

B. one-third, to C. one-third, and to D. one-third. B. dies under age and before D. attains her majority. To whom does his share go? Explain.

4. A. by his will makes a gift to B. for life, and after his decease to the next of kin of A. What rule is to be followed in ascertaining who are entitled?

5. A testator by will bequeathes \$500 "to my servant John." By codicil to that will he bequeathes another \$500 "to my servant John." Is John entitled to both sums? Explain. Would parol evidence be admitted in this case to show what the testator intended?

Armour on Titles, Statute Law, and Pleading and Practice.

Examiner: M. G. CAMERON.

1. A., the owner of a parcel of land, enters into an agreement to sell it to B., who agrees to purchase; but there are no conditions, and no covenant that A. will make a good title. Can B. compel him to do so, although nothing is said in the agreement about it? Explain.

2. A. agreed to sell five acres of land to B.; the abstract, when produced, showed a title to three acres only; it appeared that the remaining two acres had been enclosed by A. and occupied by him for a number of years; the agreement for sale contained a condition that if the purchaser should insist on any objection to the title which the vendor should be unable or unwilling to remove, he should be at liberty to rescind the contract and return the deposit, without interest, costs, or any other compensation. Could A., in this case, take advantage of the condition? If so, why?

3. What must appear in order to induce the court to hold that the taking of possession by a vendee is a waiver of objections to title?

4. From what time should an abstract of title commence, and what should it show?

5. If a defendant, in his memorandum of appearance, gives an illusory or fictitious address, what remedy has the plaintiff?

6. If a defendant does not require the delivery of a statement of claim, what course should he take?

7. Can a person be added as a party defendant to an action under all circumstances, and whether he is or is not interested as to all the relief prayed for in the action?

8. When, if at all, will a defendant in an action be refused permission to avail himself of any set-off or counter-claim that he may have against the plaintiff?

9. What is the rule at present in existence governing the form of pleading?

10. When must the writ of summons in an action brought against an infant be served upon him personally?

Contracts, Mercantile Law.

Examiner: F. J. JOSEPH.

1. In the construction of a written contract, what are the functions of a judge and jury?

2. A. writes to B., "I shall not pay you; the debt is barred by the Statute of Limitations." Will this revive the remedy of B. against A. to recover a debt barred by the statute?

3. A. falsely represents to B. that certain grain which B. has in his (A.'s) elevator has been injured, and that its value is greatly depreciated. On the faith of this representation B. sells the grain to A. at a price much below its value. Is this contract between B. and A. void? What would be the effect had A., after concluding his bargain with B., sold the grain to C.?

4. A seller shows the buyer a list of prices; the buyer agrees to purchase on the condition of a reduction of 10 per cent. from such prices for cash. The buyer writes an order for certain of the articles, not specifying anything as to price. Is this a binding contract?

5. Can a contract entered into by a person under arrest, part of the condition being that he shall be released, be enforced against him?

6. Is an undisclosed principal liable to a vendor for contracts made by his agent? Is there any exception to the rule?

7. Is a carrier bound to charge all his customers equally?

8. A. purchases a house from B., which is insured. The policy is not assigned to A. In the event of the destruction of the house, what are A.'s rights against the Insurance Company?

9. Is the right to participate in profits conclusive of the existence of a partnership? Explain.

10. A. sells goods to B. which are not fully paid for. A. holds the goods as a lien. B. has an overdue note of A.'s for an amount equal to the price of the goods sold by A. to B. Can B. compel A. to hand over the goods?