

## EXAMINATION QUESTIONS.

3. A trustee conveyed his trust estate to A. who wasted the estate: the *cestui que trust* brought his action against the original trustee to compel him to make good the loss, and the latter defended upon the ground that he had, in good faith, and for the sole purpose of freeing himself from the burthen of his trust, conveyed the said estate to A, who was a person in good standing and had accepted the burthen of the trust, and that he, the original trustee, had, in fact, committed no waste. Who should succeed, and why?

4. A. and B. are both public lecturers; the former enters into a bond to the latter that he will not lecture in Toronto during the present year, and the penalty named in the bond for a breach of the condition is \$1,000; A. afterwards desires to lecture and tenders to B. the amount of the penalty, but B. refuses to accept the money, and brings an action for an injunction to prevent A. lecturing. Should he get the injunction, and why?

5. What different rules have heretofore obtained at law and in equity with respect to the assignment of choses in action?

6. A. and B. enter into a contract whereby the former agrees to loan to the latter the sum of \$1,000 for a specified period, and the latter agrees to accept the same and to pay interest thereon at a specified rate; A. subsequently refuses to advance the money and B. brings an action for specific performance of the contract. What defence, if any, is open to A. upon the facts stated?

7. State the general rules as to the right of appropriation of payments.

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*Smith's Common Law.*

1. What obligation is there on the part of the owner of property to those who, at his invitation, come upon that property?

2. Can a farmer who draws in his hay on Sunday be punished for so doing under the Lord's Day Act? Give your reasons.

3. Explain the meaning of a *dormant partner* and a *nominal partner*.

4. Define *particular lien* and *general lien*, and explain the differences between them.

5. What is the law as to the personal liability of an agent upon a contract which he enters into for his principal? Explain fully.

6. In what cases must a bill of exchange be presented for acceptance?

7. Explain briefly the action of *Trover*, and state what effect the plaintiff's recovery in such an action had upon the title to the goods.

*Real Property.*

1. Define Fee-simple, Fee-tail, Estate for life, Estate *pur autre vie*, *Cestui que vie*, Reversion, Remainder.

2. Define Feoffment, Grant, Common recovery, Fine, Livery of seisin.

3. Explain fully the estate by joint tenancy, and distinguish it from a tenancy in common.

4. By what tenure are lands holden in Ontario? Why?

5. What is a bare trustee?

6. Can an infant make a valid conveyance of land? Explain.

7. What is the effect of a grant to A. B. simply —no words of inheritance being used? Explain.

*Anson on Contracts and Statutes.*

1. To what class of contracts does a judgment in an action belong? Mention its characteristics.

2. A. allows bills of exchange to remain in the hands of X., and X. promises to get the bills discounted and to pay the money to A.'s account. Is the promise of X. a binding promise, and why?

3. Give Anson's description of Fraud.

4. Give as fully as you can the effect of partial illegality on the validity of a contract.

5. State the two chief rules of construction which govern the interpretation of a contract.

6. What is meant by *merger* of a contract, and under what circumstances will it take place?

7. What is meant by *acceptance* of a bill of exchange? Is a verbal acceptance binding, and why?

## FIRST INTERMEDIATE.—HONOURS.

*Smith's Common Law.*

1. What presumption of law is there in regard to the life or death of a person?

2. When one person, at the request of another, does an act not apparently illegal, but which is injurious to a third person, what promise may be inferred in law upon the part of the person requesting such act to be done?

3. If a man places a window in his house so as to overlook his neighbour's grounds, what remedy has the latter?

4. Explain the meaning and effect of *abandonment* in the law of insurance?

5. In the case of the death of a person from injuries sustained in a railway accident caused by the negligence of the company, can his administrator ever recover damages for the benefit of the estate? If so, under what circumstances.

6. A., in France, draws a bill of exchange on B., who lives in England. The bill is payable in Holland, and is accepted by B., in England. By the