

3. Distinguish "void," "voidable," and "unenforceable," as applied to contracts.

4. Give instances where rights and liabilities created by a contract pass to other than the original parties by operation of law.

5. A., a merchant in Hamilton, offers by letter to B., a merchant in Belleville, a number of patent reapers. B., by letter, accepts the offer, but after posting the letters changes his mind and telegraphs to A. withdrawing his letter. Letter and telegram both reach A., the latter first. How far is B. bound? Why?

6. A. intends to offer to B. three lots in West Toronto Junction for \$600, three lots in Parkdale for \$600, and one lot in the city at \$1,600. By mistake in addition, he offers them all at \$2,600, which B. accepts. Although A. sends B. notice that the offer was made by mistake, B. insists on holding the sale. Can he do so? Why?

7. What is the effect of acquiescence in a breach of condition?

EQUITY.

1. Define and exemplify constructive notice.
2. State the general law as to the liability of trustees and executors respectively for each others' acts.

3. "A." owes "B." at the present date several different sums, one of which is on a promissory note for \$1,000 made in January, 1883, he pays in \$500, saying nothing as to what item of account it is to be applied on. Can "A." apply it on the note and thereby take it out of the provisions of the Statute?

4. State the principle followed by the Courts in granting injunctions in cases of alleged breach of a patent of invention.

5. Under what (if any) circumstances will relief be granted in cases of contracts entered into under mistake of law?

6. State the relief granted by equity in cases of defective execution of powers and non-execution of powers respectively.

7. A. and B. enter into partnership for the term of five years, the time expires and they continue going on with the business in the same way as before, nothing being said about a new partnership. How would this transaction be considered in equity?

Miscellaneous.

A GOOD story is told about the two celebrated ecclesiastical lawyers, Mr. Jeune, Q.C., and Sir Walter Phillimore, Q.C. They appeared recently before the Archbishop's Court on behalf of the Bishop of Lincoln, to object to the jurisdiction of the court in his case. The archbishop, in full vestments, entered the court, and "aising his hands, said: "Let us pray." Mr. Jeune, as became the son of a bishop, at once knelt, but Sir Walter, realizing that he was there to take objection to the court, remained standing. When the court was up, Sir Walter upbraided his colleague for his illegal praying. "My dear Phillimore," said Mr. Jeune, "I was praying without prejudice."

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