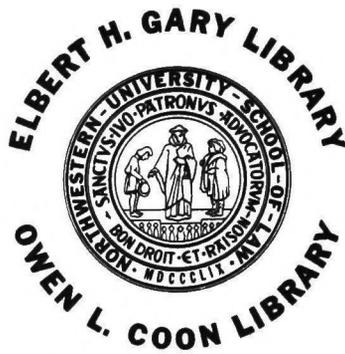


NORTHWESTERN UNIVERSITY



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NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN COMMON LAW PLEADINGS.

JANUARY 31, 1899.

PROF. HARVEY B HURD.

1. What is meant by "original process"? What by "mesne process"? What by "judicial process"?
2. To what is all pleading directed?
3. How is the law of ones case tested and how the facts?
4. Mention at least three of the principal rules applicable to all pleading.
5. State some of the distinctions given with reference to alleging title.
6. What is the effect of cravingoyer of an instrument sued upon and setting it out? For what kind of a variance would you think it well to take that course, and for what would you think it unwise?
7. Name the different traverses and describe each kind.
8. What allegations must be proved strictly, and what may be proved substantially?
9. Mention a case on a special contract in which recovery can only be had under a special count.
10. What pleas are there that neither confers nor deny the allegations of the declaration?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

COMMON LAW PLEADINGS.

EXAMINATION BY PROF. HURD.

FEBRUARY 3, 1900.

1. *Process*.—What is original, what mesne, what final and what judicial process.
2. Give an account of the introduction of special pleading in England. Define special pleas.
3. When is a plea puis darreign continuance applicable and what is the effect of such a plea upon previous pleas.
4. What does the general issue put in issue in debt on sealed instrument and what in assumpsit trespass and case and how does the general issue differ from a common traverse and special traverse.
5. Give some of the essentials of a special traverse and give the reasons for its use.
6. Of what instruments is profert required at common law, and what if it is not made.
7. What are the several advantages the other party may avail himself of by cravingoyer and setting out the instrument, and when would you not pursue that course.
8. How is an agreement written or verbal to be set out in pleading.
9. State the rule as to proof of matters of discription and matters of substance.
10. Give two instances in which a new assignment is necessary.

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN COMMON LAW PLEADING.

THURSDAY, FEBRUARY 7, 1901.

PROF. HURD.

1. Define local actions and transitory actions and tell where each must or may be brought, and give the reasons for the same in each case.
2. Into what two classes are pleas in confession and evidence divided?
3. Explain the rule that pleas in confession and avoidance must give color, and give the difference between implied and express color.
4. Give an example illustrative of the rule that "every pleading must be an answer to the whole of what is adversely alleged."
5. What is the use of a protestation?
6. What is the conclusion to the general issue, what to a common traverse, and what to a pleading that brings forward new matter?
7. Define duplicity in pleading.
8. State what change has been made in reference to pleading double and whether this change has made any difference in the contents or form of any single count, plea, replication, etc., and if so, what?
9. Give the rule as to the allegation and proof of matters of description and matters of substance.
10. How will you lay a fee simple title and how a particular estate?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN CONTRACTS.

May 29, 1896

1. Explain the difference between special *assumpsit* and *indebitatus assumpsit* when these actions are brought for breach of contract, pointing out any differences in the promise and in the consideration alleged in the two actions, and explaining fully the relation of such differences to the following proposition: "Consideration is either a benefit to the promisor or a detriment to the promisee."

2. A mortgages land to B, and then sells the land to C, who assumes and agrees to pay the mortgage. Discuss the various theories as to B's rights against C.

3. A writes to B as follows: "If either C or D wishes to buy goods of you, I will guaranty payment therefor to the amount of \$100 for each." A lives in New York and B in Chicago. May 1, C buys \$100 worth of goods of B. May 2, B writes to A informing him that he has sold C the goods on the strength of A's guaranty. May 3, D buys \$100 worth of goods of B, but B fails to notify A of the sale. B's letter of May 2 is lost in the mail. A learns nothing of the sales to C and D until he is requested to pay for the goods, C and D having failed to do so. What are B's rights against A? .^.

4. B wishes to buy Blackacre of A, and to sell Whiteacre. A induces B to sign a contract to buy Blackacre for \$2,000, as B supposes. A so contrives to arrange the papers, however, that B's signature is actually written at the foot of a promissory note for \$5,000. At the same time A induces B to sign a contract to sell Whiteacre for \$1,000 by representing to B that the price stipulated in the contract to be paid for Whiteacre is \$2,000. What are the respective rights of A and B at law and in equity with reference to the promissory note and to the contract for the sale of Whiteacre?

5. A agrees to sell land to B for the sum of \$2,000. B agrees to pay \$1,000 January 1, 1895, and the balance January 1, 1896. A agrees to deliver the deed to the land July 1, 1895. Neither party has done anything whatever in regard to the contract. What are the respective rights of A and B to-day?

6. A is a shoe manufacturer with a factory in Chicago. A agrees to sell his factory to B, and promises to retire absolutely from the business of making shoes so far as the law allows. In consideration therefor B agrees to pay A \$5,000. A conveys the factory to B, but B refuses to pay the \$5,000. What are A's rights?

7. A makes a contract with B for the sale of 300 bicycles at \$50 each. Shipments are to be made as B may specify, and to be paid for by B's notes within three days after the delivery of each installment. B orders 50 bicycles, and A sends only 40. B accepts the 40 bicycles, but refuses to give his notes for the price. A then refuses to deliver any more bicycles. What are the respective rights of A and B?

8. A owns a patent for a steam-whistle. The patent has 12 years to run. B owns a steamboat. A and B make a contract orally whereby they agree that B shall use the whistle on his steamboat as long as the steamboat lasts, and shall pay A \$10 a year during the life of his patent. At the end of six months B discards the whistle and refuses to pay any more money to A, having paid \$10 in advance for the first year. What are A's rights?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN CONTRACTS.

JUNE 1, 1898.

1. A subscription paper reads as follows:

"We, the undersigned, promise to pay to the trustees of the First Presbyterian Church the sum set opposite our respective names, to aid in building the new church.

John Smith.....\$1,000."

After the trustees have entered into contracts for the erection of a church to cost \$10,000, and have spent \$500, which Smith has paid, Smith refuses to pay the rest of his subscription. Can the trustees recover the remaining \$500?

2. A sheriff has an execution in favor of A against B. B has a horse on which A instructs the sheriff to levy, offering him a bond of indemnity. B offers the sheriff a bond of indemnity to induce him not to levy on the horse. The sheriff does not know who owns the horse. Which bond should the sheriff accept, and why?

3. A sues B in Illinois on a contract for the sale of land in Ohio, alleging that the contract was made in Ohio. B pleads that said contract was made orally. Is the plea good?

4. A sues B in assumpsit, alleging that A and B made a contract in January, 1898, whereby A agreed to buy and B agreed to sell 100 shares of stock of the First National Bank for \$200 a share, the shares to be transferred to A at the bank, on or before March 1, 1898. The declaration further alleges that A has always been ready and willing to receive the stock, and went to the bank on March 1 to receive it; but that B has never transferred any of the stock to A. B demurs. Should the demurrer be sustained?

5. C owes D a note for \$1,000. B gives a bond to C conditioned for the payment of the note. A guarantees the bond. Can D sue B on his bond, or A on his guaranty?

6. By a contract between a city and a waterworks company, the company agrees to furnish the city with 100,000 gallons of water daily from the springs on a certain tract of land which is definitely described. At the time the contract is made the daily flow of the springs is 120,000 gallons. After the company has begun to supply the city with water the flow diminishes, and the springs yield only 80,000 gallons a day. Can the city hold the company for breach of contract, (a) if the land where the springs are belongs to the city; (b) if the land belongs to the company; (c) if the land belongs to a third person?

7. January 1, 1897, A contracts with B to construct 100 bicycles for B during the year 1897, at \$5 apiece. B agrees to furnish all the materials and parts and to pay for each wheel when finished. January 15, A writes to B, "I am so busy that I shall have to charge you \$6 apiece for constructing those bicycles." B at once replies, insisting that A is legally bound by his contract and must perform it. On receipt of B's letter, A responds (January 20), admitting his liability on the contract, and agreeing to go ahead with the work at the agreed price. February 1, B replies, "You need not expect any work from me this year. I do not wish to have any further dealings with a man who hesitates to perform his contracts. I have given the work to C." On receipt of B's letter, A brings suit against B for breach of contract. Can he recover?

8. A sues B for \$100, the price of a horse which B bought of A. B pleads that he was an infant at the time the contract was made. C replies that B came of age ten days before the action was begun, and has never offered to return the horse. Is the replication good?

