

7. A., in London, England, sells goods to B., in Toronto. At B.'s request these goods are shipped via Allan line and G.T.R. to Toronto. On arrival in Montreal they are warehoused in the premises of C., who is B.'s agent in Montreal. While there waiting transportation, B. becomes insolvent. A. desires to exert his right of stoppage in transitu. Can he legally do so? Why?

8. What difference is there as to the onus of proving the existence or non-existence of reasonable and probable cause in an action for false imprisonment from that in an action for malicious prosecution?

9. S. covenants under seal, in 1875, with B., for immediate payment of \$1,000 on B.'s account. S. dies without paying the amount, and A., the executor of S., leaves S.'s estate, which is in bank stock, unconverted. The bank fails, and A. is sued by B.'s executors (B. having meanwhile also died) in 1887, for the amount of S.'s covenant. Is A. liable? Why?

10. On a conviction for selling liquor without a license, the only evidence given was that the party sold the liquor. The conviction is objected to on the ground that no proof was offered of the want of license. How far should the objection hold good? Why?

Broom—Harris—Blackstone.

HONOURS.

Examiner—R. E. KINGSFORD.

1. A. agrees in writing to enter into B.'s service at a salary payable yearly. A. on leaving B.'s service sues B., alleging a verbal agreement that the salary should be paid quarterly. How far can he legally claim under the last mentioned contract? Why?

2. B., an executor, requests A. to forbear suing him in respect of a debt due by the testator, and promises to pay interest thereon. What would have to be shown to make him liable as executor? Is he liable personally? Why?

3. Explain fully the liability of a Justice of the Peace in a well laid action for false imprisonment.

4. What is the liability of a railway company in the carriage of (1) passengers, (2) freight, (3) luggage?

5. Where the real principal in a contract for the purchase of goods is unknown at the time

of contracting, what are the rights and liabilities of that principal when disclosed?

6. When may a vendee return a warranted chattel?

7. How far is the doctrine of estoppel applicable to the acceptor of a bill?

8. What was the common law of treason? How affected by statute?

9. Within what legal limitations have workmen the right to combine in order to determine with their employers the terms only on which they will consent to work for them?

10. To what extent (if any) is there a right of re-hearing a criminal case? What is the procedure?

Real Property.

HONOURS.

Examiner—P. H. DRAYTON.

1. A., a purchaser of a farm, before the time appointed for the completion of contract of sale, went into possession. A. sowed some of the land. He afterwards abandoned the possession entirely, in consequence of objections to the title not being removed. It was contended that he had thereby waived his right to enquiry as to title. Should such contention succeed?

2. A., the owner of Blackacre, mortgages the same. He afterwards marries, and contracts to sell the land to B. He tenders a deed to him without bar of dower, which B. declines to accept, insisting that the wife is bound to join to bar her dower. Is he right in this contention?

3. In searching the title to a property you find a deed executed by a married woman in 1870, but no certificate of examination. Would you be safe in accepting the title? Explain.

4. What is the effect in conditions of sale of the condition that "the vendor will not be bound to produce any documents not in his possession"?

5. A. contracts with B. to sell him a house and lot in Toronto. The property is insured for \$5,000, and before completion is burnt. On whom will the loss fall, and what rights, if any, would the insurance company have in respect of the purchase money?

6. A., who is intending to marry B., wrote a paper commencing thus: In the event of a marriage between the undermentioned parties the following conditions as a basis for a marriage settlement are mutually agreed to. The