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Law Students' Department.

EXAMINATION BEFORE TRINITY TERM: 1890.

CERTIFICATE OF FITNESS.

Benjamin on Sales—Smith on Contracts.

Examiner: R. E. KINGSFORD.

1. What is the principal difference between an offer under seal and one not under seal?
2. Will part performance of a contract of a corporation be a good answer to the objection that the contract is not under seal? Why?
3. What difference is there between the 4th and 17th sections of the Statute of Frauds in regard to the necessity that the consideration should appear in the writing?
4. If an action is brought in Ontario on an agreement made in Germany, would the Statute of Frauds apply? Why?
5. What exception to the rule that agreements not to be performed within a year must be evidenced in writing?

6. Will a written acknowledgment of a debt containing a refusal to pay it be sufficient to prevent the operation of the Statute of Limitations? Why?

7. How far is knowledge on the part of the defendant of the falsehood of his representations necessary to be proved in order to establish a case of fraud?

8. In what respect is the title of the assignee of a bill of lading better than the title of his assignor?

9. Will an action lie by the executors of a woman for breach of promise to marry her? Why?

10. What effect, if any, has a verbal understanding by which the operation of a written agreement is made subject to a condition?

Mercantile Law—Practice—Statutes.

Examiner: R. E. KINGSFORD.

1. A. is a member of a trading firm. He draws bills in his own name and discounts them with B. The proceeds of the discount are used for firm purposes. How far can B. charge the firm? Why?

2. Goods are bailed by A. to B. to be kept by the latter. B. bails them to C., who uses and wastes the goods. From whom can A. recover compensation for damages sustained? Why?

3. What is a *General Lien* on goods? How does it arise? How may it be extinguished?

4. A. is travelling by a conveyance owned by a common carrier, and takes with him into the conveyance his satchel, in which he has some jewellery. The satchel and contents are lost, having been left in the conveyance by A. during a stoppage on the road. How far is the carrier liable? Why?

5. What is the present statutory rule as to interest on judgments?

6. "Although a contract may on its face appear to bind only one party, yet there are occasions on which the law will imply corresponding obligations on the part of the other party." Give instances.

7. In case of non-delivery of goods according to contract what is the measure of damages?

8. If a garnishee does not dispute his liability on a return of the garnishing order but contends that the claim or demand is not due, what protection will be given the plaintiff?

9. Under what circumstances may relief by way of interpleader be granted?