

LAW STUDENTS' DEPARTMENT.

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LAW SOCIETY EXAMINATION QUESTIONS

TRINITY TERM:

FIRST INTERMEDIATE.

Anson on Contracts and Statutes.

1. Define *escrow*, *merger*, *recognizance*.
2. "As a general rule it is optional to the parties to a contract to employ or not to employ the form of a deed." State *common law* exceptions to this.
3. Define and illustrate by an example of each *executory executed* and *past* considerations.
4. Give examples of agreements void under the rules of the common law as distinguished from statutory prohibition.
5. Write short notes on the assignability of the *benefit* of a contract.
6. Point out the requirements for a tender of money to be an answer to an action for a debt.
7. Mention the requirements of the Statute law in regard to parties to a Bill of Exchange writing their address after their names, and the consequence of neglect to do so.

Honors.

1. Give arguments for and against the assertion that agreement is not necessarily the basis of contract.
2. To what extent is the question of consideration in a contract by deed important in the discussion of the validity of the contract? Answer fully.
3. Write brief notes on the validity of contracts made with lunatics and persons in a state of intoxication.
4. Criticize the expression *legal fraud* as distinguished from *moral fraud*.
5. State accurately the effect of illegality of object between the original parties to the contract on a negotiable instrument in the hands of subsequent holders.
6. Point out cases in which extrinsic evidence affecting the terms of a contract is admissible.
7. What is the effect on an executed contract of sale of a chattel, when the article proves to be worthless and unmarketable? Answer fully.

Smith's Common Law.

1. Explain what is meant by *excessive distress*.
2. What is the chief difference between a *factor*, and a *broker*?
3. In an action for malicious prosecution may the jury infer (a) *malice from want of reasonable and probable cause*; (b) *want of reasonable and probable cause from malice*? Explain.
4. If a passenger take his baggage along with him in the passenger car, instead of having it put in the baggage car, what effect has that on the responsibility of the company therefor?
5. In the case of a vague imputation of dishonesty, what difference does it make, as to the liability of the person making it, whether it be oral or written?
6. What evidence is sufficient *prima facie* proof that a letter was duly received by the person to whom it was addressed?
7. A butcher's boy is sent with the butcher's horse and cart to deliver meat to a customer: after delivering the meat he drives a mile further on some business of his own and, while doing so, he negligently collides with a waggon on the road. Is the butcher liable for the damage done to the waggon? Give reasons.

Real Property.

1. Define estate *par autre vie*; *cestui que vie*; *freehold*; *grantee to uses*; *cestui que use*.
2. What is meant by consolidation of securities?
3. What is the difference in the mode of creating a remainder and a reversion?
4. What was the common mode of conveyance before the statute of uses was passed?
5. How was a feoffment without consideration construed in equity?
6. By what tenure are lands held in Ontario?
7. What is meant by a term of years?