

LAW STUDENTS DEPARTMENT.

considerations should govern you in determining whether or not you should sue both A. and B. in the same action, and what inquiries should you make in order to determine the liability of the party or parties to be sued? Answer as fully as possible, referring briefly to the purport of any statutory enactments in any way involved in your answer.

6. In an action on a contract in which A. B. and C. are joint contractors, A. and B. alone are sued, because the right of action against C. is barred by the Statute of Limitations; A. and B. plead in abatement the non-joinder of C. In what ways may the plaintiff meet this defence? Answer fully, giving reasons for your answer.

SECOND INTERMEDIATE.

Equity Jurisprudence.

1. Explain and illustrate the jurisdiction of equity in ordering the cancellation and delivery up of documents.

2. Define "Accident," and explain what must be established in order to give a Court of Equity jurisdiction.

3. Explain the remedy by injunction, and state what is the object of the process.

4. What is a *donatio mortis causa*, and in what respects does it differ from (1) a legacy, or (2) a gift *inter vivos*?

5. In what cases will a settlement made in consideration of the wife's equity to a settlement be binding against the husband's creditors?

6. Where a "conversion" is directed, what acts of the owner of the property to be converted are sufficient to lead to an inference that he intended to possess such property according to its actual state and condition.

SECOND INTERMEDIATE.

PASS PAPER.

Books III. and IV. Broom—Underhill on Torts, &c.

1. A. and B. are fellow servants working, chopping wood for a farmer, C. By carelessness and want of skill A. severely wounds B. with an axe. Is C. liable to B. for damages

for the injury? Explain fully the principle (if any) applicable in such a case.

2. Discuss to what extent is it true that a tort may become merged into a felony. Answer fully.

3. Define Robbery and Larceny respectively?

4. What do you understand by *intention* in criminal law? How is it proved?

5. Define Trover. What is the legal effect on the property in the goods of the recovery of a verdict by plaintiff?

6. To what extent is a husband liable for the torts of his wife? Discuss briefly.

SECOND INTERMEDIATE.

Contracts.

1. Give examples arising out of our law of the terms of express contract being varied or overridden by the *lex loci*.

2. Define "*consideration*" in cases of contract. Write short notes on the effect of its presence or absence in various kinds of contracts.

3. What is the legal effect of a verbal contract (a) for a year's service to commence at a future day, (b) a contract to enure "so long as the defendant shall think proper," (c) a contract which is to be performed on one side but not on the other within a year. Give reasons in full for your answer.

4. Explain the expression that *choses* in action are not assignable, and give exceptions to the rule.

5. Mention the various purposes for which evidence of usage or custom may be offered in connection with the interpretation of written documents.

6. Where under the present practice accounts and inquiries are directed in a Common Law case to be taken by a Master in Chancery, what are the proper steps to be taken, and how and when are appeals from the Master to be disposed of? Answer fully.