

6. When is it necessary for a husband to join in the conveyance of his wife's property, and when not?

7. A purchaser agrees to pay his purchase-money by instalments stretching over ten years. There is a mortgage on the land which matures in five years. Nothing is said in the agreement about title. What are the purchaser's rights as to title and removal of incumbrance, having regard to his liability to pay the purchase-money?

8. What is meant by a doubtful title?

9. When are covenants for title implied in a conveyance?

10. In what securities may a trustee invest the trust funds when there is no direction in the trust deed?

#### SMITH ON CONTRACTS AND BENJAMIN ON SALES.

1. In consideration of previous seduction, a man makes a promise to pay a sum of money to a woman. Is the promise binding, and would it make any difference if a bond were given? Reasons.

2. A for good and valuable consideration makes a *verbal* promise to B that he will pay a debt of \$100, which B owes to C. Is the promise binding? Why?

3. If there is a discrepancy between the amount mentioned in the body of a promissory note, and the figures in the margin, will parol evidence be admitted to prove what amount was intended? Why?

4. If a contract to marry is made between a man of full age, and a woman under age, can an action be maintained by either of them for a breach of such contract? Reasons.

5. Up to what time may an offer *by letter* to sell goods be retracted?

6. May an *unsigned* writing ever be used in evidence to satisfy the Statute of Frauds? If so, when, and how?

7. What different remedies may be had by a vendee for breach of a warranty of the quality of the goods sold?

8. When a vendor exercises the right of *stoppage in transitu*, what effect has such exercise upon the title to the goods?

9. What is the difference between a *condition precedent* and a *warranty*, and how may the former be changed into the latter by the conduct of the vendee?

10. What effect will be produced upon the validity of a tender; (a) if it be accompanied by a protest that nothing is due; (b) if it be made upon condition that a receipt be given for the amount tendered?

#### EQUITY.

1. A client brings you a binding agreement with another party for the sale to him of property in Manitoba, which that party refuses to carry out. How would you advise him to act? Explain.

2. A mortgagee of certain lands on which the mortgage is in arrears, proceeds to serve a notice of sale on the mortgagor, and at the same time issues a writ on the covenant for the money. The mortgagor comes to you for advice. How would you advise him? Give reasons for your answer.

3. A dies in Toronto possessed of personal property there and in New York; letters of administration are taken out in Toronto, also in New York; discuss the question as to which law will prevail in administering the estate in New York.

4. What was the law as to the liability of a purchaser seeing to the application of the purchase-money? What, if any, Provincial legislation has there been bearing on the same?

5. A enters into a binding contract with B for the purchase of Blackacre, on which is situate a dwelling-house, which B describes as being surrounded with a fine park well wooded. A, discovering that this is not the case, refuses to carry out the contract. B sues for specific performance. Who should succeed, and why?

6. What are the provisions of 27 Eliz. c. 4? Is there any Provincial legislation dealing with the same, if so, what?

7. What was a Bill for Discovery? Is such a remedy necessary now? Explain.

8. Is there any statutory provision as to claims against an estate of which the executor has given the creditor notice of rejection, if so, what?

9. A, who is a public reciter, agrees with B to recite for the season at a place to be named by B. He afterwards refuses to do so. What, if any, remedy has B?

10. How, if in any way, is consolidation of securities affected by Provincial legislation?