9. A sells furniture to B under a contract which provides that the title to the goods shall remain in A until they are paid for; that B shall pay \$10 weekly for six months; and that if B fails to make any weekly payment when it falls due, A shall have the option to declare the contract forfeited, and to retake the goods. A few days before a certain instalment falls due, B is summoned to act as a juryman. B thereupon requests A to give him more time for the payment of the next instalment, and A agrees to wait a week. Before the expiration of the week allowed by A, A notifies B that the contract is forfeited, and demands the furniture of B. Is A entitled to the furniture or not?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN CONTRACTS.

MAY 25, 1899.

1. "We, the undersigned, promise to pay to the trustees of the First Presbyterian Church, the sums set opposite our respective names.

"JOHN SMITH, \$500."

On the strength of John Smith's subscription, the trustees expend money and incur obligations in repairing the church. Can this subscription be enforced (*a*) in Illinois; (*b*) in the Federal courts?

2. A and B jointly borrow money from C. By a subsequent agreement between the three, A is discharged and B assumes the sole responsibility for the debt. Discuss the validity of this agreement.

3. A makes a written contract with B to sell B Blackacre for \$1,000, the deed to be delivered May 1. A fails to tender the deed May 1, and by a subsequent written agreement, dated May 10, A agrees to convey Blackacre to B on June 1, and B promises to pay \$1,200 for the land. What is the effect of this second agreement on the respective rights and obligations of A and B?

4. A contracts to build a house for B, according to certain specifications, for \$5,000. The house which A builds is not in accordance with the specifications. Under what circumstances and upon what theory or theories may A recover (*a*) the contract price; (*b*) less than the contract price?

5. Criticise the following statements: (*a*) "A contract will be reformed for mistake of fact, but not for mistake of law." (*b*) "A misrepresentation of law does not affect the validity of a contract."

6. A contracts to sell B 12,000 tons of iron, to be delivered during the year 1899, in monthly installments of 1,000 tons, at \$10.00 a ton, payable ten days after each delivery. In January and February the total deliveries amount only to 500 tons, instead of 2,000, and B refuses to pay for the 500 tons which he has received. The price of iron has advanced to \$20.00 a ton. Under the circumstances what advice would you give A? What advice would you give B?

7. A mortgages Blackacre to B, and subsequently sells the property to C, who assumes and agrees to pay the mortgage. What are B's rights against C in the State and Federal courts respectively, (*a*) where C joins in the deed containing the assumption; (*b*) where C does not join in the deed? What is the effect on B's rights where A releases C from his assumption of the mortgage?

8. Prizes are offered by a newspaper to persons who send in their guesses or opinions on coupons cut from the paper, with twenty-five cents accompanying each coupon. The prizes are made up as follows: To the winner of each competition, 60% of the money received; to the winner of second prize, 40%. The prizes offered are as follows: (*a*) to the person guessing the order in which the clubs in a base-ball league will stand at the end of the season; (*b*) to the person guessing the names of the ten most popular novels, popularity to be determined by the votes cast; (*c*) to the person sending the best answers to twenty questions propounded by the newspaper. Can the winner of any of these prizes sue the newspaper for the money? Why, or why not?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN CONTRACTS.

MAY 29, 1900.

1. "We, the undersigned, hereby promise to pay to the First Methodist Church the sums set opposite our respective names.

JOHN SMITH,	\$100.
WILLIAM JONES,	\$100."

Under what circumstances may the church sue Smith and Jones, and upon what theory?

2. Brown mortgages Blackacre to White for \$1000. Brown then sells the land to Green, who assumes and agrees to pay the mortgage. Green sells to Gray, subject to the mortgage. Gray sells to Black, who assumes and agrees to pay the mortgage. What are White's rights and remedies against Green, Gray and Black respectively?

3. Smith and Jones make a contract whereby Smith agrees to buy and Jones to sell 1000 bushels of wheat for \$1000, deliverable at Smith's elevator on or before June 1. No wheat is delivered, and no money paid. What must Smith allege and prove in order to recover on this contract? What must Jones allege and prove in order to recover?

4. A agrees to work for B as a stenographer for two years, at \$1000 per annum. B agrees to pay A \$1000 a year, and to give him employment in the same capacity and at the same salary for a period of two years more, if A serves him faithfully for two years. The agreement is oral. What are A's rights (a) where B discharges A at the end of one year; (b) where B discharges A at the end of two years; (c) where B dies at the end of one year; (d) where B becomes physically incapacitated at the end of six months?

5. Under the contract set forth in the preceding question, what are B's rights (a) where A dies at the end of one year; (b) where A leaves B's employment without cause at the end of one year; (c) where A leaves B's employment at the end of three years?

6. Under the same contract, A works for B for one year, but refuses to work longer unless B will pay him \$1200 a year. B agrees to do this, but at the end of the second year tenders A only \$1000. What are A's rights?

7. A statute provides that any contract by which one person contracts to give another an option to buy or sell grain at a future time shall be void. A sells B 1000 bushels of grain at \$1 a bushel, and agrees to furnish B 1000 bushels more at the same price if ordered within one month. B orders the additional 1000 bushels within the month, but A refuses to deliver. Can B recover for A's breach of his agreement?

8. Smith agrees to sell to Brown 400 tons of steel rails at \$30 a ton, deliverable in equal amounts in June, July, August and September. Smith delivers 50 tons in June, which Brown accepts and pays for. In July, Smith delivers 100 tons, which Brown accepts and pays for. In August, Smith delivers 100 tons, which Brown receives, but refuses to pay for until Smith has delivered the 50 tons which should have been delivered in June. Smith thereupon refuses to deliver any more iron, and brings an action for the price of the 100 tons delivered in August. Brown brings a cross-action for Smith's failure to the amount of iron called for by the contract. What should be the judgment in each action, the foregoing facts being admitted?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN CONTRACTS.

JUNE 7, 1901.

1. B is a manufacturer of flour, and also a dealer in grain. A offers to sell to B all the wheat that B may need in his business during the year 1901 at 70 cents a bushel. B accepts A's offer. B then orders 1000 bushels of wheat from A, which A refuses to deliver. B brings suit against A for this refusal. What must B prove to recover?

2. Smith writes to Brown ordering 200 barrels of flour at \$6.00 a barrel, for immediate delivery. Brown sends 100 barrels at once, which are delivered at Smith's store during his absence. On his return, Smith finds the flour, but does nothing about it. A week later, Brown sends another hundred barrels of flour, which Smith refuses to receive. What are Brown's rights? What are Smith's Rights?

3. Jones and White enter into a written contract by which Jones agrees to erect on White's land a three-story brick residence in accordance with certain specifications, and White agrees to pay therefor the sum of \$10,000. The specifications call for pressed brick throughout the building. Jones uses pressed brick in the first and second story, but common brick in the third. The building is erected during White's absence in Europe. On his return, White refuses to pay for the building. It appears that the actual value of the building is \$11,000; that the difference between the cost of pressed brick and that of common brick for the third story is \$500; and that to take out the common brick and rebuild the third story with pressed brick would cost \$2,500. How much can Jones recover (a) under the common-law rule; (b) under the doctrine of substantial performance; (c) under the quasi-contractual rule?

4. Brown mortgages Blackacre to Green for \$1,000. Green conveys the land to Black, who orally agrees to pay the mortgage. What are Black's rights? What are Brown's rights?

5. Gray and Robinson enter into a contract by which Gray agrees to sell and Robinson to buy 300 tons of iron at \$10 a ton, 100 tons deliverable in May; the remainder in June, or one-half in June and one-half in July, at the buyers' option. Gray delivers 100 tons in May, which Robinson pays for. Neither party does anything further under the contract until July. On June 30, the market price of iron is \$9 a ton. On July 15 it has risen to \$12 a ton. July 15 Robinson orders 200 tons of iron from Gray "under our contract." Gray refuses to deliver the iron. What are Gray's rights? What are Robinson's rights?

6. Jenkins has an account with Glover, a tradesman, which is settled semi-annually. For the first half of 1899, the amount due Glover was \$200, for which Jenkins gave his promissory note. For the second half of 1899, Glover's statement showed that Jenkins owed him \$300, but there was a dispute as to several of the items. Jenkins's credit being doubtful, Glover offered to take one-half the face of note in cash, and to settle the disputed account for \$100. Jenkins accordingly paid \$200, and Glover gave him a receipt in full of all claims, but retained the note. Jenkins subsequently becomes bankrupt, and Glover seeks to prove his claim against Jenkins's estate for \$100 due on the note, and \$200 due on the open account. Should either claim be allowed? After Jenkins has received his discharge in bankruptcy, he receives a legacy, and promises to pay Glover "that \$300 that I owe you"? Can Glover enforce this promise?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN CRIMINAL LAW.

BY PROF. H. B. HURD.

TUESDAY, JUNE 9, 1896.—9:30 A. M.

DIRECTIONS:—BE SURE YOU UNDERSTAND THE QUESTION BEFORE YOU COMMENCE TO ANSWER IT. LET YOUR ANSWERS BE STRICTLY CONFINED TO THE QUESTIONS, BUT ANSWER FULLY.

