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Law Students' Department.

EXAMINATION BEFORE EASTER TERM : 1891.

CERTIFICATE OF FITNESS.

Taylor on Equity.

Examiner : A. W. AYTOUN-FINLAY.

1. What must be shown in order to entitle a party to equitable relief in the case of a lost deed?

2. An intending testator directs a will to be made by which a considerable sum of money is bequeathed to A.

Just before the hour fixed for the execution of the will, the intending testator dies.

What relief, if any, will be granted in equity to A.?

3. What must be shown in order to support a family compromise, which apparently imposes unequal terms upon the parties?

4. Where there is an alleged mistake in a will, what is the essential condition upon which a court of equity has jurisdiction to correct it?

5. Property is devised to A., a widow, conditioned that the devise shall become inoperative in the event of the devisee remarrying. How far is this a valid condition?

6. A., the guardian of B., an infant, executes a deed of conveyance of land belonging to B. to C. B. knows the facts but he says nothing,

and signs the deed of conveyance as a witness. Is B. estopped by his apparent acquiescence?

7. A., a widow, is dowerable of an estate, but prior to her dower being set out by metes and bounds, a considerable amount of timber is cut down on the estate and sold.

Has A. any claim to relief on this ground, and, if so, what relief?

8. In what cases, if any, will possession of land, contracted to be sold, be deemed a part performance where the vendee is tenant to the vendor?

9. A testator bequeaths property to his wife. What must be shown in order to put her to her election of dower or bequest?

10. How far is the judgment of arbitrators conclusive—

(a) In matters of law?

(b) In matters of fact?

Benjamin on Sales.

Examiner : A. W. AYTOUN-FINLAY.

1. Up to what time has a bidder at a sale by auction a right to retract his offer?

2. No price has been fixed by the parties on a sale of goods. What price will be implied by law, and how is the estimation of the actual amount arrived at?

3. An agreement is made for the sale of growing crops, being :

(a) *Fructus industriales ;*

(b) *Unsevered fructus naturales.*

How do the provisions of the Statute of Frauds apply in each case?

4. Explain the legal acceptance and meaning of "delivery," "acceptance," and "receipt," as used in the Statute of Frauds.

5. A. bargains in advance for all the peas raised by B. on his farm, A. supplying sacks to B. in which to put the peas. B. puts a certain portion of his crop in A.'s sacks and weighs them. How far is this a *delivery* of these peas?

Hawkins on Wills.

Examiner : M. G. CAMERON.

1. What is the general test of an equivocal description in a will? Give an example.

2. A. by will directed that the balance of his personal property, consisting of notes and other securities for money, be given to B. and C., and if there should be any effects possessed by him at the time of his decease, that the same might