

13. Define jurisprudence as the term is understood (a) by English lawyers, (b) by the French, (c) by Ulpian.

14. Explain how it was that the Roman lawyers were capable of introducing their theories into the laws? What Roman official had special facilities in this respect?

15. Do you find any, and if so what, branch of the Roman law running parallel with modern equity?

16. Describe briefly the law of wills (a) under the Roman system, (b) under the laws of England?

PROCEDURE.

MR. C. A. PALMER.....Examiner.

Time: Two Hours.

1. How are actions commenced? How are actions against attorneys now commenced, and how prior to 1873?

2. By whom must action *ex contractu* be brought, and against whom? State the rule which determines this?

Example:—Goods are shipped by A on the order of B from Saint John, for delivery to B at Woodstock, per Dominion Express, and lost in transit. By whom must action be brought, and in what form or forms of action can it be sustained?

3. C executes a deed whereby he covenants with B that he will pay the sum of \$10,000 to A on the first of May, 1897, in case of breach by C by whom should action on deed be brought? State reason for answer.

4. A *feme sole*, who held promissory note payable to her order, married, and at maturity the note was not paid. By whom should action on note be brought?

5. What is the origin of the expression "action on the case,"

6. State when and under what state of facts an action of *assumpsit* is sustainable.

A being indebted to B in the sum of \$500, C paid the amount to B, can C maintain an action against A? If so what form, and if not, why not?

7. What plea in actions *ex contractu* is commonly spoken of as the "General Issue?" Is the same as now used in the Supreme Court of this Province strictly a "General Issue?" Define "General Issue." Does