1. Give the general rule as to what is necessary to constitute a crime. As to what class of cases is the rule modified?
2. How may intent be shown, and in what class of cases will constructive intent be inapplicable? Give an example.
3. Compare what one may do in defence of his dwelling-house with what he may do in defence of other property.
4. Where may one charged with a crime be tried? Give the general rule and state any cases in which the rule is not strictly applied, and the reason therefor.
5. Give the difference between an *ex post facto* law and a retrospective law.
6. What is being twice put in jeopardy? May one be twice indicted and punished for the same act? If you say he may, state under what circumstances.
7. Give the difference between a prosecution by indictment and one by information.
8. Give an instance of a continuing crime and the theory upon which it is held to be continuing.
9. Define robbery and state how it differs from larceny from the person.
10. Give the common law definition of burglary. How has this been changed by Illinois Statute?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN CRIMINAL LAW.

JUNE 9, 1899.

[DISTINGUISH IN EACH CASE BETWEEN COMMON LAW AND STATUTORY RULES.]

1. A sends poisoned candy to B by mail, intending to kill B. C eats some of the candy and dies from the effect of the poison. Of what crime or crimes is A guilty?

2. In a prosecution for rape of what consequence is evidence as to the age of the defendant? As to the age of the prosecutrix?

3. Is A guilty of the larceny of wine in the following cases: (*a*) Where A bores a hole in the wine cask and catches the wine in a pitcher; (*b*) where the cask is leaking, and A catches in the pitcher the wine that would otherwise have been lost?

4. A is closing his house for the summer, and has ordered an expressman, B, to call for his silver to carry it to a safe-deposit vault. C calls at the house after dark, and says to A, "I have come to get that box that is to go to the safe-deposit vault." A, thinking that C is the expressman, allows him to take the box containing the silver, which C appropriates and disposes of. Of what crime is C guilty?

5. Is A guilty of any crime in the following cases: Where he fraudulently obtains, (*a*) gas from a pipe; (*b*) compressed air from a reservoir; (*c*) mineral water from a spring; (*d*) electricity from a wire; (*e*) news by "tapping" a wire; (*f*) news by intercepting a dispatch sent by wireless telegraphy?

6. A note is signed "John Smith, Trustee." The payee erases the word "trustee," and indorses the note to a stranger. Is the payee guilty of forgery?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

CRIMINAL LAW.

EXAMINATION BY PROF. HURD.

JUNE 2, 1900.

1. Name the two elements that constitute a crime at common law. Is moral obliquity essential? Is the motive with which the act is done material?
2. In defending ones self from death or serious bodily harm what may one do? What should he do before taking life or resorting to extreme measures?
3. What is the rule about defending ones dwelling house?
4. When may a private person arrest an offender without a warrant, and when may an officer arrest without a warrant and what in either case should be done with the prisoner?
5. How do the courts reconcile this way of proceeding with that provision of the bill of rights which forbids arrest without warrant?
6. What does the bill of rights require as a condition of the issuing of a warrant to arrest one for an alleged crime?
7. What is an *ex post facto* law, what as to the validity of such a law?
8. Give the rule as to the burden of proof, and the amount of proof to justify conviction.
9. Of what nature must the less offence be to allow of a conviction for it, under an indictment for a greater offence?
10. What is the one essential thing to be proved in all criminal cases, and without which no conviction can be had?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN CRIMINAL LAW.

WEDNESDAY, JUNE 12, 1901.

PROF. HURD.

1. When may an officer arrest without a warrant and when must he have a warrant to authorize him to arrest?
2. What constitutes a crime? Give the general rule and the exceptions.
3. When one is shown to have committed the criminal acts charged, what presumption does the law indulge in as to the doing of such acts?
4. Mention three or more cases where a specific intent is required to constitute the crime. What is the rule as to proof of specific intent?
5. Define the different kinds of homicide: Murder, man-slaughter, justifiable and excusable homicide.
6. Give the common law definition of burglary.
7. Give the common law definition of arson.
8. When is the taking of property from the person of another robbery, and when is it larceny from the person? Answer so as to show the difference between the two crimes.
9. Give the distinction between embezzlement and larceny by servant.
10. When a statute creating a crime specifies a certain class of persons and then use general words, as where it forbids "any tradesman, artificer, workman, laborer or *any other person whatsoever*" exercising his calling on Sunday, how are the general words to be construed, that is to what persons will the general words "*or any other person whatsoever*" apply?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

CRIMINAL LAW.

EXAMINATION BY PROF. HURD.

WEDNESDAY, FEBRUARY 5, 1902.

1. Define crime and tell what two things are essential to the commission of a crime.
2. What is the distinction as to remedy between public and private wrongs? How is a public wrong redressed and how a private wrong?
3. Name four offenses which merge minor offenses and name the minor offenses so merged.
4. Suppose an indictment for one of these major offenses and the proof shows the commission of the minor offense and fails to show the commission of the major can there be any correction?
5. Name the several points (or facts) that must be proved in order to sustain a verdict of guilty, at common law, in a case of burglary.
6. Name the one of these facts not peculiar to this offense that must be proved in the case of every indictable offense without exception, and give the reason why this is so.
7. What is the distinction between justifiable and excusable homicide, giving an illustrative case under each head?
8. To render one responsible for a homicide because of mere nonfeasance, what is necessary to be shown?
9. Suppose in a suit to abate a rendery as a nuisance, the defense is that when the rendery was established it was not a nuisance, and has become such only because of the place becoming inhabited since its establishment, what is the answer to such contention?
10. What is an *ex post facto* law?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN MASTER AND SERVANT.

JUNE 4, 1900.

1. The plaintiff was a laborer in the defendant's car-shops in Chicago, and his work consisted in inspecting and testing the wheels and axles of trains before departure. By the negligence of the engineer in starting a train the plaintiff was caught between the wheels and injured. The defendant was a corporation chartered in Massachusetts, but doing business and liable to suit in Illinois. With reference to the relative favorableness of the law of master and servant, would you for the plaintiff elect to sue in Illinois, Massachusetts, or the Federal Court?

2. The defendant's agent was removing burned-out carbons from electric street lamps, his ordinary custom being to drop or throw them into the street below. On this occasion, in tossing away a carbon, he struck the eye of the plaintiff, who was passing in a wagon. The following instruction was held correct, in *Hankinson v. Lynn Gas and Electric Co.*, Mass., 56 N. E. 604, Feb. 28, 1900:

"The jury were instructed that, if the carbon which struck the plaintiff in the eye was thrown 'for the purpose of carrying out and performing his duty in his employment,' the defendant was liable, and, on the other hand, if the carbon was thrown by Bayrd 'to carry out some whim of his own, in accordance with some impulse of his own, and not for the purpose of carrying out or accomplishing the purpose for which he was then and there employed, the defendant would not be liable.' "

Do you agree with this ruling?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN PERSONAL PROPERTY.

FRIDAY, FEBRUARY 8, 1901—9:45 A. M.

PROF. HURD.

1. In what several ways may personal property be held as to the tenancy?
2. Specify the five limitations on the absolute ownership of personal property stated by the author.
3. State the rights as to the removal of fixtures: 1st, as between heir and executor; 2nd, as between the devisee and executor; 3rd, as between the executor of a tenant for life and the remainder-man or reversioner; 4th, vendor and vendee; 5th, mortgagor and mortgagee; 6th, landlord and tenant.
4. What are emblements, and what are the rights of a tenant as to removing the same?
5. Define chattels real and chattels personal.
6. What, at common law, are the rights of a husband as to the wife's personal property? Speak specially of his rights as to her choses in action.
7. What is the relation of partners to the partnership property? Describe their tenancy. What are the rights of a surviving partner and what of the personal representative of a deceased partner? To what extent may a partner bind the firm by contract?
8. Define corporation, where will you find the measure of its powers?
9. When, that is, under what circumstances, may the seller revoke the sale of personal property and reclaim the goods?
10. What is the right of stoppage in transitu?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN PERSONAL PROPERTY.

SATURDAY, FEBRUARY 8, 1902.

NOTE.—In answering the following questions it may be assumed that actions upon promissory notes are barred by the statute of limitations in 10 years, and that all other actions on contracts and actions for torts to personal property are barred in five years from the time the cause of action arises.

1. A, who owned land adjoining B, entered wrongfully upon B's land and took therefrom a bee hive and swarm of bees belonging to B. A year later this hive swarmed, and the swarm flew over onto B's land. B secured it and placed it in an empty hive belonging to A. Five years and one half after A's wrongful taking he replevined this hive and its swarm. Did the action lie?

