

TORTS.

1. Mention and discuss the chief points of difference between a tort and a contract.

2. Is a corporation liable for a tort? Give the old and new rule with reference thereto, and state any existing difficulty in working out a liability therefor.

3. Is an infant liable for a tort? Give reasons for your answer.

4. Define—assault, battery, false imprisonment, libel, slander, and conversion.

5. A's horse while being driven by his owner on a public street takes fright and runs away, and runs over and kills B, injures C, and demolishes D's wagon. Under what circumstances and for what in each case is A liable?

6. What, if any, change has the law of libel with reference to newspapers undergone, either statutory or otherwise?

7. State when and for what A is liable in each of the following cases:—
 (a) For publicly calling B a scoundrel. (b) For accusing B of being a thief for stealing water out of the Saint John River in front of his farm. (c) For shaking his fist under B's nose. (d) For rudely jostling B on the street. (e) For keeping B in his office one hour against his will. (f) For borrowing B's carriage and not returning it. (g) For beating dog. (h) For killing B's hens in A's garden. Give the reasons for your answer in each case.

8. What are the material allegations to be alleged and proved, in an action for malicious prosecution?

9. What is a nuisance? What remedies has a person injuriously affected thereby?

10. What is contributory negligence? When is it a defence to an action for negligence? Give the modern and most approved rule.

*old rule was
corporation
as it has no
body
no
no
no*

*decided in
Malice
Commercial
B. & B.
Municipal
of Montreal*

*70 617
70 700
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*libel Act
1844*

*(a) not liable
16
(d) assault
if done
purpose
(f) action
and if there
was a
purpose*

*the liability must be demanded
before action brought*

*(b) not liable
as it is a
capital of the
(c) as such
(e) false
imprisonment
(g) 10
C-8-100
& B*

*What if reasonable
public cause & malice*

*Abatement
injunctive
damages*

*(g) trespass to personal
property
A has no right to kill the hens*

Dispositions

1897

Not founded on Contract

If a contract implies a duty upon a person the nature of that duty is a warranty of seaworthiness

but founded on contract
for the breach of contract in
breach of duty may be held
liable as if it were a contract
made at the time of the breach

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1) Particulars of a vessel's business of goods
2) Particulars of the cargo
3) Particulars of the crew
4) Particulars of the passengers
5) Particulars of the cargo
6) Particulars of the crew
7) Particulars of the passengers
8) Particulars of the cargo
9) Particulars of the crew
10) Particulars of the passengers

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Maritime Lien a right to enforce by action in the admiralty Court a claim against the vessel

Bottomry Bond one given on ship freight or cargo of vessel

Responsa one given on cargo alone
In England a loss is estimated as consequential from time action begun
In U.S. from time vessel enters with accident.

Consideration by which Court governed in awarding Salvage
Amount of risk & value of property saved, and of labor value of property
saved risked in saving

Voyage policy one for the term voyage implied warranty of seaworthiness
Time " " a specific time, no warranty of seaworthiness
Value " " where amount of insurance is expressed

Managing Owner one who control the management of a ship

Freight remuneration carrier receives for transporting cargo
Cargo goods with which vessel is loaded

Charter party apart by which a shipowner
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Dead freight freight or airt payable by a merchant when he has not shipped a full cargo for the part not shipped.