

2. Discuss briefly the doctrine of conversion. Is there any Provincial legislation which may affect the same; if so, what?

3. A. sells to B. a certain property for the price of \$5,000; B. pays him \$3,000 in cash. and gives him a note for the balance. How is a lien as an unpaid vendor affected? Explain.

4. What circumstances must appear in order to invalidate an award for mistake on the part of the arbitrators, (1) of law; (2) of fact?

5. A. dies intestate. B., his widow, comes to you saying that she wishes to administer the estate. State your mode of procedure.

6. State shortly the nature of the equitable relief granted, if any, in cases where by accident there is a failure to execute a power.

7. What are, and what are not, sufficient acts of part performances to take a parol agreement for the sale of lands out of the statute.

8. Distinguish between a mortgage and a pledge of personal property.

9. How far are settlements made in consideration of a wife's equity to a settlement binding upon creditors?

10. A trustee is uncertain how to proceed in the management of the trust estate. What course would you advise him to pursue?

Chil.

REAL PROPERTY AND WILLS.

1. What effect, if any, have verbal statements and declarations made at an auction sale of lands by the auctioneer or vendor, upon the rights and liabilities of a purchaser, the sale being subject to written particulars and conditions?

2. Has an agent, for sale of lands, authority to receive and give a valid discharge for purchase money? Why?

3. What particulars must an agreement for sale of land contain so as to make it valid under the Statute of Frauds?

4. A land agent is instructed to find a purchaser for a building lot. He has been previously instructed by another person to look out for a lot upon which to build, and on showing him the lot in question, it is accepted, and the sale completed. He charges commission to both. Is he entitled to do so? Why?

In the absence of express agreement, what duty is it to prepare the conveyance, and whose the mortgage, upon a sale of land? Who bears the expense of preparing each, and

of getting each executed? Who bears the expense of registering deed and mortgage?

6. What is the effect of a *lis pendens* upon the rights of parties claiming subsequently thereto?

7. What will pass under a bequest of "ready money?"

8. Under a bequest to "issue," who will take?

9. Is there any case in which covenants for title will be implied in a conveyance? Explain.

10. A mortgagor becomes lunatic, and default is made in the mortgage. The power of sale is exercisable by serving notice on "the mortgagor, his heirs, or assigns." Can the power be exercised? Why?

HARRIS ON CRIMINAL LAW—BROOM'S COMMON LAW, BOOKS 3 & 4, BLACKSTONE, VOL. 1.

1. Define an *accessory before the fact*.

2. What is an *affray*; and how does it differ from an *assault*, and from a *riot*?

3. If a man is tried for *murder*, and acquitted, can he be afterwards convicted of *manslaughter*, upon the same facts? Why?

4. For what different purposes may evidence of a prior conviction be given against a prisoner on a criminal trial?

5. Distinguish *robbery* from *larceny*.

6. Show in what way *intention* is a more important element in *treason* than it is in *murder*.

7. If a chattel in the possession of a *gratuitous bailee* be injured by a third party, by whom may an action for such injury be maintained? Reasons.

8. Upon what is an action of trespass to realty founded? Answer in one word.

9. State briefly the difference between the liability of a master for a tort of his servant, and that of a person for a tort committed by one, with whom he *contracts* for certain work to be done.

10. Into what three different classes is the *unwritten* or *common law* divided.

CONTRACTS—EVIDENCE—STATUTES.

1. What is meant by *novation*? Illustrate by an example.

2. "The revocation of a proposal takes effect only when it is communicated to the other party." Is there any exception to this rule? If so, what?