

sends for payment, C. refuses to pay, on the ground that he had a set-off against B., and had not contracted with A. Can A. recover against C.? Supposing C. had consumed the goods, would it have made any difference?

11. The defendant ordered from plaintiffs, who were manufacturers of steel rails, 1,000 tons of rails of their own manufacture. The rails were shipped, but the defendant refused to take them, as they had not been manufactured by the plaintiffs. The plaintiffs proved that the rails were of the same quality as those ordered by the defendant. On this evidence, could they succeed?

12. How does the death of a surety affect a continuing guarantee?

13. What is the rule regarding the payment of freight to a shipowner where the goods are carried, but are injured in the carrying—or, where the shipowner has carried only a portion of what he agreed to carry?

14. The trustees of a church ask A. for a subscription to their building fund. A. says, "I have no money, but I will insure my life for \$5,000 and hand you over the policy, but you must pay the premiums." Can the trustees collect the policy?

15. Is the holder of a bill of exchange for value necessarily a holder in due course?

16. (b) \$550.

Toronto, (a) May, 1893.

(a) One month after date pay to (c) the Treasurer, for the time being, of the Anthracite Coal Company or order, (b) Five hundred dollars, (d) with interest, at the (e) Dominion Bank at Toronto. A.B.

To Messrs. C. D. & Co., Hamilton.

Across the face C. D. & Co. write, "Accepted, payable at the (e) Standard Bank at Toronto for (b) \$400."

Assume there is no such company as the Anthracite Coal Company.

The words "with interest" were added by the drawer after the bill had been accepted. Briefly discuss the several paragraphs in the above bill.

17. A procures from B. & Co. certain ploughs of their manufacture, in order to sell them for B. & Co., but upon the agreement that no property in the goods is to pass to A. A. sells them to D. and absconds. Under what circumstances (if any) could B. & Co. recover the ploughs from D.?

18. A., residing in Toronto, by chattel mortgage duly registered, mortgages his goods to B. Three months afterwards A. removes the goods to Hamilton, where he has gone to reside. After this removal, C. issues an execution against A. in Hamilton. Are the goods liable to C.'s execution?

19. Explain the position of a creditor under an assignment:

(a) When he holds a security on the estate of the insolvent.

(b) When he holds a security on the estate of a third person for whom the insolvent is only secondarily liable.

(c) Where he holds a note not yet due.

20. A levy is made upon all the assets of an execution debtor. The execution debtor is in arrear in payment of wages to his employees. Have they any remedy?