2. Trover for the conversion of lumber by B vs C. Case stated. A fraudulently cut timber on B's land, sawed it up into lumber worth twelve times as much as the original logs. A, then endeavoring to conceal the identity of the lumber mixed it with lumber of the same quality in his own yard. It is conceded that the lumber made from B's logs was one-thirtieth of the whole amount of lumber of the same quality in A's yard. A then sold his yard and all the lumber in it to C who paid value and who had no notice of A's fraudulent acts or B's claims. A absconded. The necessity of demand by B and refusal by C was waived. Can B recover? If so, what is the rule for damages?

3. A, a traveling salesman, arrived at B's hotel, bringing with him some personal baggage and a trunk full of samples belonging to his firm. A few days later his employers sent him some additional samples. These were delivered to him by B. Still later C, a traveling salesman for another firm, forwarded his baggage and samples to A to keep for him till he arrived. These likewise were turned over to A by B, who supposed that they had also been sent by A's employers. A left B's hotel suddenly without paying his bill. B held all the baggage and effects in A's possession and refused to deliver any part of them to A's firm or to C until paid for A's board. A's firm and C both brought trover. Can either recover, and if so, for the conversion of what articles?

4. A being indebted to B in the sum of \$1,000 gave him his promissory note for that amount, and at the same time pledged to B a certain lot of cotton. A, being in default, and the value of the cotton having declined, B sells it in the open market for \$1,000. Six years later the value of that cotton having risen to \$2,800, A tenders B the amount due upon his promissory note and demands the cotton. Upon B's refusal to deliver, what action, if any, has A against B? What would be the damages?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN PROCEDURE.

TUESDAY, FEBRUARY 5, 1901.

PROF. HURD.

1. What is the name of the first process in a common law suit in this state? Give essential parts.
2. How is such process served at common law?
3. At what time, with reference to the return term of Court, should a declaration be filed, and what is the consequence if it is not filed before first term, and what before second term?
4. What does the statute require to be filed with the declaration, and what does it allow to be filed with it, and what advantage can the plaintiff gain by availing himself of this liberty?
5. How could an objection to the execution of an instrument sued upon be raised at common law, and what change has the statute made in this respect?
6. What change has the practice act made with reference to profert and oyer?
7. What are considered as being part of the record in a common law suit and what not? How can you make the latter a part of the record?
8. Give the two ways of getting a case into the Appellate or Supreme Court and describe each way so as to show the differences between them, and the advantages of one over the other under the different circumstances which you specify?
9. In what way do you bring the attention of the Appellate or Supreme Court to the errors you wish it to consider?
10. Of what does the record consist when it is ready to be filed in the Appellate or Supreme Court? Name the parts in a general way.

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN REAL PROPERTY.

JUNE 2, 1896.

1. Define: (a) real property; (b) estate; (c) tenure; (d) seisin, and livery of seisin; (e) title.

2. Define: (a) freehold; (b) fee simple; (c) fee tail; (d) estate for life; (e) dower.

3. How are lands held in the United States, and subject to what public rights and powers?

4. (a) How might lands be conveyed at common law prior to the enactment of the Statute of Uses? (b) What was essential to all such conveyances? (c) What estates, whose enjoyment was postponed, might arise in connection with, or be created by, such conveyances? (d) State the characteristics and incidents of such estates.

5. What were uses prior to the Statute of Uses? (b) What uses were executed, and what uses remained unexecuted, under the Statute of Uses? (c) After the enactment of the Statute of Uses, how might lands be conveyed at law? (d) Define contingent, springing and shifting uses, and state briefly their distinctions.

6. Define: (a) estate upon limitation; (b) estate upon condition; (c) conditional limitation; (d) executory devise. (e) State the distinction between shifting use and executory devise.

7. A died leaving a widow, a daughter and a nephew. By will he devised certain lands to trustees to pay over the income to the widow during her life, "and after the death of my said widow, then said lands shall vest in my said daughter and nephew, in each an undivided half thereof, to have and to hold to them and their heirs forever." The daughter died without issue prior to the widow's death. When do the remainders vest? Who takes the daughter's interest?

8. (a) A, by a deed of bargain and sale, conveys lands to B for the use of C for life, upon condition that the lands conveyed shall not be used for saloon purposes within the life-time of C; and, if so used, then for the use of D and his heirs forever. What interests are created by this deed? (b) If A had by will devised said lands to B for the same uses and upon the same condition, what interests would have been created?

Lot 1, Block 2, Ashland Addition to Chicago.

1. Receipt from Register for first payment to John Brown, dated April 1, 1835.
 2. Assignment to James Collins, June 1, 1836.
 3. Warranty Deed, James Collins and wife to William B. Ogden, March 6, 1837.
 4. Patent to James Collins, April 1, 1838.
 5. Warranty Deed, William B. Ogden to Patrick Chambers, October 1, 1860.
 6. Tax Deed to Ashael Gage, August 4, 1864.
 7. Quit Claim Deed, Ashael Gage and wife to Patrick Chambers, August 4, 1863.
 8. Warranty Deed, undivided half, Patrick Chambers and wife to John Smith, October 20, 1871.
 9. Warranty Deed, John Smith and wife to Otis Johnson, trustee, September 12, 1880.
 10. Special Warranty Deed, Otis Johnson, trustee, to Henry Waller, June 2, 1889.
 11. Mortgage, Purchase money, Henry Waller to Otis Johnson, trustee, June 2, 1889.
 12. Judgment for \$2,000, entered against Otis Johnson, January 30, 1889.
 13. Judgment for \$500 against Henry Waller, April 2, 1891.
 14. Warranty Deed, Henry Waller to Edward Otis, May 31, 1896.
- Abstract continued to June 1, 1896.
Write opinion of title.

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN REAL PROPERTY.

MAY 31, 1899

“B”

1. Distinguish reversion from remainder.
2. Distinguish vested from contingent remainders.
3. A died leaving him surviving a son and daughter. To the latter he gave by will for life certain real property, with remainder over to her issue; and, if she should die without issue, then such property “shall go and descend to my [testator’s] heirs at law.” The brother survived testator and died without issue, leaving him surviving no parent but only his widow and sister. Upon the subsequent death of the sister without issue, leaving her surviving a brother of the testator her only heir at law, to whom and in what proportions does said property pass.
4. In the foregoing question, the other facts remaining the same, suppose the testator left him surviving his widow who also survived both the son and daughter, her children. To whom and in what proportions does said property pass?
5. A died, leaving by will certain real property to his daughter for life, with “remainder to her issue, and in default of such issue, to my [testator’s] heirs at law.” Testator left him surviving said daughter and one son, her brother. Upon her death without issue, leaving her surviving a widower and said brother, her only heirs at law, who takes said property and how (by said will or descent)?
6. A, by deed of feoffment, conveyed certain lands to B for the use of C for the use of the Northwestern University, to have and to hold so long as it shall be used for educational purposes, and then over to D. What interests are created?
7. By deed certain lands were conveyed to A for life, “and then over to his child or children; but, if he shall die without heirs, then to the heirs of the grantor herein.” The grantee subsequently had two children born to him, both of whom died prior to his death. Whose heirs take upon the determination of the particular estate?
8. By deed certain lands were conveyed to A “in trust, to rent, manage and control the same, and pay over the net income therefrom to B for life; and, upon the death of B to hold the same in trust for his children for life, they to have the care and management thereof; and, upon the death of the survivor of such children, then to their heirs.” What interests are created?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN REAL PROPERTY.

FRIDAY, JUNE 14, 1901.

"B"

NOTE—IT IS REQUESTED THAT ANSWERS TO THE FIRST FOUR QUESTIONS BE GIVEN IN MERE OUTLINE. CLEAR AND DIRECT STATEMENT, WITHOUT DETAILS IS EXPECTED.

1. (a) How do reversions and remainders differ from each other? (b) How do vested and contingent remainders differ from each other? (c) How do vested and contingent remainders differ from vested and contingent uses?

2. (a) How do vested and contingent uses differ from springing and shifting uses? (b) How do springing and shifting uses differ from executory devices?

3. (a) State the origin and development of the rule forbidding perpetuities. (b) To what does the rule apply?

4. (a) State the principal effects of the statute of uses. (b) To what uses is it inapplicable? (c) What are trusts?

5. A by deed conveyed certain lands to B, C and D, "to have and to hold to said B for life; and, upon the death of said B, then unto his said sons C and D in fee in equal parts if they shall both survive him; but, if either of his said sons shall die before the death of B, then to the other." (a) What estates are created?

(b) Assume that this deed, after the foregoing quotation, contains the following words: "Provided, That if, prior to the death of B, his sister E attains the age of forty years, then on her attaining such age to her in fee." What estates are created?

6. A by deed of trust conveyed certain lands, situated in a state having a "married women's act," to B "in trust for the use of C [the wife of the grantor] for life, she to occupy and enjoy the same for life; and at her decease to her heirs in fee, share and share alike." Subsequently B, "as the trustee of C and her heirs," reconveyed to A. Thereafter A conveyed to D. After the death of C her surviving children, and only heirs, bring ejectment against D. (a) Can they recover?

