

struction of these devises before the Devolution of Estates Act? Explain.

6. What, if any, advantage is there in buying land at a judicial sale? Explain fully.

7. Upon breach of a condition in a lease, what proceedings are necessary to be taken by the landlord before he can forfeit the lease and eject the tenant?

8. A bargain and sale is made to A. B. to such uses as he may appoint. A. B. endorses on the deed "I hereby appoint the within described lands to C. D. in fee simple." Explain the effect of this.

9. On a purchase of lands from an administrator, what covenants can he be compelled to give? Why?

10. What is the present state of the law as to using words of inheritance in conveyances?

SMITH ON CONTRACTS AND BENJAMIN ON SALES.

1. Is it necessary to the validity of a delivery of a deed as an escrow (a) that it should be expressed in words to be an escrow; (b) that it should be delivered to some person other than the grantee? Reasons.

2. What is the difference, in point of validity, between a verbal lease, and a verbal agreement for a lease? Why?

3. What is the effect of a contract of sale of a thing which has ceased to exist? Reasons.

4. Has the knowledge of the vendor that goods are bought for an illegal purpose any, and, if so, what, effect on the validity of the sale?

5. Is parol evidence admissible (a) to show that a written contract has omitted a material term of the bargain; (b) to show that an additional term was verbally agreed to after the written contract was made? Reasons.

6. Explain the difference as regards the passing of the title between a sale of a specific chattel and a sale of unascertained goods.

7. In what ways may a sale on trial become an absolute sale?

8. What is the test by which it may be determined whether an affirmation made by the vendor of goods at the time of sale is or is not a warranty?

9. What is the effect of an offer of sale of goods which the vendor agrees to leave open for a specified time? Reasons.

10. Explain the difference in effect between a warranty and a condition precedent.

MERCANTILE LAW—PRACTICE—STATUTES.

1. A. is in insolvent circumstances, B. is a large creditor of A's. To save what he already has put into A's concern, B. makes a further advance and takes as security a mortgage on all A's real and personal property. On A's subsequent failure, what tests would be applied to the transaction to test its genuineness? Why?

2. A. is in trade. He desires to get an advance from B. to enable him to carry on his business, and asks B. to discount his (A's) promissory note. State the requisites for a chattel mortgage to be given by A. to secure B. against his indorsement under the above circumstances.

3. What powers has an agent entrusted with the possession of goods?

4. What is the difference between *general* and *limited* partnership, and how may a limited partner protect himself against outsiders?

5. A. is in difficulties. He has a policy of insurance on his life. He indorses on the policy a declaration that the policy is for the benefit of his wife and family. How far will such indorsement hold good against his creditors?

6. A. binds himself to serve B. for ten years from 1st January, 1888. They quarrel and separate, and B. sues A. for breach of the agreement. Can he succeed? Why?

7. In what cases may the Court now award an injunction with damages?

8. What right has the assignee of a chose in action who has notice of claims conflicting with that of his own assignee?

9. The pleadings in a case were closed on the 6th February, 1888. The venue was laid at C., at which place the sittings commenced on the 7th May. The plaintiff took no step except on the 6th April to get a commission to take evidence in Chicago, which was returned on the 21st April. What are the defendant's rights? Why?

10. State the results of the non-appearance at the trial of the plaintiff and defendant, respectively.

EQUITY.

1. Distinguish between the right of an unpaid legatee to compel other legatees to refund in cases where (1) there was an original deficiency of assets; (2) where there has been waste by the executor. Giving reasons for your answer.