

memorandum was signed by neither party. State the effect of this.

A devise to A. for life, and from and after his decease to B., if he shall have obtained the age of twenty-one years, or as soon as he shall arrive at that age. Construe this.

8. What are the conditions precedent to vendor's right of rescission in a contract for sale of land?

9. Illustrate the principle *falsa demonstratio non nocet*. Distinguish between patent and latent ambiguity in a will as to the reception of evidence, and give examples.

10. A. owns a farm in the township of York. His wife, B., is a lunatic confined in the Toronto asylum. He has contracted to sell the farm free of dower. In what way can he do so?

Equity.

HONOURS.

Examiner—P. H. DRAYTON.

1. An executor receives money which is supposed to be due from a debtor to the estate, and pays it out to creditors. It afterwards turns out that the debt which it was supposed was due to the estate had previously been paid. The supposed debtor brings an action against the executors to recover the money and the executor brings one against the creditors. What are the rights of the parties? Give reasons for your answer.

2. In the event of partial failure of the purposes for which conversion is directed, what distinction is there (if any) with regard to the character in which the object of conversion reverts between the case of conversion directed by deed *inter vivos*? Do you know of any legislation which might be held to affect the doctrine of conversion?

3. A. and B. are respectively first and second mortgagees of Blackacre. A. offers the property for sale under the power of sale in his mortgage. B. buys the property at the sale. The owner of the equity of redemption seeks to redeem. B. defends, claiming an absolute title. Who should succeed in the action? and why?

4. A., who thinks himself dying, hands his watch to B. to give to C. B. does not do so until after A.'s death. Is this a good *donatio mortis causa*? If so, why? If not, why?

5. A. is about to intermarry with a woman, B. He is possessed of a house and lot in Toronto,

but at the time of his marriage, owing to difficulties in his business, is on the eve of insolvency. He settles his house and lot on B., who becomes his wife. The creditors, subsequent to his becoming insolvent and making an assignment, seek to have the settlement set aside. Can they succeed? Explain.

6. Illustrate the doctrine of appropriation of payments in the case of a partnership who have a running account with a bank, where one of the partners retires leaving a balance due by the firm to the bank, and the new firm continues dealing with said bank and paying in moneys, but afterwards becomes insolvent.

7. In an advertisement of an intended sale of land in lots, it was stated, "The soil is well adapted for gardening purposes, and a considerable portion of the property is covered with a fine growth of pine and oak which will yield a large quantity of cordwood, and the remainder is covered with an ornamental second growth of various trees." A purchaser at the sale, which took place on the grounds, set up as a defence to a suit for specific performance, that the soil was not such as was represented, that the soil was unfit for gardening purposes, and the trees not as described in the advertisement. Should he succeed in his defence? Explain.

8. A., by his will, devised "all the remainder of my real estate, being my 100 acre farm in the township of York, and my 100 acre farm in the township of Etobicoke" to B. He subsequently purchased several lots in Toronto; will they pass to B.? Explain.

9. A. becomes surety for B., a bank clerk in the employ of a bank in Toronto. B. is subsequently appointed local manager of a branch at Hamilton; he there embezzles some of the bank funds, and the bank seeks to make A. liable therefor. Can it succeed? Explain.

10. The directors of a bank issue a statement of the bank affairs to their shareholders which is in fact garbled, not representing the true state of affairs. A. sees this, and on the faith of it takes shares. What are his rights, supposing he suffers a loss on his shares?

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Latest additions :

Addison on Torts, 6th ed., Toronto, 1890.

American Digests for 1887-8, 2 vols., St. Paul, 1888-9.