(b) Suppose C to have been a widow of a third party; also that the trustee was given the active management of the property during her life; also that the trustee and C joined in a deed to D, he paying to C in consideration for the conveyance the full value of the property. Can the heirs of C upon her death maintain ejectment against D?

7. A by will devised a farm to his elder son B for life, and then to C the son of B in fee; but, if C should die before attaining lawful age or without issue, then in fee to those of A's other children who shall have then attained lawful age. B survived A. C survived B, but dies at the age of twenty years without issue. (a) What interests pass?

(b) Assume that the foregoing limitations are contained in a deed instead of in a will. Upon the death of C who takes?

8. Z by will devised all his lands to Y, to have and to hold in trust, with full powers, to pay over the net income to testator's daughter X until she attains the age of forty years; then to convey one-half thereof, to be selected by Y, to X in fee; but, if she die before attaining that age leaving a child and such child shall attain the age of twenty-one years, then to convey said half to such child in fee; or, if she die before attaining that age, leaving no child of lawful age her surviving, then to convey said half to testator's son W. The will also provided that Y, on X's attaining the age of fifty years, shall convey the other half of said lands to her in fee, but, if she die before attaining that age leaving a child, then to such child in fee; and, if such child shall not attain the age of twenty-one years, then to testator's son W.

X survived Z thirty years and died at thirty-nine years of age, leaving a son who died when twenty years old, W still surviving. What interests pass under this will?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN TORTS.

MAY 15, 1897.

1. ANSWER ANY EIGHT QUESTIONS, AND NO MORE.
 2. WRITE LEGIBLY, OR YOUR PAPER WILL NOT BE CONSIDERED.
 3. GIVE REASONS FULLY IN ALL CASES.]
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1. *Press Dispatch from Ridgeland, Illinois, Jan. 4:* "Jones and Smith yesterday laid a plot to make Robinson intoxicated at Loeffler's inn, with the purpose of robbing him while he was drunk; they succeeded, but did not rob him, and then carried Robinson out and put him on a bench in front of the house to sleep off the effects. Two boys, Dick and Bob Williams, passing by, amused themselves by focussing a burning-glass upon Robinson's head, which had become wet with liquor. The hair took fire, somewhat to their surprise, and Robinson was burned." What action, if any, has he against whom for what?

2. In the preceding case, suppose that the boys run away as soon as Robinson wakes up, and Robinson goes to the police station and swears out a warrant of arrest; the police-officer follows the road taken by the boys, and arrests two boys and brings them to the nearest police magistrate, where Robinson appears and identifies them; the boys deny their guilt, but the magistrate sentences them to jail for one month. Next day it appears that the arrested boys are the wrong ones, and upon their release they sue Robinson, the police-officer, and the judge for false imprisonment. What conditions would you, as counsel, advise them to be legally necessary in order that they should succeed in their actions?

3. The defendant's dog came upon the plaintiff's land, trampled down a flower-bed, and bit the plaintiff. What allegations must the declaration contain in order not to be demurrable?

4. On May 1, at Millville, a new postmaster was appointed, and on the same day A was arrested on a charge of complicity in a recent bank-robbery; on May 2, the *Millville Gazette* published accounts of the appointment and of the arrest, with photographs of the postmaster and of A; but by the printer's mistake the photograph of the postmaster appeared over A's name and that of A over the postmaster's name. Moreover, A was innocent of the robbery. The postmaster and A now sue the editor. May either recover?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN TORTS.

JUNE 8, 1898.

1. ANSWER ANY EIGHT QUESTIONS, AND NO MORE.
 2. GIVE YOUR REASONS IN ALL CASES.
 3. WRITE LEGIBLY, OR YOUR PAPER WILL NOT BE CONSIDERED.
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1. The plaintiff was a mortgagor, who, on foreclosure and sale of the premises, refused to leave on notice by the defendant, the buyer at the sale. The defendant then entered, during the presence of the plaintiff, and evicted the plaintiff by force. May the plaintiff maintain an action for the dispossession?

2. The plaintiff is a sister-in-law of B, a tenant of the defendant, and was paying B a week's visit at his invitation. The defendant as landlord had agreed with B to keep the yard of the house in repair, and, while repairing a well in the yard, had left the cover off. The plaintiff, while crossing the yard on a dark night and with due care, fell into the well (the opening being level with the ground) and was injured. Has she an action? (48 N. E. Ind. 9.)

3. The defendant is accustomed to indulge in loud, profane swearing on his premises, to the annoyance of the plaintiff's family, who occupy the adjoining house. What redress has the plaintiff, if any?

4. A's house, in B town, takes fire, and B's fire company, in attempting to extinguish the fire, is obliged to lay the hose from the nearest hydrant across the track of C railroad company. After detaining the trains for an hour, C's manager gives the order, the fire still raging, for the trains to be run, and the hose is cut in two, stopping the water supply, so that the fire spreads to the adjoining house of D and burns it. Has any one an action against anybody for anything?

5. Two boys, A and B, riding bicycles, collide, and A is injured. In A's action against B, there is a plea of contributory negligence. The Court, instructing the jury as to the standard of care, says: "An infant is capable of negligence; but the standard of his negligence is to be only that care which may be expected of one of his age." Is this sound?

6. In the same action, it appears on the trial that both boys were at the time of the injury, riding on the sidewalk, in violation of a city ordinance. How would this affect the case of either in this action?

7. A quarrels with and discharges his stenographer B; and B, in leaving, takes A's typewriting machine, by mistake, instead of his own. After two weeks' time, during which each uses the machine in his possession, B discovers the mistake, and goes to A's office with the machine which he has, intending to explain and to exchange; but A refuses him admittance. B immediately brings suit for conversion against A; and A then sues B for conversion. Should either recover?

8. A, a cigar-maker, not employing members of the Cigar-Makers' Union, an association of employees, puts the Union's label on cigars made in his factory. The Union officers, in retaliation, by advertisement and by circulars, notify all members of the Union, and the public in general, not to buy cigars from A's factory. Will an action lie (1) by A against the Union officers, (2) by the Union officers against A?

9. A, a railroad station-master and telegraph-operator, hearing of the escape of a lunatic on a train just departed, wires the operator B at the next station: "Look out for X, an escaped lunatic, on train No. 15." On the arrival of the train, B causes X to be detained; but X turns out not to be the escaped lunatic. May X sue A or B for anything?

10. Father and child are injured in a railroad collision; after six months the father dies of the injuries, but the child recovers. If the defendant can prove that the father was negligent, which actions would it thus defeat, and which actions would still be maintainable?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN TORTS.

MAY 24, 1900.

- [1. ANSWER EIGHT QUESTIONS, AND NO MORE.
2. GIVE YOUR REASONS IN ALL CASES.
3. WRITE LEGIBLY, OR YOUR PAPER WILL NOT BE CONSIDERED.]

1. A neighbors' quarrel, in Peace Alley, between A and B, in which A struck first, ended by A's calling a policeman, going with him into B's house, and arresting B on a charge of disorderly conduct. Later, B was bailed out, and immediately sought a lawyer and brought an action against A for false imprisonment; whereupon A, without delay, entered suit against B for malicious prosecution. Should either plaintiff succeed?

2. The defendant, a hardware manufacturer, made bicycle name-plates bearing the name of B, a popular bicycle-maker, on an order from X, a different maker, who subsequently placed them on bicycles not made by B, the maker named on the plate. On what conditions, if any, could an action for deceit be maintained against the defendant by a purchaser of such a bicycle?

3. Mrs. K selected, bought, and paid for a certain watch at M & Co.'s; so also did Mrs. L on the same day. On the next day, M & Co., by a clerk's error, sent the watch of each to the other. Mrs. L did not notice the error, and wore the watch sent to her. Mrs. K discovered the error on opening the package, and immediately sent back the watch by express to M & Co.; but the expressman lost it on the way. Mrs. K then went in to M & Co. and demanded her own watch, and they, after hearing her explanation, replied that they would send to Mrs. L and obtain the other watch. But Mrs. L, on learning from M & Co.'s letter that her own watch was lost, wrote to M & Co. refusing to give up the one she had received. This letter M & Co. forwarded to Mrs. K, who immediately began actions of trover against M & Co. and Mrs. L. The latter then brought suits in trover against Mrs. K and against M & Co. M & Co. then brought similar actions against Mrs. L and Mrs. K. How should these actions be decided?

4. A & Co. were contractors who had publicly announced that they would employ no non-union laborers. The defendant, who was secretary of a labor union, wrote to A & Co. that the plaintiff was not a member of a union, intending to prevent the plaintiff from obtaining employment. The plaintiff, in consequence, was refused employment on application to A & Co. Has the plaintiff an action against the defendant?

