

sign in the presence of A. Is that a sufficient acknowledgment so as to render the will valid?

3. By his will A. gives \$1,000 to B., and by a codicil the legacy to B. is revoked, and the same legacy is given to C., who predeceases the testator. Is the legacy to B. revoked? Explain.

4. Where a will which has not been revoked at the testator's death cannot be found, what evidence will be required to prove its contents?

5. What presumption is raised where a will bearing an execution or attestation clause is unexecuted or unattested, and how may each presumption be rebutted?

6. In what cases will the court appoint a receiver of infants' estates?

7. To procure an order for the allowance of service of a writ of summons out of the jurisdiction, what must be shown?

8. When, if at all, will a demurrer for misjoinder of parties be proper?

9. What are the rules as to vouching accounts? When should vouchers be produced, and when will items be allowed without voucher?

10. In order to enable a party, without leave, to plead and demur to the same pleading at the same time, what steps must be taken?

Dart on Vendors and Purchasers.

Examiner: M. G. CAMERON.

1. Is a trustee always bound to convey at the request of the *cestui que trust*? Explain.

2. At what time does the vendor's liability in respect to defects of title end? If A. purchases a parcel of land from B., pays the whole of his purchase money and goes into possession, but is subsequently evicted by an adverse claimant, C., what, if any, claim has he against A.?

3. Where a conveyance is executed, but the whole of the purchase money is not paid over, and there is an incumbrance upon the property which it is intended should be discharged, what precautions should a purchaser, under such circumstances, take?

4. The contract for sale fixes a certain day for completion. It is not completed on that day owing to the purchaser's delay. His purchase money, nevertheless, has been lying idle and appropriated to the purchase and he has not been in possession. Is he bound to pay interest,

and, if so, from what period? What are his rights, if any, against the vendor?

5. Is there any exception to the rule that when the purchaser is in actual possession or receipt of the rents and profits he must pay interest upon his purchase money from the time fixed for completion of the contract? Explain.

Constitutional Law—Contracts.

Examiner: F. J. JOSEPH.

1. To what extent is the common law of England in force in a colony obtained by conquest or acquired by occupancy; and what Imperial Acts affect colonies with independent legislatures?

2. What are the powers of the Crown as to restraining a subject from leaving the country or compelling him to leave the country?

3. By whom must a notice of dishonor of a bill be given, and what are the requisites of such notice?

4. May the holder of a note or bill fill in his own name where no payee's name is mentioned; and should he do so, under what circumstances (if any) can he recover against the drawer or acceptor?

5. What is meant by a "holder in due course"?

6. What are the liabilities of an infant partner or shareholder—(a) during infancy, (b) after he attains twenty-one years of age?

7. A., by letter, offers to sell a house to B. for a certain sum, and gives him a week to accept the offer. During the week, A., unknown to B., offers the same house to C., who accepts A.'s offer; subsequently, but within the week, and before A. withdraws his offer to B., B. accepts A.'s offer. What are the rights of B. and C.?

8. A debt is barred by the statute. What are the rights of a creditor who has

(a) A lien on the goods of the debtor for a general account?

(b) A lien for a particular debt?

(c) Where he receives money from the debtor?

(d) Where the debtor sues him for another claim?

(e) Supposing the creditor is an executor of the debtor, can he retain out of the estate such a debt?