

2. What are the respective rights of the creditors of a firm, and the creditors of one of the partners, as regards payment of their debts out of the effects of the firm, and of the partner respectively?

3. What is the legal relation and responsibility of a banker to his customer in regard to money deposited in the bank by the customer?

4. Explain the duty and responsibility of a person who employs a carrier to convey a dangerous article.

5. Explain the difference between a *penalty* and *liquidated damages*.

6. What will constitute *prima facie* proof of the due receipt of a letter?

7. Explain the meaning of *easement*, and give an example.

EQUITY.

1. Define a trust. Into what different heads are they divided?

2. Explain the maxim: Equality is equity, and illustrate.

3. A mortgagor, at the time of the principal becoming due, pays the same to the mortgagee's solicitor, to whom he has been in the habit of paying the interest: the solicitor appropriates the money to his own use. On whom will the loss fall, and why?

4. Explain the doctrine of satisfaction. When does it usually occur?

5. State the rules as to the appropriation of payments between debtor and creditor.

6. A trustee, resident in Toronto, has occasion to forward a sum of money to a co-trustee living in Winnipeg: the latter appropriates the money. Is the Toronto trustee liable? Explain the general law.

7. Explain the general law as to the enforcement by specific performance of contracts for the sale of lands and chattels respectively.

CONTRACTS—STATUTES.

1. State the characteristics of *Obligation*.

2. What are the different modes whereby a contract is discharged? Distinguish them.

3. Distinguish *assignability* from *negotiability*.

4. A and B agree with C to buy a Patent Right if D approves of the Patent. A, B and C sign an agreement under seal, whereby A and B agree to sell and C agrees to buy

the right, nothing being said in the document about D's approval. How far is evidence allowed on A and B's behalf to show that they are not liable, D not having approved? Why?

5. What is the effect of illegality on a contract?

6. In what cases does an agent require an authority under seal?

7. A promissory note is made on 2nd May, 1888, at three months. On the 2nd August, 1888, a renewal note is made, payable ten days after date. On what day is the renewal note due?

REAL PROPERTY.

Honours.

1. What agreements and other instruments relating to land are required to be in writing?

2. What leases must be under seal in order to be valid?

3. What is meant by a general occupant, and what by a special occupant?

4. What were the principal charges made in the law of descent by the Statute of Victoria?

5. What significance had the word "grant" in a conveyance, and how has it been affected by Statute?

6. Of what use are recitals in deeds more than twenty years old? Why?

7. What is meant by saying that a use cannot be limited on a use?

SMITH'S COMMON LAW.

Honours.

1. What is the difference between tenants *in fee*, *in tail*, and *for life*, in regard to the right to *commit waste*?

2. Under what circumstances is a private person justified in arresting another without a warrant?

3. What is the law as to the *privilege* of speeches in *Parliament* and at *public meetings*, and of *reports* of such speeches in public newspapers?

4. Define who are *legitimate* children.

5. Explain the difference between *factors* and *brokers*?

6. State the exceptions to the rule which excludes *hearsay evidence*.

7. Define *dormant partner* and *nominal*