

C 35916

Law School

MAY EXAMINATIONS: 1897.

THIRD YEAR.

REAL PROPERTY AND WILLS.

PASS.

Examiner: EDWARD BAYLY.

1. What is a *vendor's lien*. How is it enforced?
2. Describe accurately and strictly how a deed should be executed.
3. What are the principal fundamental rules governing the construction of wills.
4. A testator devises "all my lands to A." After making the will the testator acquires other lands. What are A.'s rights to the subsequently acquired lands (a) at common law, (b) by statute?
5. A bequest to A. and his children. What is the effect?
6. A will is attested by three witnesses (two being sufficient), one of whom is a legatee. What is the effect upon the attestation and upon his legacy?
7. A. delivers to B. a letter (without any address) in the following terms: "Dear Sir, I hereby agree to sell you Blackacre, free from incumbrance, for \$10,000. Yours, A." B. replies, accepting the offer. While investigating the title B. makes requisitions which A. cannot answer. Can B. compel performance of the contract?
8. Within what time must a tax deed be registered and what is the effect of non-registration?
9. What is meant by *tacking* and *consolidation* of mortgages? Are they affected by the Registry Act, and if so, in what manner?
10. A. gives B. a power of attorney for valuable consideration and afterwards desires to revoke it without B.'s consent. Can he do so?
11. Local improvement rates are discovered to be imposed on land agreed to be sold free from incumbrance. What are the purchaser's rights (a) pending the contracts, (b) after he receives a conveyance in the statutory short form? Explain fully.
12. What is a *Bastard deed*? Has a purchaser a right to have one cancelled which appears on the abstract of the property he contracts to buy?
13. A. mortgages lands and afterwards marries, while the mortgage still subsists. Can he convey his equity of redemption free from dower without his wife joining in the deed? Why?
14. A mortgagee, default having been made in payment of the money due under the mortgage, gives notice to the mortgagor that unless the money is paid within two months he will "institute legal proceedings to gain possession." The mortgage contains a power of sale on default. Is this a sufficient notice to entitle the mortgagee to proceed to sell under the power? Reasons.
15. Is a purchaser bound to accept a vesting order? What reason could he have for not desiring to do so?

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