

can only contract under seal? State the effect of the section of the New Brunswick Joint Stock Companies Act touching the subject. Is it in conflict with the provision of the Bills of Exchange Act dealing with corporation bills and notes?

8. Recite generally the provisions of Sec. 4 and Sec. 17 of the Statute of Frauds. If no memorandum of the Contract is drawn up at the time of its formation, would one secured any time before bringing action be available?

9. *Wain vs. Warlters* was decided upon the Statute of Frauds. What amendment was made to the Statute to override its effect?

10. A offers by letter to B a quantity of merchandise. B mails a letter accepting offer. Immediately he changes his mind and wires that he declines offer. The telegram arrives before the letter. Is B bound? Suppose B sends his letter of acceptance by his own servant, and before his arrival B telegraphs to A countermanding the acceptance. Is there a contract?

11. Did *Cook vs. Oxley* decide, that where an offeror gives a certain time in which the offer may be accepted, the offer cannot be withdrawn? Did it decide that an offeror need not revoke his offer to prevent acceptance? Discuss and compare it with *Byrne vs. Van Tienhoven* and *Dickenson vs. Dodds*.

12. If a contract is expressed in writing, is absence of consideration excused?

13. Property is advertised to be sold at Chubb's corner by public auction; a bid is made. The owner then bids higher, and the property is knocked down to him. Can the owner hold the property against the first bidder? Suppose the terms of the sale had been "without reserve," would your answer be different?

14. A has been induced by B's false pretences to loan to the latter a sum of money. Unless the money is returned, A threatens to prosecute B for an indictable offence. B's father then gives A a promissory note for the amount. Could A recover in an action for its payment?

15. Keeping in mind *Derry vs. Peek*, frame a definition of fraud.

