

represents to B. that he has attained his majority. B. knows that this is not true, although A. is not aware that he is possessed of this knowledge. Is B. entitled to enforce the contract? Explain.

2. A., the vendor, knowing that a nuisance existed which rendered his house unfit for a residence, employed B. as his agent to dispose of it for him without mentioning to him the nuisance. B. entered into negotiations with C. for the lease of the property, and upon being asked by C. if any objection to the house existed replied in the negative. C. discovered the existence of the nuisance and refused to take the house, whereupon A. brought an action against him for breach of the agreement. Can he succeed? Explain.

3. A., the owner of a parcel of land, offers it for sale by public auction; B., a stranger, attends the sale and, intending to deceive, represents to C., who becomes the purchaser at such sale, that the property is worth \$5,000, although he is aware that it is only worth \$5,000. Has C. any remedy against B.? If so, what must he prove in order to recover?

4. A. enters into an agreement with B. to sell to him a farm; he describes it as "all my farm of 200 acres," and the price is fixed on that supposition; but it afterwards turns out to be 250 acres. Can A. compel B. to reconvey the farm or pay the difference in the value? Give a reason for your answer.

5. A. purchases from B. a building lot, and enters into restrictive covenants with him; prior to the sale from B. to A., B. had sold to C., D., and E. certain lots, a portion of the same estate, and they had entered into restrictive covenants with B. and *inter se*, and B. had permitted, without interference, material breaches of the covenant to be committed by C. and D.; the same description of covenants were entered into by A.; A. commits a breach of these covenants. Can B. succeed in an action against A. to enforce such covenants? Explain.

#### Contracts—Common Law.

Examiner: F. J. JOSEPH.

1. A. holds B.'s overdue note for \$1,000, bearing ten per cent. interest; A. undertakes to give B. six months longer time to pay it provided he (B.) pays it with the same rate of interest. Is this a binding agreement? Why?

2. Can a manager of an unincorporated society bring an action against a member of the society for overdue fees?

3. Is an agreement to furnish evidence respecting a matter in dispute between third parties on consideration of sharing in the property recovered a binding contract?

4. Is it lawful for a solicitor to undertake a suit upon the understanding that in the event of his being successful he is to have a percentage of the amount recovered; or that he is not to receive any costs if he is unsuccessful?

5. When is it necessary and when is it un-

necessary to prove special damage in an action on slander?

6. What must be proved in order to sustain an indictment for robbery?

7. A. directs a constable to arrest B. for larceny. In an action by B. against A. for false imprisonment, what must A. prove to justify the arrest? If A. had caused the arrest to be made under a warrant, what would B. have to prove to obtain a verdict?

8. What are the requirements of an acceptance for honor *supra* protest?

9. Mention the cases where it is necessary to present a bill for acceptance in order to render liable any party to the bill; and when is such presentation excused?

10. What are the five powers incident to every corporation aggregate, and which of them are unnecessary to a corporation sole?

#### Common Law, etc.

(Honors)

Examiner: F. J. JOSEPH.

1. A. on behalf of an unknown principal sells goods to B. B. can easily find out whether A. was acting for himself or not. A.'s principal sues B. for the price of the goods. Can B. set-off an overdue note he has of A.'s against the principal's claim?

2. Can a deed be rectified on oral evidence?

3. In what cases does a representation (not fraudulent) which induces a contract, and is not true in fact, affect the validity or operation of a contract?

4. A. purchases 20,000 bushels of wheat from B., for which B. sends him a bill of lading. On delivery A. finds a shortage of 5,000 bushels, and in fact 15,000 bushels was all that was shipped. In an action against the master of the vessel, to what extent would the production of the bill of lading be evidence against him?

5. What bills require to be protested? Is there any practical benefit to be derived from protesting bills that do not require to be protested?

6. An executor of an acceptor of a bill verbally promised to pay the holder out of his own estate provided he would forbear to sue for six months. On the faith of this promise the holder did not sue for six months; was the endorser discharged?

7. What is the effect of registering a mechanic's lien on a leasehold or on land mortgaged previous to the registration of the lien?

8. To what extent is a husband liable for the torts of his wife committed before and after marriage?

9. Discuss the following:—A., with a child in her arms, in alighting from a train, while it is in motion, falls, and the child's arm is broken. The parent of the child sues the company. The company pleads the contributory negligence of A.

10. In what respect do bills which affect the revenue differ from other parliamentary bills?