

EXAMINATION QUESTIONS.

law of which country is the obligation of A., and B., respectively governed?

7. Will the following be good secondary evidence of the contents of a written instrument, (a) the evidence of a witness who has read the original, although a copy is in existence, (b) a copy of a copy? Explain.

Real Property.

1. Explain the conveyances by bargain and covenant to stand seized. In whose favour may the latter be made?

2. Incorporeal hereditaments were said to lie in grant; corporeal hereditaments, to lie in livery. Explain. What change has been made.

3. A testator declared his intention to be that his son should not sell or dispose of his estate for a longer time than his life, and to that intent he devised the same to his son for life, and after his decease to the heirs of the body of the son. What estate does the son take?

4. If a mortgagor desires to pay off an overdue mortgage, what course must he adopt to compel the mortgagee to receive the money?

5. A devise of a mortgaged estate is made to A. Can A require the executors to pay off the mortgage so that he may enjoy the estate unincumbered? Why?

6. What is the meaning of the term *Emblements*?

7. A testator has duly executed his will which is valid to pass real estate. The will contains a devise of Whiteacre to A. and B. and their heirs. After the will has been made he changes his intention of permitting A. to share in this land, and with that object in view he runs his pen through the words "A. and," and "their," and over the word "their," writes "his." No one is present with him and nothing else is done. What is the effect of this alteration?

Anson on Contracts.

1. Indicate some of the consequences of the *peculiar* favour with which the idea of consideration as a necessary element of contract has been treated in *Equity*. Answer as fully as you can.

2. State and exemplify the position of parties who have entered into a contract specified in the fourth section of the Statute of Frauds, but have not complied with its provisions.

3. "The very nature of a corporation imposes some necessary restrictions upon its contractual power, and the terms of its incorporation may impose others." Illustrate what is meant in this quotation by examples.

4. Point out any difference in the rules of Equity respecting the right to rescind contracts entered

into under (a) Undue Influence; and the rules which apply to Fraud.

5. "A contract may be discharged by express agreement that it shall no longer bind either party." Explain this quotation as fully as you can.

6. What are the consequent rights to one party to a contract when the other in the course of the performance of the contract deliberately refuses performance of his part?

7. What is the effect of alteration by addition, or erasure of a written contract? Answer fully.

Equity.

1. A testator by his will devised his real estate to A., a stranger, in trust, but did not specify any trust upon which it should be held. In whom did the beneficial interest in the estate vest, and why?

2. A. and B. were equal partners, and their warehouse, which was used for partnership purposes, was purchased with partnership funds. A. died intestate, when B. claimed that he and A. held the warehouse as joint tenants, and that he therefore was, as surviving joint tenant, entitled thereto. A.'s heir-at-law claimed a half interest therein as being entitled to all A.'s lands, and A.'s personal representative claimed to be entitled to the benefit of the said half interest as personal estate. On whom did the half interest devolve, and why?

3. A vendor of land before conveyance received a notice from a third person that he has procured an assignment of the purchaser's interest in the contract, and a request that the vendor convey directly to such third person. The vendor disregards the notice and request, and conveys to the original purchaser. What are the rights of the parties and why?

4. State as many as you can of the grounds upon which Equity most frequently refuses to grant specific performance of contracts?

5. "In general in assignments of equitable interests other than equitable estates, he who gives formal notice to the holder of the fund has priority over him who does not." Illustrate this passage by an example.

6. Define legal and equitable assets, and illustrate your answer by an example of each.

7. A. borrows a sum of money from B. and by way of security therefor conveys to him a piece of land by an instrument which upon its face is an absolute conveyance in fee. B. who has oral evidence only of the real nature of the transaction, brings an action to redeem, and A. sets up the Statute of Frauds as a defence. Who should succeed in the action, and why?