

Law School.

MAY EXAMINATIONS : 1897.

THIRD YEAR.

CONTRACTS.

HONOURS.

Examiner : R. E. KINGSFORD.

1. A. is surety to C. for B. A. is made to pay a debt due by B. and demands from C. the securities C. holds for B.'s debt. On examining them A. finds that C. has by not enforcing them prejudiced A.'s position. A. then claims that by this default of C.'s he has been discharged. How far is such claim correct?

2. A., B. and C. agree that they and their respective heirs, executors and administrators shall form a partnership. A. dies. What is the effect as respects A.'s executors or B. and C.'s heirs respectively?

3. A. agrees by letter to execute a lease to B. or B.'s assigns. B. assigns his right to C., who tenders a lease to A. for execution. A. refuses to sign the lease, on the ground that B. has become insolvent. Is such refusal justified?

4. B.'s signature to a bond is obtained by A. by fraud. A. assigns the bond to C. for value without notice of the fraud. In order to screen A., B. verbally tells C. that he will pay the bond. Relying on this promise C. refrains from proceeding against A. When sued afterwards on the bond B. sets up the fraud. Can B. succeed?

5. A contract is made good within the Statute of Frauds to sell and buy land. Subsequently the parties agree verbally that a third party shall be substituted as vendee for the original vendee. The vendor, notwithstanding this agreement, sues the original vendee on the contract. Can he succeed?

6. A. is in default under a covenant to repair. B., A.'s landlord, verbally promises A. that if A. will certainly do the repairs in a fortnight he, B., will wait till that time and not sue until then. Relying on this promise, A. gives an order for the repairs. Before the fortnight B. issues a writ for damages and also claims that the lease is forfeited. Can he succeed?

7. What distinction is there between the power of an agent having an authority coupled with an interest and an agent having a bare authority?

8. Discuss the liability of corporations in respect of contracts not under their corporate seal but executed by the other contracting party.

9. A. & B. are in partnership. B. enters into an agreement with C. that he, B., will take C. into the partnership. What are C.'s rights on this agreement?

10. A. leases a brewery to B. and in the lease covenants that he will not, during the currency of the lease, carry on the business of a brewer elsewhere or in any manner. How far is such a covenant valid? Why?