

incumbrancer is not bound to release, and will not do so, what course can be pursued to complete the contract?

7. A debtor has land in two counties upon which he has given one mortgage comprising all the land. Writs of *feri facias* against his lands are issued and placed in the hands of both counties. Do they bind the lands so as to enable the sheriff to sell? Why?

8. What is meant by saying that an abstract should commence with a good root of title? Give examples of instruments which do not form a good root.

9. What leases are required to be registered so as to preserve priority?

10. What is a bare trustee?

SMITH ON CONTRACTS—BENJAMIN ON SALES.

1. A. sends by mail to B. an offer to sell him certain goods at a named price. B. mails a letter of acceptance. Before the mailing of the letter of acceptance, A. mails a letter of withdrawal, which B. does not receive until after his letter of acceptance is mailed. Is there any contract? Reasons.

2. Is a contract of sale complete if no price is agreed on?

3. Explain briefly the connection between the question whether the vendor of goods has lost *his lien* for the price, and the question whether there has been a sufficient *receipt* of the goods to satisfy the Statute of Frauds.

4. Are the following tenders good: (a) A debtor owing \$90 hands his creditor 100 ten dollar bank bills, and tells him to take out of them what is due him; (b) the debtor hands the creditor 5 twenty dollar bank bills and demands the change?

5. Which is in general the *consideration* for a sale of goods; the payment of the price, or the purchaser's *obligation* to pay it?

6. A merchant orders 100 barrels of flour from a miller, who sends him 200 barrels. What different courses may the purchaser legally adopt?

7. When a contract made in the United States is sued on in Ontario, by what law are the *interpretation* of the contract, and the *remedy* upon it respectively governed?

8. If the amount written on the body of a note and the figures in the margin do not agree, will oral evidence be admitted to prove which is right? Why?

9. An agreement is made verbally between A., B., and C. for good and sufficient consideration, by which A. assumes and agrees to pay a debt owing by B. to C., and C. releases B. from the debt. Is such agreement valid? Why?

10. What, if any, effect will a written acknowledgment of the debt signed by the debtor, have upon the running of the Statute of Limitations, if the acknowledgment contains a promise to pay the debt upon a certain condition?

MERCANTILE LAW—STATUTES—PRACTICE.

1. A., B., and C. sign a promissory note, commencing "we promise to pay." What is their liability?

2. Explain the difference in result between the following cases:

(1) A. consigns goods to B. under a bill of lading, expressing that the goods are shipped by order, and on account of B.

(2) Goods are delivered by A. to C., to be carried under a bill of lading, whereby C. undertakes to carry for or on account of A., and to deliver to A. or the assignee of the bill of lading.

3. A. sells goods to B., and sends them to B.'s house on B.'s instructions so to do. When they reach B.'s house he refuses to take the goods because A.'s clerk says he has instructions from A. not to leave the goods without receiving the money for them. How far could A. succeed in making B. liable for the goods? Why?

4. How far can money be recovered from an agent to whom it has been paid for the use of his principal but such payment turns out to have been wrongfully made?

5. A. is security for B., who is C.'s clerk; B. commits a fraud upon C., which C. agrees to overlook, not wishing to injure B. Subsequently B. again commits a fraud upon C., who thereupon sues A. for C.'s default. What defence could A. raise? Why?

6. A. sues B. on an agreement to buy goods, and B. enters an appearance. Statement of claim is delivered, but no statement of defence. What steps can A. take to obtain judgment?

7. At what stage of an action can a plaintiff withdraw his case, or part of it, without an order?

8. In what cases may relief by way of interpleader be granted?

9. A. is a creditor of C., B., a friend of C., buys part of C.'s stock, and instead of paying the