

8. What is the difference between a plea and a demurrer, and under what circumstances should each be pursued?

9. When and by what authority were County Courts established in this Province? Are they constituted under the same authority as the Supreme Court, and, if not, in what respect do they differ?

10. Are Courts of criminal jurisdiction in this Province established by the authority of the Dominion or Provincial Legislature? In what respect do the powers of those Legislatures differ as to criminal courts and the administration of justice therein?

11. At Common Law, what is the test of the jurisdiction of the Court in personal actions? Have our Courts jurisdiction to determine the title to lands in a foreign country?

12. A, residing in King's County, does business in St. John, where all his property is situated. In case of his death, where would administration of his estate be granted?

13. Can the validity of a will be tested in any Court other than a Court of Probate? If so, in what Court?

CONTRACTS.

(First Examination, 1894.)

Time, 2 hours. MR. W. H. TRUEMAN, Examiner.

(Twelve questions to be answered.)

1. Explain executed, executory, and past consideration. When is a contract said to be void, voidable, unenforceable?

2. What is meant by the doctrine of part performance so far as it applies to the Statute of Frauds? Is it confined to contracts for the sale of land?

3. State the rule as to making infants liable on contracts by suing in tort, discussing *Burnard vs. Haggis*.

4. Does fraud vitiate a contract? Give your answer by an example.

5. Is an acceptance by a creditor of a part payment good consideration for the discharge of the whole amount due? What provision is made in the proposed Judicature Act with respect to this?

6. "The Common Law may be said to have attached no weight to a representation unless it was a term in the contract." Is the case of *Bannerman vs. White* in line with this statement? If the Judicature Act is adopted here, what will be the Court's method of dealing with a statement inducing a contract but not made one of its terms?

7. What exceptions can you name to the rule that corporations