

3. Trace briefly the origin and rise of trusts. What was the object of the Statute of 27 Henry VIII., and how, if in any way, was its object defeated?

4. What are the enactments of the Statute of Frauds in respect of trusts concerning real estate?

5. It is said that a trustee cannot delegate his trust. Is there any exception to this rule? If so, what?

6. What is a constructive trust? Give an example of one.

7. What rules govern in respect of general, specific, and demonstrative legacies respectively, when after payment of testator's debts there is a deficiency of assets for the payment of all the legacies?

8. Define the equitable doctrine of satisfaction, and state the general rules which govern when a question is raised as to whether or no a legacy is a satisfaction or a debt.

9. Write a short note on the law respecting the enforcement by specific performance of (1) contracts for the sale of land; (2) contracts for the sale of personal chattels, and state the requisites of a contract for the sale of land so that the same shall be binding.

10. State the law as to the right of a solicitor to purchase from his client during the pendency of the relationship between them.

#### Contracts—Honors.

1. Explain the difference between executed consideration and past consideration.

2. With regard to a promise to answer for the debt of another, does it make any difference under the Statute of Frauds whether the promise is made to the debtor or creditor? Why?

3. If an agreement not to be performed within a year provides that either party may put an end to it by giving a month's notice, how far does the Statute of Frauds apply? Why?

4. What is the effect of a letter of acceptance being lost and never reaching its destination? If the letter were one of revocation, how would the loss affect the parties? Why?

5. Sketch briefly the history of the development in English law of the action for enforcing executory contracts.

6. A debtor wishes his creditor to accept a smaller sum than is due him in full of his claim, and the creditor agrees thereto in writing. How far is such agreement binding? Why?

7. What is the difference between the legal status of the contract of wager in England and in Ontario? Explain.

8. In the case of negotiable instruments for money payable under a contract, what difference does it make whether the contract be made illegal by statute, or made void by statute?

9. What is the test by which it is decided whether a party can enforce a contract growing out of or connected with an illegal transaction?

10. Can a plaintiff who has given no value for a note, recover on it against a maker who has received no value? If so, when?

#### Common Law—Honors.

1. Explain what is meant by *contributory negligence*.

2. When can a man by ratifying a tort committed by another take the benefit of such tort?

3. What difference is there between a man's right to use force to turn out a trespasser who has entered peaceably, and his right to use force to prevent a forcible entry?

4. What is the effect of Lord Campbell's Act?

5. Where an action is brought against two joint wrong-doers, and one has caused a much greater portion of the damage than the other, how much can the plaintiff recover from each? Why?

6. What different kinds of malice are there, and what is the difference between them?

7. When is a principal liable for a false representation by his agent?

8. Explain estoppee and distinguish the kinds of estoppee.

9. Illustrate by example the difference between trespass *ab initio*, and trespass by relation when the thing done was lawful at the time.

10. Into what three great classes are Bailments divided, and what degree of care is required in each of the three classes?

#### Real Property—Honors.

1. What, if any, statutory provision is there with regard to the release from a rent charge of part of the lands charged therewith? If there be such legislation, why was it enacted?