

particeps criminis with the party against whom relief is asked?

5. An official bond is given for faithful performance of duties. Through negligent supervision of the conduct of the officer he is enabled to perpetrate serious frauds.

The sureties on the bond are called upon to make good his defalcations.

On the above statement, what is the liability of the sureties?

6. Will Courts of Equity ever decree specific performance of a contract to enter into a partnership? Give reasons for your answer.

7. A. agrees to sell B. the goodwill of A.'s long-established business, apart from the premises in which the business has been carried on. A. refuses to complete the agreement. To what extent, if any, can Courts of Equity grant relief?

8. What right of property in private letters does equity recognize, so as to permit of its interference to restrain their publication?

9. Under what circumstances, if any, may a party purchase the interest of another in a contract, or security, or other property, which is in litigation?

May a solicitor purchase *pendente lite* the subject matter of a suit?

10. What is meant by general average, and what is the governing principle upon which it is established?

Benjamin on Sales.

Examiner: A. W. AYTOUN-FINLAY.

NOTE—Answers to each half of this paper are to be handed in separately.

1. A. inspects a consignment of wine, consisting of thirty-five pipes, in the possession and the property of B.

A week later A. contracts with B. for the purchase of "twelve pipes of the wine I inspected;" and after the completion of the contract of sale, he (A.) sells twelve pipes of wine to C. and gives him a delivery order for that quantity upon B.

B. accepts this order by writing on its face.

Afterwards B. refuses to deliver the wine.

What are the rights of A., B., and C., respectively, and why?

2. A. agrees to furnish B. within one month after date of contract with twenty reapers, specifically described. He appropriates and

tenders the required number, but B. rejects them as not conforming to the contract description.

Just before the expiration of the month, A. again appropriates and tenders twenty reapers which are in accordance with the contract description.

B. refuses to accept them. What is the legal position of each party, and why?

3. A. and B. enter into a contract perfectly lawful and valid in itself, but which is completed on a Sunday.

What effect, if any, would this fact have upon the contract in Ontario? Why?

4. A. contracts with B. to perform certain work; but on account of changed circumstances A. afterwards states to B. that he will be unable to carry out his agreement within the time allowed.

B. thereupon enters into another contract with C. to perform the same work. Then A. offers to go on with the work, but B. refuses to permit him to do so. A. enters an action against B.

What are the rights of the parties, and why?

5. Vendor agrees to forward goods to vendee living at a distance, and by direction of the latter, he ships the goods by certain railways. The goods are in a merchantable condition when so shipped, but are in a bad condition on arrival at vendee's place of residence.

What, if any, is the liability of the vendor, and why?

Hawkins on Wills.

Examiner: M. G. CAMERON.

1. What interpretation was put upon the words "die without issue" prior to the passing of the Wills Act, and what, if any, change was effected by that Act?

2. When is parol evidence admissible to explain a will?

3. A., the testator, at the time of making his will, owes B. \$500, which is secured by bond. By his will he bequeaths to B. a legacy of \$500 absolutely. Is there any presumption raised by law in such a case? If so, may it be rebutted by parol evidence? What effect will a direction by the testator in his will, that his debts and legacies be paid, have upon the presumption?

5. The will of A. contained the following pro-