

*No. 78.—General History.—For Class C and for Civil Service Senior.*

*Time allowed: Three hours. [Six questions may be attempted, but not more than six, two of which must be taken from the first three.]*

1. Compare the Greek, the Roman, and the English systems of colonisation. Show wherein lies the superiority of the British over other modern colonisation.
2. What conditions hampered the progress of the American colonies before the Declaration of Independence? In what way did their secession affect England's treatment of her other colonies?
3. Show clearly the influence of Sir George Grey upon the administration of South Africa, South Australia, and New Zealand respectively. Compare his ideal of colonisation with that held by Edward Gibbon Wakefield.
4. What caused the dismemberment of Poland? Say what you know of the subsequent history of the Poles.
5. Sketch briefly the history of Russia from the time of Peter the Great.
6. Discuss the influence exercised by the French Revolution on the social conditions and on the national life of Europe.
7. Show the influence of the following men on the history of Europe: Charles XII of Sweden, Robert Clive, Garibaldi, Ibrahim, John Sobieski.
8. Give an account of the rise and development of the German Empire.

*No. 79.—Constitutional History.—For Class C and for Civil Service Senior.*

*Time allowed: Three hours.*

1. In regard to what legislative matters does the Lower House of Parliament in England and the Colonies claim exclusive or special rights? What is the present relation of the two Houses on such matters? Note shortly the history of this question.
2. How would you describe the tenure of office of Judges of the Superior Courts in England and in New Zealand? To what Act do they owe their position? Mention some leading constitutional cases illustrating the necessity for that Act. Name any other officer who holds his position by the same tenure.
3. From what Courts do appeals lie to the House of Lords and to the Privy Council respectively? Note shortly the history of the appellate jurisdiction of each of these bodies.
4. Give a short account of the history of trial by jury, in England, in civil and in criminal cases.
5. How would you describe the relation of the Privy Council in England or the Executive Council in a Colony to the Cabinet? Note shortly the history of this matter.
6. Write a short account of the history of the liberty of the Press in England.
7. Note shortly the history of the power of the Crown in Council to legislate by Ordinance or Royal Proclamation. What remnant of this power still exists, and how is it limited?
8. Write short notes on the following cases: Bates' Case, Darnel's (or the Five Knights') Case, Skinner v. The East India Company, the Seven Bishops' Case, Wason v. Walter.

*No. 80.—Contracts and Torts—For Civil Service Senior.*

*Time allowed: Three hours.*

1. (a.) A. in Wellington posts an offer to B. in Dunedin. B. writes to A. accepting, and sends his office boy to post the letter. Whilst the boy is on the way to the post, and just before he posts the letter, B. receives a telegram from A. revoking the offer.  
(b.) A. in Wellington posts an offer to B. in Dunedin. B. writes to A. accepting, and posts the letter. B. subsequently telegraphs to A. revoking his acceptance, and the telegram reaches A. before the letter of acceptance.  
State, in each of the above cases, whether in your opinion there is a binding contract, giving your reason. Discuss the principles applicable.
2. Discuss the question whether a promise to pay for past services can under any circumstances amount to a binding contract. What was decided in the case of *Lampleigh v. Braithwait*? How has that case been subsequently explained?
3. A. and B. are in negotiation for the lease of a house by A. to B. A. states that he intends to effect certain repairs, and, in fact, that he has let a contract for these repairs, which will be completed before the commencement of the proposed lease. B. executes an agreement for a lease relying upon this statement, but the agreement says nothing about the repairs. A. did in fact intend to carry out the repairs, and had in fact let a contract, but he changes his mind and does not carry them out, making an arrangement with his contractor cancelling the contract. Can B. repudiate the agreement for a lease? Has he any remedy? Give your reason for each part of your answer, and discuss the principles applicable.
4. (a.) A. and B. arrange the terms of a contract partly in conversation and partly by correspondence. (b.) They arrange the whole terms verbally, and go to a lawyer and give him instructions for a written agreement, which he prepares and they sign. Can anything not contained in the correspondence or writing be relied on as a term of the contract in either case, the contract not being one which is required by law to be in writing? What is the principle applicable?
5. What do you consider to be the proper use of the terms "condition" and "warranty"? What important difference of effect may there be between a condition and a warranty? Give an illustration of each.