

Real Property.

1. What was the old law as to right of entry, upon the severance of the reversion on a lease for condition broken? Is there any statutory provision affecting the same, if so, what?

2. What are the provisions of R.S.O., ch. 108, in respect of tenancy by the curtesy?

3. Can a conveyance to a man be drawn so that dower will not attach? If not, can a conveyance be drawn so that the grantee can convey free of dower, if so, how?

4. "A," the mortgagee of estate Blackacre, obtains from B the mortgagor a release of the equity of redemption. What are his rights as against a subsequent mortgagee, C seeking to foreclose? Reasons.

5. It was held as law formerly that a mortgagee might pursue all his remedies at once. Has this principle been in any way trenched on by Provincial Legislation, if so, in what way?

6. What do you understand to be implied by the use of the word demise in conveyancing?

7. What are the provisions of the Vendors and Purchaser's Act as to registered memorials of deeds and registered memorials of discharged mortgages?

8. What effect, if any, has a bar of entail without the consent of the protector of the settlement?

9. Lands are granted to A, a bachelor, for his life, and after his decease, to his eldest son and the heirs of his body, and in default of such issue, to B and his heirs. Construe this. Supposing A surrenders his life estate to B, what effect would this have had? What legislation is there, if any, dealing with such a case?

10. What, if any, statutory provision is there as to words of limitation in deeds subsequent to 1st July, 1886?

11. Is it necessary for a receipt of the purchase money of real estate to be endorsed on the conveyance? Explain fully.

12. What statutory provisions are there in respect of improvements made under mistake of title?

Equity.

1. Distinguish between the care and diligence required of trustees (1) as regards their duty; (2) their discretions.

2. Under what circumstances will the Court set aside and cancel agreements and securities which are voidable merely.

3. What is the jurisdiction of the High Court of Justice in respect of alimony?

4. What, if any, statutory provision is there as to relief against forfeiture on breach of covenant to insure?

5. A and B who are near relatives, and who have long had a family dispute, enter into a compromise under which their difficulties are settled; B seeks afterwards to have the same set aside, alleging as a reason that he mistook a point of law, which had he not done so, would have materially affected his action in the compromise. Should he succeed? Explain general law in reference to compromises of this nature.

6. A makes a mortgage dated 5th January, 1887, to B and C jointly. B dies in January, 1888. In July of that year A wishes to pay off the mortgage which has become due. Can C grant a valid discharge of same? Reasons for your answer.

7. A writes B, his agent, instructing him to purchase for him a farm of a particular character for \$5000; B happens to have a contract with C for the purchase of a farm which is of the character required by A. He procures C to make a conveyance to A of the farm. A shortly after becomes aware of this fact, and seeks to have the transaction avoided. Can he succeed? Explain.

8. Can a surety compel a creditor to proceed against the debtor after the debt has become due? If so, why? If not, why not?

9. A writes B a private letter. He learns that he is about to publish it. Has he any remedy, if so, what? Under what, if any, circumstances might such remedy be displaced?

10. A and B are residents of Toronto. B owns a farm in British Columbia, which he mortgages to A. The interests falls in arrears, and A brings an action for foreclosure in the High Court of Justice here. B enters an appearance and demurs to A's statement of claim on the ground that the farm is not within the jurisdiction. Who should succeed on the demurrer? and why?

11. Under what circumstances will the Cypres doctrine be applied in respect of legacies for charitable purposes?

12. Can a solicitor receive a gift from his client during the pending of the relationship between them? Explain fully.