5. On Dewey Day, 1900, a committee in charge of a public celebration and parade hired the defendant, among others, to build a grand stand for those reviewing the spectacle; the persons thus hired being master-builders, by reason of a strike prevailing among journeymen-carpenters. The plaintiff, on application to the committee, had received a free ticket to the stand. At a part negligently constructed by the defendant, the grand stand broke down on the day of the parade; and the plaintiff, who was sitting there, was injured. Can he for this injury recover against the defendant?

6. On the same occasion, a father and son were also injured, the son suffering an arm-fracture and the father being instantly killed. Assuming some person to be liable for the injuries thus received, what actions would lie, at common law and under statutes, on behalf of this father and son?

7. On the same occasion, a panic occurred among those sitting on the portion of the stand adjacent to that which fell; in the crush which ensued, the plaintiff N was severely bruised and trampled on by unknown persons, and was also frightened and nervously shocked so that she became seriously ill in consequence of the shock. Has she for these injuries an action against the person who is responsible for the defective stand?

8. M, according to a local custom, in November collected in heaps the dead leaves on his garden-premises, and burned them, making a profuse and disagreeable smoke and odor, which came upon his neighbor R's land and into his house. Thereupon R, on each occasion when such a heap was fired by M, played the hose upon it and extinguished the fire, standing the while upon his own land. Has either party an action against the other?

9. A and B, each riding a bicycle at night without a lighted lamp, collide and injure each other. What issues should be submitted to the jury?

10. Press Dispatch: "Syracuse, N. Y., April 30—This city is face to face with a milk famine. The two hundred milkmen who furnish the city's milk, including the two milk associations, controlling practically the entire source of supply, have determined to boycott the city and serve not a quart of milk until a recent requirement of the board of health, enforced by the commissioner of public safety, forbidding the issuance of licenses except to dairymen who can show certificates of the tuberculin test of all their cattle, has been rescinded. Such a decision was reached at midnight on Saturday night, when the Associated Dairymen, who furnish the city's milk, adopted resolutions and signed a compact binding them to this course."

Would any action lie against one of the associations or its members by a person to whom they refused to furnish milk?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN TORTS.

MAY 31, 1901.

- [1. ANSWER ANY EIGHT QUESTIONS, AND NO MORE.
2. GIVE YOUR REASONS IN ALL CASES.
3. WRITE LEGIBLY, OR YOUR PAPER WILL NOT BE READ.]

1. On March 1, 1901, A, being the leader of a society formed to suppress illegal liquor-selling, marched with his society to X's liquor-shop, and for some time harangued the crowd collected on the sidewalk, causing traffic in the street to be wholly obstructed. While B, C, and D, members of the society, continued to address the crowd, A entered the shop and with an axe demolished the liquor casks and bottles; the liquor was in fact illegally kept for sale. X finally drove A out, and dispersed B, C, D and the remainder by beating them. Will any action lie against A, B, C, or D by X, or by A, B, C, or D, against X?

2. On the premises of a factory owned by A and leased by B was a tall smokestack. On April 1, 1901, an unusual gale of wind blew it over upon the land of X. What action, if any, has X against whom? (58 N. E. Ill. 403).

3. The plaintiff was a friend of A, who was a friend of X's housemaid. At A's invitation, the plaintiff went with her to have supper with the housemaid, and was made ill by some poisonous baking powder sold to X by Y. Has the plaintiff an action against X or Y? (58 N. E. Mass. 584).

4. The plaintiff was riding on a personal mileage ticket belonging to him, but owing to a broken arm was unable to write his name for identification upon request. On his refusal to pay a cash fare, the conductor, in good faith believing him to be an impostor, arrested him for fraudulent evasion of fare; the fraudulent evasion of fare was by statute a misdemeanor. Has the plaintiff an action against the conductor? (42 Atl. Me. 800).

5. A was driving a herd of cattle along the highway in a town, and one of them escaped into B's abutting premises. A was about to enter to drive it out, but B refused to let him unless he first paid for the damage done to B's land. What rights has A against B and B against A?

6. The defendant's train came past a highway-crossing without warning by bell or whistle, and the plaintiff, who was at that moment in his wagon traversing the track, jumped to escape the collision; in consequence of the shock of his narrow escape, he became severely ill. Has he an action against the railroad company? (58 N. E. Mass. 586).

7. A's hens came upon B's land and injured his flowers, and B killed them. Has either an action against the other? (58 N. E. Mass. 586).

8. M's child was instantly killed by the defendant's negligence, M having carelessly left the child in a place of danger. The child's administrator, N, brings an action for the death. May he recover? (47 Atl. Conn. 120).

9. The plaintiff alleges that he left the employment of the defendant railroad company during the strike of 1894, and thereafter applied for employment with the T. R. Co., which refused to give employment without a "clearance card" from the previous employer, and that the defendant on demand refused to furnish such card; that the defendant and T. R. Co., with others, had agreed mutually to refuse employment to each other's former employees not presenting such a card; in consequence of which the plaintiff failed to obtain the employment which he would otherwise have obtained, to his damage in \$5,000. Demurrer. Is the declaration good? (58 N. E. Ill. 463).

10. The defendant incorrectly informed X that the plaintiff was a "delinquent debtor," in consequence of which the plaintiff was unable to buy goods of X on credit; the defendant and X, being in the same line of business, had made a mutual agreement to inform each other monthly by circular of their "delinquent debtors," and the defendant's information to X as to the plaintiff was sent in the monthly circular for February, 1901; the plaintiff did not apply to X till April, 1901. Will an action lie? (34 S. E. Ga. 216).

For the year
September, 1902 - June, 1903.

Alphabetically arranged.

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN COMMON LAW PLEADING.

THURSDAY, JUNE 4, 1903.

[A NEW FULLY REVISIONED QUESTION]

1. Give the general issue in the various personal actions and its scope in each.
2. A and X, each in an automobile collided and A, being hurt, sues X in trespass. X contends that the collision was caused by A's excessive speed and failure to turn to the right, also that X had a warrant for A's arrest and A was trying to escape, and would have done so but for X's heading him off. What pleas should X file and why? Give only pleas necessary to these contentions.
3. A rents a piano to M January 1, 1903, M paying one month's rent. January 10, 1903, M sells it to X who takes it. What actions can A maintain against M? Against X? If A replevies the piano from X January 15, 1903, what should X plead, and what judgment will be entered?
4. A sues X in detinue. X pleads that A agreed to sell him the goods for \$100, and that upon paying the money he, X, might take them, whereupon he took them. What should A do? Suppose A replies *de injuria* generally and X demurs, for whom will judgment be given?
5. A sues X in trespass *gaere clausum fregit*. X pleads that he entered the premises as the landlord's agent to demand the rent. A replies that he came after sundown. X rejoins that A told him to come at the time he did. Will a demurrer to the rejoinder be sustained?
6. What is a plea *puis darrein continuance*? When is it to be pleaded? A sues X for breach of contract to manufacture goods. X pleads *non assumpsit* and subsequently *puis darrein continuance* a release. Can X prove on the trial that he offered to make the goods but A refused to let him?
7. A sues X in trespass *de bonis asportatis* for carrying away two hogsheads of sugar. X pleads that the hogsheads contained granulated sugar and were seized by him as a distress for rent due under a lease to A. In fact the hogsheads sued for contained brown sugar and the rent was not due. What shall A do?
8. A sues X in assumpsit on a fire insurance policy. X pleads that proof of loss was not given him within 60 days of the fire as required by the policy. Does this amount to the general issue?
9. What is the reason of the rule that there cannot be a traverse upon a traverse? What are its limitations?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN CONTRACT. (first term).

MONDAY, FEBRUARY 2, 1903.

[Give Reasons for all Answers.]

1. A, falsely representing himself to be B, a merchant of Springfield, entered C's store in Chicago, ordered goods on credit, and directed that they be shipped on the X railroad to Springfield. When the goods reached Springfield, the railroad delivered them to A, and C subsequently discovering the swindle, brings suit against the railroad for the value of the goods. Defense, that the goods were delivered to the purchaser. (a) Can C recover? (b) If A had represented himself to be the brother of B, could C recover?

2. A, a farmer who for several years has sold B potatoes and other farm products for household consumption, sends him two barrels of apples. B had not ordered the apples, but he keeps them. A brings suit in contract for the value of the apples. Frame a charge to the jury.

3. A offers by telegraph to sell B 2000 bushels of wheat at 75 cents per bushel, two months credit. B wires A, "Should like three months credit." A answers, "Can't give three months," B replies, "Offer accepted." A refuses to deliver the wheat. B sues for breach of contract. Recover?

4. The Trustees of a church ask several architects to submit plans for a chapel, reserving the right to reject all plans. After examining the designs submitted, the board votes that "A's design be selected and he be chosen architect." This vote was not formally communicated to him, but he was told by a member of the board that he had been successful. Two days later the board rescinds its resolution and rejects all plans, but A, anticipating such action writes to the board, accepting the position of architect, and mails the letter one hour before the board meets. What are the rights of the parties?

