

Contracts and Torts.—For Civil Service Senior. Time allowed: Three hours.

1. What is a contract? An amateur who has promised to assist at a concert promoted in aid of a charity does not attend at the concert. Discuss the question of legal liability of the amateur towards the promoters of the concert.
2. A wife orders from a store a dress for herself and goods for the household. How far is the husband liable to pay for what she orders?
3. A writes from Wellington to B at Auckland offering to sell goods. B writes to A accepting the offer, but the letter is lost in the post. What are the rights of A and B? What difference would it have made if B, immediately after posting the letter, had telegraphed to A withdrawing his offer, and if the telegram had reached A in due course?
4. M enters into a contract with A. M, in fact, was acting as agent for B, but A did not know this. What are the rights of A against B and of B against A?
5. Distinguish between "condition precedent" and "warranty," giving instances. What are the rights of the contractor in respect of breach (a) of condition precedent, (b) of warranty?
6. State the law as to liability of an infant for breach of contract. What are the tests to determine whether goods supplied to infants are necessities?
7. What is a "tort"? How far is an infant liable for a tort committed by him? How far is a husband liable for the tort of his wife?
8. Discuss the right of A to have his land and building supported by the adjoining land of B.
9. For what torts can actions be brought by and against an executor?
10. Distinguish between libel and slander. What defamatory spoken words are actionable without special damage?
11. A induces B to break a contract he has made with C. Under what circumstances can C recover damages from A for so doing?
12. How far is the local authority responsible for accidents which happen in consequence of the state of repair (a) of roads and (b) of bridges, the roads and bridges being made by the local authority and under its control?

Real and Personal Property.—For Civil Service Senior. Time allowed: Three hours.

1. Distinguish between joint tenancy and tenancy in common. What are the three unities that distinguish joint tenancy, and what exceptions are there?
2. When land is conveyed for valuable consideration, what covenants for title and relating to title deeds are implied?
3. Why is a mortgage of leaseholds, not under the Land Transfer Act, usually made by way of demise; and what provisions are made with reference to the last day, and why?
4. What powers to distrain for rent are implied in a deed of lease, and on what goods can distraint be levied?
5. What is meant by reversion; remainder, vested and contingent; executor's interest? What provisions are contained in "The Property Law Consolidation Act, 1883," with reference to remainders?
6. What powers of leasing are possessed by a tenant for life?
7. State clearly and distinctly the effect of not registering a bill of sale.
8. Enumerate the acts of bankruptcy.
9. What is meant by chose-in-action, restraint against anticipation, bill of lading, noting a bill of exchange?
10. What is the effect of crossing a cheque (a) generally and (b) specially, and how is such crossing effected? How far is a bank responsible to its customer if it pays his cheque drawn to order of X where the signature of X has been in fact forged?
11. In what proportions and in what order do the widow, children, father, mother, brothers, sisters, nephews, and nieces of a married man now inherit his property on intestacy?
12. Distinguish between memorandum of association and articles of association, of a limited-liability company. What must appear in the memorandum?

Life Insurance Law.—For Civil Service Senior. Time allowed: Three hours.

[N.B.—The regulations provide that the examination in this subject shall have special reference to New Zealand and the Government Life Insurance Department.]

SECTION I.—LIFE.

1. Fill up in complete form memoranda of transfer agreeably to the provisions of "The Life Assurance Policies Act, 1884," and its amendments, for the purpose of the undermentioned assignments:—
 - (a.) Policy 147, John Smith—to be transferred to William Roberts, shoemaker, Dunedin.
 - (b.) Policy 975, Henry Richards—to be transferred to the Bank of New Zealand.
2. A memorandum of transfer of a policy on the life of John Smith is submitted for registration, by which the policy purports to be assigned to "David Mitchell, as executor of William Mitchell, deceased." Would you be disposed to pass such a transfer for registration? and if not, upon what grounds would you base your objection?
3. State briefly the purport of the implied covenants in mortgages of policies executed under the provisions of "The Life Assurance Policies Act, 1884," in favour of the company liable under the policy.
4. In the year 1876 a man effected a policy on his own life for the benefit of his wife and children. At his death in 1902 he left a widow, two sons of full age and one son under age, and