

CONTRACTS.

Mr. W. H. TRUEMAN.....Examiner.

Time: Three Hours.

1. Criticise the statement that an acceptance by mail completes a contract the moment it is despatched, though it is never received. Is this rule authoritatively established?
2. When do *fructus naturales* constitute an interest in land within the fourth section of the Statutes of Frauds? Is *Marshall v. Green* good law?
3. A being tenant to X under a lease to run 99 years, promised verbally to pay an additional \$20.00 a year during the balance of the term in consideration that X laid out \$200.00 in repairs to be put on anytime within 18 months. The repairs were made from time to time extending over a period of 18 months. Can A's promise be enforced against him?
4. An oral promise by A to B to answer for a debt owing by C to B in event of C not paying it, was made in Russia. By the law of Russia such a promise need not be in writing. A and B removed to New Brunswick and an action was brought there on the promise. A's defence was that the promise was not in writing. What would you answer to it?
5. A printer contracted to print debentures in a special form on paper supplied by himself. Is the contract one for the sale of goods and chattels or for work and labor?
6. Define consideration. Discuss *Haigh v. Brooks*. Why would not the return of the boilers in a detached state in *Bainbridge v. Firmstone* be a consideration for the defendant's promise as being a detriment suffered by the plaintiff?
7. Enumerate the instance in which the payment of a smaller sum will be a satisfaction of a larger.
8. Recite the provisions of the 4th and 17th sections of the Statute of Frauds. Is there any distinction between the words used in the 4th, "no action shall be brought"; and those in the 17th, "no contract shall be good"?
9. A supplies B, an infant studying law, with a number of law books which, if B did not already have, would be necessary to enable