5. A writes to B, "If X needs money, let him have it and I'll see that you are paid." B loans X \$100, taking his promissory note for that amount, and sits down to write to A to inform him of the loan. Before he finishes the letter, he receives a telegram from A, withdrawing his guarantee. B then writes A that his withdrawal was too late. When the note falls due X fails to pay it, and B sues A. Recover?

6. A owes B \$500. C undertakes, by instrument under seal, to pay the debt. D guarantees C's undertaking. What are B's rights?

7. A transfers to B a hundred shares of railway stock, in consideration of a promise by B that he will immediately give \$5000 to the Art Institute. Before the Institute receives notice of the contract it is rescinded by mutual consent. The Institute sues B. Recover?

8. (a) Define consideration. (b) Outline its history. (c) State the law as to necessity of consideration in sealed instruments,

9. A promises to give his nephew B \$500. He fails to keep his promise and B threatens to sue. The matter is then compromised by A giving his note for \$300 and B agreeing not to sue for the balance or make any further complaint about the matter. (a) If A refuses to pay the note, can B recover on it? (b) If A pays the note, can B recover the balance of the promised \$500.

10. An agent of the A Publishing Co., engaged in collecting data and obtaining subscriptions for a book of biographies, handed B a paper and asked him to sign it so that in the sketch his name might be spelled correctly. B, not noticing anything on the paper, signed his name. In fact the paper was a printed contract of subscription for the book. The company sues on the contract. Frame a proper charge to the jury.

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN CRIMINAL LAW.

SATURDAY, JUNE 6, 1903.

[REASONS MUST BE GIVEN IN ALL CASES.]

1. Defendant was indicted for selling a white horse, the property of Jeremiah Fuller. At the trial the name of the owner was proved to be Jedediah Fuller, and there was no evidence to prove that the horse was a white horse.

(a) Can the defendant be convicted on the indictment, at common law?

(b) What are the sources of the criminal law:

1st—In the Federal Courts?

2nd—In the Illinois Courts?

2. A, in New York, procured B to go to New Jersey and there take from the possession of C certain goods. B at the time of taking the goods believed that A was the owner of the same. A knew that the taking would be larceny. B was arrested in New Jersey with the goods.

(a) Is A guilty as principal or accessory?

(b) In what jurisdiction is A punishable—in New York or New Jersey, or both?

(c) Supposing that B had known all the time that the taking would be larceny—would it make any difference in either of your answers above?

3. A was tried and convicted under a charge of assault with intent to commit murder. After the conviction of A the man upon whom the assault had been committed, died.

Can A be tried for murder?

4. The defendant is indicted for arson. He threw a lighted squib at A in the highway, intending to frighten him. A instinctively kicked the squib away and it went through a crack in the sidewalk, fell in a bundle of papers in a basement and set fire to the building.

(a) Is he guilty of arson?

(b) Would the result be different had the defendant thrown the squib at A intending to commit a felony by putting out his eye by an explosion of the squib?

5. A went into a restaurant, sat down and ate his luncheon, and left the restaurant without paying for his luncheon. He intended to defraud the restaurant at the time he entered.

(a) Is A guilty of any crime at common law?

(b) Would it make any difference if A had forgotten to pay as he left the restaurant, but after leaving remembered his oversight, and decided then not to pay for his luncheon?

6. X went to the window in the post office and asked for a stamp, which was handed to him. He put it on a letter and dropped the letter into the box prepared for it and ran out without paying for the stamp, having intended so to do from the first. The postmaster at once took the letter out of the box and removed the stamp.

Is X guilty of a crime, and if so, what crime?

7. The defendant was a driver for B, the owner of a local express. His duties terminated at five o'clock in the afternoon. One evening he broke open the door of B's stable, took one of the horses and express cart, secured from a customer of B a parcel to carry, carried it, and was paid for carrying it 25 cents which he took for his own use. His intention from the beginning was to do as he in fact did. Was he guilty of a crime, and if so, what?

8. The defendant and A signed a written contract, by the terms of which they agreed to become man and wife. By the law of the State this was a valid marriage. After living together for a year, they agreed to annul the contract, burned the written paper and separated. This did not legally annul the marriage. The defendant bona fide believing himself not to be legally married then married B, and he is indicted for bigamy under the statute. The Court held him guilty, saying: "There is no intent involved in this case, except the doing of the thing forbidden to be done by the statute." (*State v. Zichfield*, 46 Pacific, 802).

Is the decision correct, and is the reason a valid one?

9. Defendant was indicted for obtaining \$50 under false pretenses. He induced A to give him \$50 by representing that he had a \$500 counterfeit bill which could not be distinguished from a genuine bill, and that he would give it to A. Defendant had no counterfeit bill.

May he be convicted?

10. The A Railroad and the B Railroad made an agreement that each would keep a list of all employes who were discharged by either of them for cause, or who should join the strike against either of them, that each would send the other copies of the list and that neither would take into his employ a man who was on the list of the other. X joined the strike against the railroad B to get shorter hours, and subsequently asked for employment from the A railroad. He was refused work because his name was on the list furnished to the A railroad by the B railroad. On these facts the two railroads are prosecuted for criminal conspiracy.

(a) Can either or both be held?

(b) What class of conspiracies are clearly within the provisions of the criminal law?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN DAMAGES.

FRIDAY, MAY 29, 1903

1. Define the following: Damages; Exemplary Damages; Liquidated Damages; Nominal Damages; Remittitive.

2. A contracted with B to erect for the latter a 16-story office building in the City of Chicago. The contract contained a clause "The said building to be completely finished on or before May 1, 1903, under a penalty of \$100 a day for each day's delay." By reason of A's fault, the building was not finished until October 1, 1903. On action by B against A, what is the measure of damages?

What would be the measure of damages in such action if the clause read, "in case the said building is not completely finished on May 1, 1903, A agrees to pay to B as and for liquidated damages the sum of \$100,000?"

3. By reason of the negligence of the crew of a train of an elevated railroad company, fire falls from the locomotive upon a horse attached to a wagon in the street below. The horse becomes unmanageable, runs upon the sidewalk, and breaks the plate-glass window in a jeweler's shop. A person standing near seizes and carries away six gold watches and six diamond rings, that were on exhibition in the window, and they were never recovered. In an action by the jeweler against the elevated railroad company, what is the measure of damages?

4. Plaintiff, owner of a steam grist-mill, delivered to defendant, a common carrier, a broken shaft to be taken to an engineer to serve as a model for a new one. On making the contract of carriage, defendant's clerk was informed that the mill was stopped and that the shaft must be sent immediately. The defendant's clerk promised that the broken shaft would be delivered at once. But there was unreasonable delay on the part of the carrier, owing to which work at the plaintiff's mill was stopped for a month. What is the plaintiff's measure of damages?

5. In an action on the case for wrongfully and maliciously suing out an attachment writ, it appeared that the goods of the plaintiff seized under the writ were damaged to the extent of \$500; that plaintiff paid out in defending the attachment suit for court costs \$25, and for counsel fees \$100; that plaintiff's credit was injured by the attachment suit, and that his business was stopped for ten days by reason of the levy of the writ. What is the plaintiff's measure of damages?

6. A was employed by the New York Life Insurance Company for a term of five years as an agent to solicit persons to take life insurance policies in that Company. By the terms of the contract of employment, A was to receive a commission equal to one-half of the first annual premium and 5% of each subsequent premium paid on each policy procured by him. At the end of two years, the Insurance Company, without cause, cancelled its contract with A. A at once obtained employment as a bookkeeper at a salary of \$1000 per annum. At the expiration of the five years specified in his contract with the Insurance Company, having been continuously at work as bookkeeper at said salary, A sued the Insurance Company for breach of its contract with him. What is the measure of his damages?

7. In an action by the owner of property abutting upon a public street against a railroad company operating its road in said street, past the said property, for damages to such property caused by the construction and operation of such road, the defendant asked, and the court refused to give, the following instruction: "The court instructs the jury that they are not to take into consideration the question as to whether or not any damage has accrued to plaintiff's property since the commencement of this suit." Was the refusal of the court to give said instruction erroneous?

If you think the court's refusal was erroneous, state a case where such an instruction would be proper.

If you think the court's refusal was not erroneous, state a case where such an instruction would be improper.

8. May 1, 1902. A agreed to sell, and B agreed to buy 10,000 tons of anthracite coal at \$6.00 per ton, to be delivered in Chicago September 1, 1902. Anthracite coal of the kind specified in the contract was obtainable only in Pennsylvania. The Anthracite Coal Miner's Union controlled the supply of labor to work the mines in Pennsylvania. July 1, 1902, said Union ordered a strike, and no coal was mined from that date till February 1, 1903. By reason of this strike, the market price of the coal specified in said contract was \$20.00 per ton in Chicago, September 1, 1903. The normal, average and general market price of such coal in Chicago was between \$6.50 and \$7.50 per ton. In an action by B against A for his failure to deliver said coal in Chicago September 1, 1902, what is B's measure of damages?

