

6. What is requisite beyond the transfer itself, to perfect an equitable assignment of a chose in action as against subsequent assignees? Does this doctrine apply to the assignment of equitable interests in real estate?

6. Will the Court of Chancery in any, and what cases, interfere at the instance of a private individual to restrain a public nuisance?

7. Mention some of the cases in which a bill in equity is demurrable unless the plaintiff's affidavit is annexed to the bill.

8. Will a bond, void upon its face for illegality, be decreed in equity to be delivered up to be cancelled? Give a reason for your answer.

9. When a debt for which a surety is bound, is due, and the principal debtor refuses to pay, has the surety any, and what remedy in equity to which he may have recourse without first paying the debt himself?

10. In whose favor will a court of equity aid the defective execution of a power?

WILLIAMS ON REAL PROPERTY.

1. What covenants for title should an ordinary vendor give? What covenants should mortgagor enter into? What covenants is a purchaser entitled to from a trustee for sale?

2. What is the appropriate form of conveyance on a purchase by one joint tenant from another?

3. When a power is required to be executed by writing under hand and seal, attested by two witnesses, what should be the form of the attestation?

4. If the donee of a power having also an estate in the lands subject to the power, convey away his estate, can he afterwards execute an appointment in pursuance of the power, which will defeat the conveyance?

5. Under a devise to husband and wife, and their heirs, what will the wife surviving the husband take?

ADDISON ON CONTRACTS.

1. Can a covenant not to sue be pleaded as a discharge of the cause of action; if not, what is its effect? Is there any exception to the rule that a right of action once suspended is gone forever?

2. Where goods are obtained under a colour of a purchase with fraudulent intention of never paying for them, what remedies are open to the vendor?

3. Can a contract sufficient to satisfy the Statute of Frauds, be collected from several distinct documents, and can the connexion between them be shown by parol evidence?

4. In what cases will the principal be liable for the negligence of his agent?

5. Mention some cases in which a master will, and some in which he will not, be liable for goods purchased on his credit by a servant.

TAYLOR ON EVIDENCE.

1. What papers is an attorney justified in refusing to produce under a *subpoena duces tecum*? If he refuses, and is not compelled by the judge to produce the papers asked for, can the party requiring them give secondary evidence of their contents; if not, what further steps must he take before he can do so?

2. State some cases in which a notice to produce is not necessary for the purpose of making secondary evidence admissible.

3. Is a witness who refuses to answer a question on the ground that it may criminate him bound to show how his answer would have that effect? Give your reasons.

4. When a written receipt has been given is oral evidence of payment admissible, and why?

5. To what extent is it permitted to give evidence impeaching the character of a witness, and what is the proper form of question for this purpose?

6. In what cases, and of what facts, is a dying declaration admissible evidence?

7. Is it necessary to object at all, and if so, to what extent, to inadmissible evidence tendered at Nisi Prius, in order to be allowed to make the reception of each evidence a ground for a new trial?

PRACTICE AND STATUTES.

1. Is there in Upper Canada any and what statutory enactment as to purchasers seeing to the application of purchase money?

2. What statutory powers has the Court of Chancery in Upper Canada over the real estate of infants and lunatics?

3. From what time does the Statute of Limitations run against a *cestui que* trust asking relief in equity against a sale of real estate by an express trustee in breach of trust?

4. Can the Statute of Frauds be taken advantage of in equity in demurrer to the bill? Can the Statute of Limitations be so taken advantage of?

5. Is the mis-joinder of co-plaintiffs an objection for which a bill will be dismissed at the hearing?

6. From what office can writs of summons in local and transitory actions respectively be issued?

7. Can an equitable defence be set up at common law in an action of ejectment, or in a case stated for the opinion of the court, without pleadings? Give your reasons.

8. What is the effect of the marriage of a woman plaintiff or defendant during the progress of the suit?

9. When a verdict is taken subject to arbitration, what is the method of enforcing the award?

10. Within what time must a rule enlarged from a previous term be intimated to the court to prevent its lapsing?

11. In what cases can the court make a compulsory reference to arbitration, and at what period of a suit?

EXAMINATION FOR CALL WITH HONORS.

JUSTINIAN'S INSTITUTES.

1. To what persons were curators appointed; and by whom was the appointment of a curator made?

2. What were "Servitudes"? Mention some of the principal real servitudes. How were they created?

3. Give a definition of the right of "Usufruct" in the Civil Law. How was an "Usufruct" created? How determined, and what things could have been made the subject of this right?

4. What was the enactment of the Falcidian Law?

5. On what ground could a "donatio inter vivos" after it had been completed, have been revoked by the donor.

6. Where several "fide jussores," or sureties, were bound each for the whole debt, could the creditor enforce payment of the whole from any one? If one of several "fide jussores" so bound for the whole debt, voluntarily paid the whole, could he enforce contribution from his co-sureties? Give reasons for your answers.

7. What was "novation"?

8. Was a contract of sale, by which it was agreed that the price should be fixed by a third person, good in the Civil Law; and what was the consequence if the person to whom the question of price was referred, refused or became unable to fix it?

9. Could a mandatory or agent, after having accepted the office, renounce the performance of the duty delegated to him?

COOTE ON MORTGAGES.

1. From what dates does the Statute of Limitations run against a mortgagee out of possession?

2. Will the Court of Chancery in any, and what case, in taking an account against a mortgagee in possession, take it with annual rests?

3. Blackacre and Whiteacre are by separate deeds, at different dates, and for distinct debts, mortgaged to A., subsequently the same mortgagor mortgages Blackacre alone to B.; can B. redeem the mortgage on Blackacre without also redeeming that on Whiteacre?

4. What is the remedy given to an equitable mortgagee, who not being able to maintain ejectment, is desirous of applying the rents and profits in reduction of his debt?

DARTS' VENDORS AND PURCHASERS.

1. After the conveyance has been executed, can a purchaser, upon discovering a defect of title, in any case, obtain relief either