

2. How far will a condition be enforced which requires that parties before bringing an action shall first have the amount to be recovered ascertained by a third person?

3. What requisites are there for the admission in evidence of statements made by deceased persons in the usual course and routine of business?

4. A. and B. jointly make a promissory note to C. in 1880. In 1885, and again in 1887, A. pays interest on the note and dies, whereupon in 1888 C., relying on these receipts and interest, sues B., who sets up the Statute of Limitations. Who is right? Why?

5. A letter is written by A. to B. "without prejudice," containing an offer of settlement of matters in dispute. B. answers by letter accepting A.'s offer. Proceedings are taken notwithstanding this correspondence, and at the trial of the action A. contends his letter to B. cannot be read. How far is he right? Why?

6. What are the requisites for a promise which is to be the consideration for a reciprocal promise?

7. A. has a claim against B., which he assigns in writing to C. At the time of the assignment B. has as against A. a right to set-off an amount which would extinguish the debt. How far can he insist upon this set-off as against C.? Why?

8. What assignments for the benefit of creditors are protected in Ontario, and under what circumstances will a transfer of goods to a creditor be protected?

9. In what civil actions is corroborative evidence required?

10. What procedure can you adopt to prove an original registered instrument by a certified copy?

EQUITY.

1. A., a tenant of B.'s, agrees verbally with him for the purchase of the property he is tenant of. B. afterwards refuses to carry out the contract, setting up the Statute of Frauds. A. relies on his possession under the lease. Who will succeed? State the general law.

2. A., the executor of B., receives \$1,000 on a supposed debt from C.; he distributes this money with other moneys of the testator to the creditors. C. subsequently discovers that he

had previously paid the money to the testator, and brings an action against the executor to recover the same. State the rights of all parties. Give reasons.

3. A. B. and C. are co-sureties to D. for the sum of \$5,000. Default is made under the bond. A. pays the whole amount. In the interval C. has become insolvent. What are A.'s rights as against B.? Reasons?

4. A., who has been an agent for the management of B.'s estate, is aware of the existence of a valuable marble quarry on one of the farms. He makes an offer for it at good agricultural value, which B. accepts. He, B., on learning of the quarry, seeks to have the sale set aside. Can he succeed?

5. What was the law as to the separate estate of married women being bound by their contracts? Has the same been in any way modified by Provincial legislation?

6. A testator gives his wife a power of appointment over a certain property. She makes the appointment by will in favor of one of the children of the marriage. The will has one witness. Will the execution be aided? Reasons for answer.

7. What, if any, distinction is observed by Courts of Equity in the way of construing executory trusts contained in marriage articles and wills respectively?

8. Into what investments are trustees permitted to place the funds of the estate? By what authority? A will directs the funds to be invested in first mortgages on real estate. Can the trustee invest in Canada Permanent stock?

9. Distinguish between the right to give evidence of a parol variation of written contract for the sale of lands in an action for specific performance

(1) Where plaintiff is "insisting" on performance with parol variation.

(2) Where defendant is "resisting" performance on ground of variation.

10. A., a chemist, has been in the habit of compounding a medicine in which there are certain secret ingredients, but not patented. He employs for this purpose a confidential clerk who, at the solicitation of B., imparts to him the secret. B. commences to manufacture and sell. Has A. any remedy? If so, what?