

was varied by making provision for awarding costs as between the municipality and the sureties.

G. T. Blackstock for plaintiffs.

S. H. Blake, Q.C., for defendant.

Wright, Langton, and W. H. Blake for other defendants.

Law Students' Department.

EXAMINATION BEFORE EASTER
TERM: 1890.

CALL.

Equity.

1. State the general principles which, apart from statutory provisions, or any special provisions in the instrument creating the trust, govern Courts of Equity in determining whether or not a purchaser of land is bound to see to the application of the purchase money when buying from the trustee. Is there any statutory provision affecting the same? If so, what?

2. Under what circumstances would a tenant have been able to file a bill of interpleader against his landlord? Reasons.

3. A. is lessee of farm Blackacre. The lease contains a pre-emption clause under which A. can purchase the freehold by giving two months notice before the term expires, and by tendering the sum agreed on. He gives the notice at the required time, but fails to pay the money. The lessor refuses to carry out the contract, and A., the lessee, brings an action for specific performance. Can he succeed? Explain.

4. Distinguish between the effect of conditions in restraint of marriage; (1) where there is a bequest over in default of condition complied with; (2) where there is no bequest over. A father bequeaths a legacy to his daughter to be paid to her at 21 years if she does not marry until that period. She marries at 20 years of age. Will she be entitled to legacy? Explain.

5. A. is the executor of B., he writes to a supposed debtor, C., demanding payment of \$1,000. C. pays the money, and A., the executor, distributes the same with other moneys to the legatees under the will. C. subsequently discovers that he had previously paid the debt. Can he recover same from the executor, and if he can, has the executor any remedies. If so, what?

6. A. and B. are about to intermarry, a parol agreement is entered into between them, that A., the intended husband, will settle certain property on his intended wife, B. After marriage a settlement is executed in pursuance of such parol agreement. The husband being indebted at the time, and afterwards becoming insolvent, the creditors seek to have the settlement set aside. Should they succeed? Explain.

7. Distinguish between the relief granted in cases of defective executions of powers. (a) Where the same are created by private parties. (b) Where they are specially created by statute.

8. A., as executor of the estate of B., is liable as such to certain covenants contained in a lease made to B.—he is about to assign the lease to C.—what steps should he take in order to be able to proceed to distribute the personal estate of B., without any liability to himself? Reasons for answer.

9. A. and B. are joint obligors on a bond to C. The condition on the bond has been broken, and the right of C. to sue thereon becomes absolute. Before action brought B. dies. State C.'s rights, giving reason for your answer.

10. A Guarantee Company enter into bonds for the good conduct and honesty of A., a ledger keeper in the Bank of Toronto. Sometime after, and during the pendency of the bond, A. is promoted to the local management at Guelph. In such capacity he embezzles a considerable sum of money. The bank sues the Guarantee Company who defend the action. Who should succeed, and why?

Contracts—Evidence—Statutes—Honors.

1. A. makes a proposal to B., which B. does not answer until after a delay of some months, and does not then assent to, but some months afterwards does accede to the proposal. How far is this evidence of a contract? Why?

2. A. has a horse to sell. He agrees to let B. have him for \$130 if he likes him, and B. is to keep him a month on trial. B. takes him and keeps him for a fortnight. B. then tells A. he is not satisfied. A. then says, "Return the horse." B. keeps him ten days longer, and then returns him. A. refuses to receive the horse, and brings an action for the \$130. Should he succeed? Why?

3. A. makes an offer by letter to B. B. answers in such a way that the answer, though