

ILLUSTRATIONS.

1. B, a livery stable keeper, offers to sell a horse in his stable to A. A says: 'The horse is mine; but, as I have no stable, you must keep him at livery for me.' B is bailee for A, and this is a receipt and acceptance by A¹,

2. B verbally agrees with A to sell A a horse. Immediately after the agreement is complete, B asks A to lend B the horse for a short time. A assents, and leaves the horse in B's custody. This amounts to a receipt and acceptance by A².

3. A agrees to buy a horse from B for forty-five guineas, and to fetch it away on a day named. A comes back about that day, rides the horse, and asks B, as a favour, to keep it for him another week, saying that he will call and pay for it at the end of that time. Here there is no actual receipt or acceptance by A³.

4. A verbally orders two puncheons of rum and one of brandy from B, on the terms of six months' credit, the brandy to remain in B's bonded warehouse till wanted by A. B accepts the order, and sends A an invoice specifying particular puncheons as sold to A, stating the price, and adding 'free for six months,' meaning that the goods may remain so long without charge in B's warehouse. After the six months, A asks B if he will take the goods back, or sell them for A. These facts are relevant to show that A has actually received and accepted the brandy by assenting to B's holding it as warehouseman⁴

5. A buys of B, through a broker, five tons of a specified quality of oil, to be paid for on delivery. B has oil of that quality lying at a wharf, and authorizes the wharfinger to transfer the quantity bought by A into A's name. The wharfinger gives B a transfer order. B then sends a clerk to A with the transfer order, and an invoice and receipt, to

¹ *Elmore v. Stone*, 1 Taunt. 458.

² *Marvin v. Wallis*, 6 E. & B. 726; 25 L. J., Q. B. 369.

³ *Tempest v. Fitzgerald*, 3 B. & Ald. 680.

⁴ *Castle v. Swoorder*, in Ex. Ch. 6 H. & N. 828; 30 L. J., Exch. 310.