

Tuesday, July 16.—Afternoon, 3 to 6.

### COMMON LAW.

*Examiners:* HON. JUDGE JOHNSTON M. A., HON. JAS. McDONALD,  
Q. C., and H. MCD. HENRY, Esq., LL. B.

1. Give some applications of the maxim "*sic utere tuo ut alienum non lædas.*"

2. State some cases of sale in which there is an implied warranty.

3. Is a warranty made subsequent to a sale valid, or not? Give the reasons for your answer.

4. What is the difference at common law between the liability of a common carrier and a warehouseman?

5. Suppose A undertakes to sell goods for me at certain prices without remuneration. I deliver him the goods, he sells half and receives the money therefor. Upon demand by me he refuses to pay the amount received for what he has sold or to return what remains unsold. What civil remedies have I against him.

6. On what principle are confessions induced by certain threats or promises excluded as evidence in criminal cases?

7. Of what crime would a bailee of a chattel fraudulently appropriating or disposing of the same be guilty?

8. As regards the common count for money paid, laid out and expended by the plaintiff for the defendant, at his request, give examples of a case in which this count will lie without a previous request, but with a subsequent promise, and a case in which it will lie without either a previous request or a subsequent promise.

9. Give as fully as you can the division of the subjects of legislation assigned respectively to the Dominion and Local Legislatures by the British North America Act.

10. Mention some of the more important public general Acts passed by the Dominion Legislature since 1867.