

with B. for the sale of his farm to him. The price is not a good one, and A.'s friends advise him to bring an action to set the contract aside, which he does, raising, as a reason, that his intellect has become so impaired with drink that he was wanting in contractual power. Should he succeed? Reasons.

7. Distinguish between a mortgage and a pledge of personal property.

8. State fully the rights of a mortgagee to distrain upon the mortgaged premises for arrears of interest as against creditors.

9. A. grants a lease of certain lands to B., he afterwards mortgages them in fee to C. The interest becomes in default, and the property is sold under sale, proceedings of which B. had no notice. What is B.'s position as regards his rights under his lease?

10. Land is by will directed to be sold, and proceeds divided between A. and B. Can A. elect to take his share in land? Reasons.

Real Property.

Examiner—P. H. DRAYTON.

1. A., who is the owner of Blackacre, agrees verbally with B. to sell the same; he writes his solicitor, giving him particulars of the agreement with instructions to carry it out. A. writes B. that the title deeds of his property are at his solicitor's office, where they may be inspected. Nothing more is done. A. subsequently repudiates the contract. Can B. compel him to carry it out?

2. What was the reason and the effect of the statute declaring that corporations should be deemed to be capable of taking and conveying land by deed of bargain and sale?

3. A. dies intestate, leaving real estate, and infant children. B. is appointed administrator. He enters into a contract with a client of yours for the sale to him of a portion of the same. Presuming the title in A. to be good, what formalities would you require to be carried out before accepting the title from the administrator?

4. What recent statutory provision (if any) has been passed touching the husband's interest as tenant by the curtesy?

5. A. registers an agreement by B. to sell him Whiteacre. Owing to outstanding encumbrances, B. is unable to give possession, but on completion claims that A. is bound to pay inter-

est from date of registration of agreement. How far is B. right? Why?

6. A., the owner of a valuable store in Toronto, in the course of negotiations with B. for its sale to him, states that the premises are let to a most desirable tenant, a contract is entered into, but before completion the tenant makes an assignment. B. refuses to carry out the contract, and A. brings an action for specific performance, which B. defends. Who should succeed? and why?

7. Distinguish between the right to vary a written agreement for the sale of lands by parol, and the right to rescind the same by parol.

8. A devise to A., and the heirs of her body, on condition that she marry and have issue male, by B. Construe this?

9. State the general law regulating the position of the signature of a testator in his will.

10. A. dies intestate without lawful descendants, leaving real estate, and leaving a father and mother him surviving. To whom will the inheritance go? Reasons for your answer.

Contracts—Evidence—Statutes.

HONOURS.

Examiner—R. E. KINGSFORD.

1. A. makes an agreement with B., the execution of which would involve an unlawful act on B.'s part. What is the effect?

2. A. assumes to enter into a contract for certain persons who are in existence, but who are incapable of contracting. What is the effect?

3. A. and B. come to an agreement, and one of the terms is that such agreement shall be embodied in a formal contract. The formal contract is not executed. How far may the agreement be enforced?

4. An agreement is entered into in Michigan between two American citizens with a covenant in restraint of trade unlimited as to space. The party intended to be restrained commences the business in Ontario. How far will our Courts give effect to the covenant? Why?

5. Where a witness refuses to answer a question put to him on the ground that his answer might criminate himself, what are the rules as to his being compelled to answer?

6. What distinction is there between the Statute of Limitations and the Statute of Frauds, as to pleading same respectively as a defence?