

C O N T R A C T S

-. . . . " -

- (1) How many and what description of contracts are there? Give a short definition of each.
- (2) Is there any difference, if any what, between a simple contract and a contract under seal in respect to the consideration, either in the statement of it in the contract or in the enforceability of a contract.
- (3) By what several means may a contract be discharged? and the contractual relation between the parties be dissolved?
- (4) Is an undisclosed principal a party privy to a contract entered into by an agent?
- (5) If A enters into a contract with B believing him to be a certain person when he is not that person, is A bound? Would your answer be the same under all circumstances? and whether B practiced any deceit to induce A's believe or not.
- (6) Where a contract is sought to be made out of several letters or papers, is it necessary that the connection of the several papers appear on the face of them, or may the connection be supplied by parol evidence?
- (7) If two or more persons contract jointly and one of them dies, against whom would an action be brought for breach of contract? and if one or more or two persons with whom a contract is made dies, by whom would an action be brought against the other party to the contract for a breach? and if two or more persons contract with two or more persons and all of them die, by whom or against whom would an action be brought for a breach?
- (8) Name the different kinds of bailments and the extent in each case of the bailee's liability?
- (9) If an agent sells goods for an undisclosed principal in whose name may an action be brought for the goods? and what is the rule of set off applicable in these cases?

C O N T R A C T S

- (10)What is novation? Give an illustration.
- (11)Is it necessary in novation that the new debtor shall have been indebted to the discharged debtor?
- (12)Is it necessary that a contract of novation should be in writing? If not how do you make it an exception to the statute of frauds?
- (13)What is the contract of a common carrier with the person from whom he receives goods for carriage?
- (14)Is a judgment recovered against a principal binding on his surety, or is the surety in an action against him entitled to require the claim to be proved de novo against him?
- (15)Where a person on a criminal charge has been ordered to find bail for his good behavior for a period, and puts money into the hands of the person who becomes his bail on the terms that the money is to be retained by the bail during the period for his protection, and at the end of the term to be returned, if it has been held that no action will lie to recover back the money, either before or after the expiration of the period, though the person bailed has not committed any default, and though the surety was not compelled to pay anything in respect of his obligation; Upon what principle would such a decision be arrived at and do you think it is right?