

Law Students' Department.

LAW SCHOOL.

SUPPLEMENTAL EXAMINATIONS: SEPTEMBER, 1895.

FIRST YEAR.

REAL PROPERTY.

Examiner: A. O. GALT.

1. Explain the terms "general occupant" and "special occupant."
2. What are "emblems," and under what circumstances may a man become entitled to them?
3. Explain what is meant by "barring" an estate tail, and by what means this has been accomplished from time to time in the history of such estates.
4. Distinguish between terms "heir-apparent" and "heir-presumptive."
5. Narrate briefly the origin and effect of the Statute of Uses.
6. Define the terms "reversion" and "remainder," giving an example of each.
7. A., B., and C. being joint tenants of certain lands, A. releases his interest to B. How is C. affected by the transaction?
8. State the various persons, or classes of persons, who may be entitled to redeem mortgaged lands.
9. What is the object of reducing into writing an agreement for the sale of lands, and what are the usual contents of such an agreement?
10. What are the covenants implied in a conveyance by a beneficial owner, under R.S.O., cap. 100, and may such covenants, or any of them, be varied in any manner by the parties to the conveyance?

COMMON LAW.

Examiner: W. D. Gwynne.

1. A. enters into an agreement with B.: one of the terms of which is that no action is to be brought by either party to enforce the contract until C., to whom they agree to submit their differences, has given his award. B. sues without waiting to arbitrate. Can he succeed?
2. Give two instances in which a plaintiff cannot bring an action although he has sustained damage. Explain the principle involved.
3. A. borrows \$100 from B., and gives him a mortgage wherein A. agrees that if the money is not paid on the date fixed the land shall belong to B. absolutely. A. fails to pay, but five years afterwards tenders principal and interest, and demands the land. Can he succeed?
4. A. agrees verbally for good consideration to give B. a lease of a house to commence at a future date, but refuses to give him possession when the time comes. Can B. enforce his rights? Explain.
5. Give three instances in which parol evidence will be admitted to explain or vary a written document.
6. A. ships a dog to Hamilton by express, telling the agent that he intends exhibiting him at a show, and that immediate delivery is important. By the company's delay the dog arrives too late. Explain the extent of the damages, if any, that A. can recover.