

C 35893

**Law School.**

MAY EXAMINATION: 1897.

SECOND YEAR.

EQUITY.

PASS.

Examiner: HERBERT L. DUNN, B.A.

1. What was the object of the Statute of Uses and how did trusts originate?

2. A. advances money for the purchase of certain lands for his own benefit. The conveyance is made to B. A. brings an action to have himself declared beneficial owner of the lands. Is parol evidence admissible in support of A.'s claim? State reasons.

2. Distinguish *satisfaction* and *performance* and give an example of each.

4. What is the doctrine of *cy-pres*? Give an example.

5. A. was possessed of a mill held under a lease, and also of certain plant, machinery and stock in trade belonging to it. A. shortly before his death indorsed on the lease and signed the following memorandum: "This deed and all thereto belonging I give to B. from this time forth with all the stock in trade." B. was an infant at the time of the execution of the memorandum, and A. delivered the lease to B.'s mother on B.'s behalf. B., by his next friend brings an action to have himself declared owner of the lease and other property. Should he succeed? State reasons fully.

6. What class of powers may a trustee delegate and what class of powers may he not delegate?

7. Distinguish between a mortgage and a pledge, and explain what remedies a pledgee has for enforcing payment of moneys advanced by him?

8. Explain the nature and extent of a solicitor's lien.

9. When will a *cestui que trust* be prohibited from charging his trustee with a breach of trust?

10. When will the Court decree specific performance of a verbal agreement respecting lands?

11. Money was advanced to A. on the security of a promissory note which B. C. D. and E. signed as sureties. B. and C. consented to sign only on the terms of certain property being assigned to them by A. as security. D. and E. had no knowledge of this arrangement. The note was paid at maturity by B. C. D. and E. in equal shares. Subsequently D. and E., having learned of the arrangement which B. and C. had made with A., bring action against B. and C., claiming to share in the benefit of the security held by B. and C. Should they succeed? State reasons.

12. What are the rules as to the appropriation of payments made by a debtor to a creditor?

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