

LAW STUDENTS' DEPARTMENT.

4. "Covenants when viewed in relation to each other will be found to be divisible into three classes—independent, dependent, and concurrent." Explain and distinguish these classes of covenants.

5. Give the substance of the 17th section of the Statute of Frauds.

6. What provision is made for the trial of County Court cases at the sittings of Assize and Nisi Prius?

7. A cause in a Common Law Court is referred by the presiding Judge at Nisi Prius to the Master in Chancery to take the accounts, and the Master has made his report. What proceedings are then necessary, and what provisions are made for an appeal from the Master's report?

CERTIFICATE OF FITNESS : MICHAELMAS TERM, 1878.

Leith's Blackstone—Taylor on Titles—Statutes.

1. An intestate in his lifetime gave lands to one of his children. Is that child entitled to share equally with the others in lands of which the intestate died seized? Explain fully.

2. A, being seized of a paternal estate, executed a conveyance by which he granted to B an estate for life, with remainder to himself and his heirs. He died intestate without issue, and leaving no brothers or sisters. In what manner would his estate descend under the three periods? Give the effect of any statutory enactment which applies to the circumstances, and the reasons for your answers.

3. How do you reconcile the rule in Shelley's case with the usual provisions of a marriage settlement in which an estate is given to the grantor for life, with the remainder to his intended wife for life, and remainder to any child or children of the marriage in fee. What estate has the grantor?

4. State the effect of Provincial Statutes as to escheat or forfeiture in cases of attainer.

5. State shortly the effect of the Statute of Mortmain, of 9 Geo. II., and of any Provincial statutory modification of it.

6. Is it necessary to the validity of a conveyance by lease and release that the grantee should take actual possession of the lands granted? Explain fully.

7. A tenant in common brings an action of ejectment against his co-tenant, who does not dispute his title. What course should be pursued in order that the defendant may be entitled to the costs of the action?

8. What is the effect of the statutory

provision as to the relative positions of landlord and tenant, and the mortgagees of the tenant after judgment in ejectment for forfeiture or non-payment of rent?

9. Is there any, and if so what, necessity for the registration of a deed of bargain and sale?

10. A solicitor takes a conveyance of land from his client, and agrees for the sale of it to a purchaser. The purchaser refuses to take the title on the ground of the fiduciary relationship. Is this a *marketable title*? Explain the meaning of that term.

CERTIFICATE OF FITNESS : MICHAELMAS TERM, 1878.

Smith's Mercantile Law—Common Law Pleading and Practice.

1. What differences are noted by Mr. Smith between a principal's rights against a remunerated and against an unremunerated agent?

2. What effect has payment on the negotiability of a bill of exchange? Explain your answer fully.

3. Define *affreightment by charter party*. What is meant by conveyance of goods by general ship? Mention some of the chief incidents of these two kinds of contracts of affreightment.

4. What is meant by "stranding" of a vessel in reference to marine insurance. State how it arises that an accurate definition of this word became very important in connection with marine insurance.

5. A makes a wager of \$1,000 with B that a particular individual will win a race, and loses. A is unable to pay the money at once, but promises to pay it in future, and B takes out a policy of life insurance on the life of A for \$1,000 to secure the debt, and A dies before payment of the debt. Can B recover on the policy? What would have been the effect if the debt had been paid? State fully the grounds and principles on which your answers depend.

6. What are the provisions of the fourth section of the Statute of Frauds in respect to guaranties? How was the intention of the Statute in this respect evaded, and what remedy was afterwards provided for such evasion?

7. A agrees in writing to sell to B certain specific goods on six months' credit. Can B insist on immediate delivery of the goods? Would it make any difference if the agreement was for payment by note at six months? What would be the effect of the insolvency of B before delivery of the goods in each of these cases? State the principles involved in your answers.