Suppose that, in the above case, on August 1, 1902, A notified B that he would not perform his contract, and that B brought his action against A on August 3, 1902, what would be the measure of damages in such action?

9. A sold B a horse and warranted that the horse was sound. The horse was not sound but had a disease in the eyes. The price paid for the horse was \$100. The real value of the horse was \$25. In an action by B against A for breach of the warranty, what is the measure of damages?

A also sold a horse to C for \$100. To induce C to buy the horse, A told him that the horse was sound. C believed the statement and in reliance upon its truthfulness took the horse and paid the \$100. The horse was not sound, but had a disease in the eyes. The real value of the horse was \$25. In an action on the case by C against A for deceit and false representations, what is the measure of damages?

10. A contracted to buy, and B contracted to sell, a lot or parcel of land for \$5,000. B, at the time of entering into the contract, in good faith, believed himself to be the owner in fee simple. An examination of the records disclosed that C was the real owner, and he refused to sell, the lot was worth \$6,500. In an action by A against B for breach of the contract, what is the measure of damages?

Suppose that, in the above case, without discovery of any defect in B's title, B conveyed the lot by warranty deed; that A accepted the deed and paid the \$5,000; that A went into possession of the lot, remained in possession for one year, and during the year erected a building thereon at a cost of \$10,000; that the real owner of the lot, C, then sued A in ejectment and recovered a judgment against him. In an action by A against B for breach of the warranty contained in the deed. What is the measure of damages?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN PROPERTY I, (first half year)

WEDNESDAY, FEBRUARY 4, 1903.

1. Trover for the conversion of lumber by B vs. C. Case stated. A fraudulently cut timber on B's land, sawed it up into lumber worth twelve times as much as the original logs. A, then endeavoring to conceal the identity of the lumber mixed it with lumber of the same quality in his own yard. It is conceded that the lumber made from B's logs was one-thirtieth of the whole amount of lumber of the same quality in A's yard. A then sold his yard and all the lumber in it to C who paid value and who had no notice of A's fraudulent acts or B's claims. A absconded. The necessity of demand by B and refusal by C. was waived. Can B recover? If so, what is the rule for damages?

2. A contracted with M, the owner of a private branch line railroad from several coal mines to the main railroad lines, for the shipment of a car load of coal to Chicago via the Rock Island Railroad, and paid the freight in advance to M who paid the proper proportion of the freight to the Rock Island Railroad. By mistake the car was delivered by M to the Burlington Railroad. On its reaching Chicago Dec. 10th, the delivery of this car was refused by the Burlington Railroad until the freight had been paid. On Dec. 20th, the price of coal having risen \$5.00 per ton, the Burlington Railroad used this car load for fuel in its engines. A now brings trover for the conversion of the coal. What should be the measure of damages?

3. (a) During what periods of English history were tenure and seisin predominant features of the law of real property? Mention some of the characteristics of tenure, and state the effect of the principal statute dealing with tenure.

(b) What was the general character of the change in the mode of conveying title to real estate wrought by the statute of uses? By Sec. I of the Illinois Conveyancing Act. (R. S. 1874 Ch. 30, Sec. 1)?

4. A bargained and sold Blackacre to B and his heirs for the use of X and his heirs, but if X died without leaving children then to Y and his heirs. After the statute of uses who have what legal estates in Blackacre? Would your answer be different if A had enfeoffed B and his heirs to the use of B and his heirs to the use of X and his heirs; but if X died without leaving children then to Y and his heirs?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN TORTS.

FRIDAY, FEBRUARY 6, 1903.

1. (Answer any *four* questions, and no more.
2. Give your reasons in all cases.
3. Write legibly.)

1. The defendant, a neighbor, is in the habit of throwing stones at the plaintiff's pigeons, thus frightening them away from their house on the plaintiff's premises. What action, if any, has the plaintiff? (90 N. W. Ia. 93.)

2. The defendant entered the plaintiff's house at night and assaulted the plaintiff's husband, thereby terrifying the plaintiff, in consequence of which she became ill. Has the plaintiff an action for the fright or for the illness? (89 N. W. Ia. 1068.)

3. If in consequence of the assault in the foregoing case the plaintiff's husband dies, what action can be maintained for the injury to the husband? (89 N. W. Mich. 629.)

4. The defendant wrote a letter to the plaintiff, abusing him for a supposed act of insult and injury, and addressed the envelope "Joseph Steiner, Anarchist, Chicago Soap Factory, corner of Lake and Water Sts." The plaintiff's employer saw the envelope when it was delivered at the factory, and immediately discharged the plaintiff. Has he any action against the defendant?

5. The defendant, a student in the same class with the plaintiff, by mistake took the plaintiff's book, which had been left on a lecture-table, and used it. After two weeks, the plaintiff found it in the defendant's possession, and claimed payment for it. The defendant offered to restore the book, but the plaintiff refused to receive it. Has the plaintiff an action for its value?

NORTHWESTERN UNIVERSITY LAW SCHOOL.

EXAMINATION IN TORTS.

MONDAY, JUNE 1, 1903.

- [1. ANSWER ANY EIGHT QUESTIONS, AND NO MORE.
2. WRITE LEGIBLY, OR YOUR PAPER WILL NOT BE CONSIDERED.
3. GIVE YOUR REASONS FULLY IN ALL CASES.]

1. A, an agricultural society, held a fair upon its grounds, and licensed B to set up a shooting-gallery upon a certain area enclosed for the purpose. B erected the target with an insufficient protection of boarding behind it. C, while shooting in the gallery and aiming carefully but unskillfully at the target, missed it, and the bullet struck M, who was walking in the fair grounds behind the boarding. What action, if any, has M against A, B, or C? (53 Atl. 979; ib. 1068).

2. The defendant owned a swarm of bees, which were prone to attack horses if near them, and the hives were located in the defendant's garden near the highway. The plaintiff, delivering a load of coal at the defendant's house, left his horses standing unhitched in the highway, contrary to the town ordinance. The bees, attacking the horses, stung them so that they died. What action, if any, has the plaintiff against the defendant? (93 N. W. 86).

3. In the course of an election for the mayoralty, for which the plaintiff is a candidate, the defendant newspaper publishes the statement that the plaintiff, being by birth a Pole, changed his name when he came to Chicago, and has since falsely denied that he ever bore any other name. Assuming this statement to be false, is it actionable under the circumstances?

4. A is run over and instantly killed by a street-car of the C Company. A is unmarried and has no known relatives, and the public administrator takes charge of his estate. What action, if any, lies against the C Company?

5. M, sitting next to X in a street-car, detects X in the act of abstracting M's watch. Restraining him before the watch is actually taken, he calls upon the conductor N to arrest X for stealing. N stops the car, calls a policeman L, takes X out of the car, and hands him over to L, who conducts him to the police-station. X meanwhile protests his innocence, and goes voluntarily from the car and to the police station. M not appearing next day to testify before the magistrate, X is discharged. Has he an action for anything against M, N, or L?

6. Suppose, in the preceding case, that other watches are found in the possession of X, and are handed in by the conductor at the lost and found office of the railroad company. What should the company do, to avoid liability in trover, when a claim is made by A as owner of one of the watches?

7. Suppose, in the foregoing case, that X succeeds in abstracting M's watch, runs from the car, pursued by M at some distance, and goes into a pawnshop and pledges the watch for five dollars, and that M, coming up shortly afterwards, attempts without any explanation to seize the watch from the pawnbroker B, and, upon B's resistance, assaults B and forcibly regains the watch. Would either B or M have an action against the other?

8. All the laundry hands combine in a Union, except those who work for L, and all the laundry owners combine in a Protective Society; the Society is compelled by the Union, through the threat of a general strike, to agree not to employ non-union hands. L fails in business, and his non-union hands, seeking new employment with other owners where vacant places exist, are refused employment because they do not belong to the Union. Have they any action against the Union? (1902, 2 K. B. 732).

9. The plaintiff, seven years old, was playing with his companions X and Y in a vacant sand-lot next to a quarry worked by the defendant. While digging a robber-cave, X and Y came upon a box of dynamite cartridges buried there by the defendant's workmen for future use. The plaintiff, with X and Y, amused themselves with breaking open the cartridges, and the plaintiff was injured by the explosion of one of them. Has he an action against the defendant? (71 Pac. 747).

10. A was waiting on the street crossing for an automobile to pass. The automobile engine exploded just as the machine passed A, causing a severe nervous shock and consequent illness. The explosion occurred through the defective construction of a valve by the maker M, and through the negligent management of the valve by the owner and driver D, who bought it from M. Has A an action against either D or M? (1901, 2 K. B. 669).

