

3. At an auction sale of land A. bids the highest price and the land is knocked down to him, and he signs an agreement to buy. The vendor immediately refuses to carry out the sale, alleging that he desires to withdraw the lands as the price bid was not high enough. What remedy, if any, has the purchaser? Explain fully.

4. A house is sold for the purpose of being removed and broken up for the material. No writing is signed, but one-tenth of the purchase money is paid. The vendor refuses to complete the bargain. Has the purchaser any, and what, relief? Explain fully.

5. An advertisement for sale by the court describes lands as having 110 feet frontage. It is so valued for the purpose of a reserved bid, and so treated by bidders. The purchaser at the sale signs a contract without reading it. During the investigation of title the purchaser discovers from the deed that there are only 100 feet. The vendor answers that ten feet additional are held under a possessory title. A surveyor on measurement reports that there are only 100 feet. On looking at the contract the vendor and purchaser both discover for the first time that the frontage is there stated to be 100 feet. Has the purchaser any, and what, remedy?

6. A wife, having a decree for alimony, took by conveyance from her husband a valuable piece of land in lieu of alimony in 1869. In 1876 the wife conveyed without her husband. The wife died in 1883, leaving children by the husband. Can the title be forced on a purchaser? Why?

7. A mortgagee offers the land for sale under the power in the mortgage, and the sale proves abortive. The mortgagee a week afterwards sells at an advance of \$1,000 to a clerk of his solicitor, who a year afterwards sells at an advance of \$1,500 to a bona fide purchaser for value without notice. The mortgagor receives from the mortgagee a small surplus, and then sues the mortgagee and the solicitor's clerk for damages. Can he recover? If so, what is the measure of damages? Explain fully.

8. Upon a sale under a statutory short form power of sale in a mortgage, can the purchaser demand any, and what proof of default? Explain fully.

9. A devise to trustees, the property devised to be subject to a power in A. B. to appoint it as he pleases, by will or deed. Can A. B. appoint to himself? If not, what interest has he got in it? Can he lawfully take consideration for appointing to a stranger? Explain fully.

10. Can a power of sale exist in the person owning the fee simple of land? Why?

#### HARRIS' CRIMINAL LAW.

BROOM'S COMMON LAW, BOOKS 3 AND 4.

BLACKSTONE, VOL. 1.

1. What is the difference between an arrest by a *private person, on view*, and an arrest by a private person *on suspicion*, as regards the breaking open doors, and as regards the legal consequences of such person killing, or being killed, in making the arrest?

2. On a trial for obtaining goods by *false pretences*, is evidence admissible to prove that the prisoner has *previously*, and *subsequently*, to the transaction in question obtained other property from some other person by the same pretence? If so, for what purpose?

3. Give an example showing how a person may be guilty of *larceny*, although the goods were voluntarily delivered to him by the owner.

4. In what cases is the Court bound to grant a *repleve* to a prisoner?

5. What is the general rule as to the competency of the *wife* of one of two prisoners *jointly indicted and tried*, as a witness for or against the other prisoner?

6. Explain the meaning of *constructive breaking* in burglary, and give an example.

7. Under what circumstances will a person be guilty of *larceny* of goods which he has *found*?

8. Explain the difference between actions of *slander* and *malicious prosecution*, in regard to the necessity for proof of *malice*.

9. Discuss briefly the question of the necessity for proof of *privity* in an action *ex delicto*.

10. In what different ways may a corporation aggregate be dissolved?

#### CONTRACTS—EVIDENCE—STATUTES.

1. In an action on an agreement at the trial the plaintiff's counsel proposes to prove by a witness that defendant's solicitor admitted in