

SECOND LL.B. EXAMINATION.

Tuesday, July 18.—Morning, 10 to 1.

COMMON LAW.

Examiners: HON. JUDGE JOHNSTON, M.A., HON. JAS. McDONALD, Q. C., and H. McD. HENRY, Esq., LL. B.

1. A gives B an ordinary promissory note for \$100, payable three months after for value received. At the time of giving the note it is orally agreed that the note is not to be payable at that time unless in the meantime A can collect \$100 due him from C. Could this agreement be proved in defence in an action on the note? Give the reasons for your answer.
2. What are the objections on principle to hearsay evidence? What is the distinction between primary and secondary evidence? What is involved in the maxim that the law requires the best evidence and under what conditions is the production of original documentary evidence dispensed with?
3. What do you understand by the term "consideration" in relation to contracts? Give the essential elements of a simple contract?
4. On what agreements may an action at law be brought by one partner against another, and how are disputes between partners in general settled?
5. Give the form of a bill of exchange; define the liability of the parties respectively and state in what particulars bills of exchange and promissory notes differ from ordinary simple contract.
6. State the different acts of insolvency which may be committed by a trader. In what two ways may an estate be placed in insolvency? State concisely the procedure under the different modes.
7. Is the plea of *sin assualt domesne* in an action for assault and battery a traverse or a plea in confession and avoidance, and is it necessary to plead a replication (if so what replication?) where the force used by the defendant is excessive?
8. In Marine insurance explain general average and state the distinction between actual and constructive total loss.
9. In pleading what is meant by replying by way of new assignment?
10. If a factor or agent sells goods for an undisclosed principal, in whose name may an action be brought for the goods, and what is the rule as to set off applicable in these cases?

Examiners:

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