

10. A plaintiff claims by his writ for a liquidated demand and also for damages, and defendant fails to appear. What steps may the plaintiff take?

### Equity.

Examiner: P. H. DRAYTON.

1. What is the rule of equity in regard to dealings between persons in confidential relations such as trustee and cestui que trust, solicitor and client, guardian and ward?
2. Give the general rule as to the liability of trustees for the acts of their co-trustees, and distinguish between such liability in cases of private trusts and those of a public nature respectively.
3. When, if at all, will the Court decree specific performance of an agreement to enter into partnership, and when will a dissolution be decreed of a partnership at the instance of one of the partners before the time has expired?
4. A. owns certain lands, of which he has a plan made, upon which a portion is shewn as a public park, the other portion is divided into lots facing on the park. He exhibits it to B., who purchases one of the lots. Afterwards A. commences to build on the park portion. B. brings an action to restrain same. Who should succeed, and why?
5. A., by his will, directs Blackacre to be sold, and the proceeds divided between C. and D. D. wishes to take his share in land. Can he do so? Why?
6. Distinguish between the duties as to disclosure incumbent respectively upon an applicant for a policy of insurance against fire, and upon a creditor who is procuring a person to become surety for him for payment of a debt.
7. What was, and what is now, the law with regard to contracts of married women binding their separate estate?
8. Distinguish between the relief granted by the Courts in arbitration, (1) where mistake of fact is alleged; (2) where mistake of law is set up.
9. A client of yours comes to you alleging that a certain nuisance is being perpetrated in his neighborhood injuriously affecting his property. State the steps you would take to have the same abated.
10. Explain briefly the rights and duties of a receiver appointed by the Court, and state some cases in which the Court will appoint one.

### Real Property.

Examiner: P. H. DRAYTON.

1. What is the effect of destroying a valid conveyance, grantor and grantee assenting thereto?
2. What, if any, statutory provision is there with regard to mortgages under the Short Forms' Act, where the power of sale is to be exercised without notice?
3. How, if in any way, can a contractor, claiming a mechanic's lien, enforce the same without issuing a writ?
4. Explain consolidation and tacking respectively; and state how, if in any way, the same have been affected by Provincial legislation?
5. State to me briefly and concisely the steps you would take where a client brings in a vendor to you of a lot in Toronto which he is buying, from the inception to the close of the transaction, the property in question being subject to a mortgage which is assumed with interest from a certain date by your client.
6. A. dies having bequeathed \$10,000 to his brothers and sisters equally; he has a uterine brother and sister, and two half-sisters by second marriage of his father, him surviving. How will the bequest go?
7. What are the four accepted rules to be observed in the construction of wills?
8. At a sale of lands under power of sale in a mortgage are any persons debarred from buying; if so, who, and for what reasons?
9. On the 1st of June, 1890, your client enters into a binding agreement with A. for the purchase of Blackacre. You search the title and find it correct; on closing on the 10th June you find an execution against the lands of A. Would you consider yourself safe in closing the deal; if so, why, if not, why not?
10. Distinguish between 13 Eliz., c. 5, and 27 Eliz., c. 4; and state how, if in any way, both or either have been dealt with by Provincial legislation?

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