

LAW STUDENTS' DEPARTMENT—EXAMINATION QUESTIONS—SPRING ASSIZES.

inform A of his mistake. What, if any, remedy has A?

2. What is meant by argumentativeness in pleading, and what by multifariousness?

3. What different courses are open to a cestui que trust whose property has been wrongfully converted by his trustee?

4. In what summary way, without the institution of a suit, may a trustee obtain an order of the Court of Chancery fixing the amount of the trustee's commission in respect of his dealings with the trust moneys?

5. Distinguish between actual and constructive notice.

6. Under what circumstances may an unregistered instrument, prior in point of time, prevail as against a registered instrument?

7. Two persons buy an estate and cause the conveyance to be made to them as tenants in common. One pays the whole purchase money. Has he any lien on the other party's share? Explain.

8. What is the rule as to the validity or otherwise of a mortgage given by a client to a solicitor (a) to secure costs already incurred; (b) to secure future costs.

9. How may a vendor's lien for unpaid purchase money be defeated?

10. Enumerate the different circumstances under which a bill of complaint may be dismissed for want of prosecution.

Leake on Contracts—Statutes.

1. To what Court does an appeal lie from the judgment of a judge of the County Court? Sketch briefly the practice in bringing the case on by way of such appeal.

2. Goods are sold upon a contract to pay for them by the purchaser's promissory note, payable at a future day, default is made in giving the note: what is the vendor entitled to recover in an action for the breach of the contract?

3. Distinguish between a warranty and a representation.

4. What is the general rule as to the effect of the death of the grantor of a power of attorney upon the power of attorney? What statutory exception is there to the rule?

5. What is a patent ambiguity, and what is a latent ambiguity? What is the rule in each case as to the admissibility of evidence to explain such ambiguity?

6. What is the effect on a written contract of its alteration by one of the parties without the consent of the other?

7. Define nominal damage. What is meant by special damage?

8. What contracts of hiring require to be in writing? Why?

9. State some circumstances under which a person may be held liable on a contract entered into in his name by a third person for him without his authority.

10. Where both the proposal for the sale of goods and the acceptance is by letter sent through the post, when is the contract complete?

We have received, but too late for insertion, a note of the proceedings of the Osgoode Literary and Debating Society, on 16th and 23rd February last. It will appear next month.

SPRING ASSIZES.

EASTERN CIRCUIT.

Hon. Mr. Justice GALT.

1. Cornwall.... Tuesday..... 19th March.
2. Perth Wednesday... 27th March.
3. Ottawa Tuesday..... 2nd April.
4. Pembroke ... " 30th April.
5. L'Original .. " 7th May.

MIDLAND CIRCUIT.

Hon. Mr. Justice MORRISON.

1. Belleville.... Tuesday..... 2nd April.
2. Napanee " 16th April.
3. Kingston ... " 23rd April.
4. Brockville .. " 7th May.
5. Picton " 14th May.

VICTORIA CIRCUIT.

Hon. Chief Justice of ONTARIO.

1. Whitby.... Tuesday..... 19th March.
2. Cobourg " 26th "
3. Brampton .. " 9th April.
4. Lindsay " 16th "
5. Peterborough " 23rd "

BROCK CIRCUIT.

Hon. Mr. Justice BURTON.

1. Woodstock... Tuesday..... 2nd April.
2. Owen Sound.. Monday..... 8th "
3. Walkerton ... Tuesday..... 16th "
4. Stratford.... " 23rd "
5. Goderich Monday..... 6th May.