WRIGHT & DITSON

Continued from Page 1.

The greatest amount of goods from B, over 30 days’ credit, and two days after the receipt of the goods made an assignment for the benefit of his creditors. An examination of A’s books showed that he was insolvent, and had been insolvent for some months. The terms of credit of A having expired B asks your advice:

What should be done and what measures should be in order to succeed?

4. The purchasing agent for a large corporation about to buy a large quantity of goods solicited bids from different persons. Two bids were exactly the same and were lower than all other the bids. Of these two bidders informed the purchasing agent that the bids represented the lowest possible price at which they would sell, but one of the bidders offered the purchasing agent $100 as a transaction. If the transaction was successful, if his firm’s bank was accepted, $80 paid. To whom does the $80 belong and why?

A & B’s new business was designed of drawing his (the Orthodontist’s) family into the country for a day and for this purpose one of A’s sons left home riding a horse and a wagon. While driving he carelessly cut into a foot passenger who was crossing the street but not at a regular crossing. Is A liable for the injury? If so why and if not why not?

May, 1910

1. A ordered from B certain goods. B shipped the goods. A accepted the order and shipped the goods. A knew when he ordered the goods that his business and condition had been going from bad to worse, and that he was in an insolvent condition. After the goods were received, and before the expiration of the 30 days’ credit, it discovered that A was insolvent. B asks your advice as to what he shall do. Advise him to the extent of one-half of one page on your examination.

2. A is writing necessary for the enforcement of contracts or any of them. If we state what contracts, and what writing is required.

3. A building contract was duly entered into. The owner of the house which was to be erected decided that no extras should be considered by the contractor unless ordered in writing by the architect of either the owner or the architect.

While the work was progressing, the owner, by telegram ordered an additional bathroom, and certain hardwood floor, instead of the square mentioned in the contract.

Can the builder collect for these extras? If so, why or not?

4. What is meant by “police power”? If an established business is operated and destroyed by police power, may the former owner recover there treasured damages?

5. Define consideration.

May, 1908


2. (a) What is the effect of mistake in contract?

3. What is the effect of fraud in contract?

4. In what to extent may an agent bind his principal in contract?

5. In what extent is the principal liable for his agent’s torts?

A and B were partners in the grain business. A bought a farm from X. A further, and gave in payment of this farm a note payable in 10 years, signed by him to the firm name, payable to the order of the firm. Is the farm liable to the firm? Why, or why not?

If the furrow was sold and endorsed the note mentioned before its maturity to Z, would the farm be liable to Z? Why, or why not?

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