

# **QUESTIONS AND ANSWERS ON CONTRACTS**

Published @ 2017 Trieste Publishing Pty Ltd

ISBN 9780649330614

Questions and Answers on Contracts by Frederick S. Tyler

Except for use in any review, the reproduction or utilisation of this work in whole or in part in any form by any electronic, mechanical or other means, now known or hereafter invented, including xerography, photocopying and recording, or in any information storage or retrieval system, is forbidden without the permission of the publisher, Trieste Publishing Pty Ltd, PO Box 1576 Collingwood, Victoria 3066 Australia.

All rights reserved.

Edited by Trieste Publishing Pty Ltd.  
Cover @ 2017

This book is sold subject to the condition that it shall not, by way of trade or otherwise, be lent, re-sold, hired out, or otherwise circulated without the publisher's prior consent in any form or binding or cover other than that in which it is published and without a similar condition including this condition being imposed on the subsequent purchaser.

[www.triestepublishing.com](http://www.triestepublishing.com)

**FREDERICK S. TYLER**

**QUESTIONS AND  
ANSWERS ON  
CONTRACTS**



# Questions and Answers

ON

# Contracts

Prepared with Reference to Anson, Bishop, Clark,  
Lawson, Hammon, Smith, and Selected  
Cases on Contracts.

REVISED BY  
FREDERICK S. TYLER, LL. M.  
*Of the District of Columbia Bar.*

WASHINGTON, D. C.:  
JOHN BYRNE & CO.  
LAW BOOKSELLERS,  
1909

© 1/30/20

S  
US  
907.5  
T

Tx  
T982c

COPYRIGHT BY  
JOHN BYRNE & CO.,  
1909.

APR 11 1916

**QUESTIONS AND ANSWERS**  
**ON**  
**CONTRACTS**

---

1. Define a contract?

A. The following are the easiest definitions for a student to learn and at the same time they have the sanction and approval of the most generally recognized authorities on the subject.

"A contract is an agreement enforceable at law, made between two or more persons by which rights are acquired by one or more to acts or forbearances on the part of the other or others." Anson, 9.

"A contract is an agreement by which at least one of the concurring parties acquires a right to an act or a forbearance upon the part of the other or others." Hammon, 6.

"Every agreement and promise enforceable by law is a contract. Pol., 1.

An agreement between two or more parties upon a sufficient consideration to do or not to do a particular thing.

2. What is meant by the "mutual assent" that is requisite to constitute a contract?

A. The parties must assent to the same thing, in the same sense, at one and the same time.

3. What is an express contract?

A. It is one in which the parties declare their intention openly by words spoken or written. Hammon, 16.

4. What is an implied contract?

A. An implied contract is one in which the intention is shown by the conduct of the parties, or by the conduct of one of the parties taken in connection with the words of the other. Hammon, 16.

5. State the difference between express and implied contracts?

A. An express contract is made whenever there has been an actual agreement, an offer and acceptance by the parties; while an implied contract arises without any agreement by the parties.

6. Name and define the classes of implied contracts?

A. 1. Implied of fact; where from the facts and circumstances the law says there was consent or acceptance (this may be rebutted); 2. Implied of law; such as are created by law to prevent injustice without regard to the facts and circumstances of the case;



3. Implied from express; such as are necessary for the carrying out of express contracts. Bishop, 11.

7. How are contracts divided as to their time of performance?

A. Into executory and executed contracts.

8. Define each?

A. 1. An executory contract is "one in which the thing agreed upon is not done at the time the agreement is made, an obligation being assumed by one party or both parties as to future acts or forbearances."

2. An executed contract is one in which nothing remains to be done by either party and in which all that has been agreed upon between the parties is performed at the time the agreement is made. Hammon, 11.

9. What are the essential elements of a contract?

A. 1. The agreement; 2. the parties; 3. the consideration; 4. the thing to be done or refrained from.

10. What is the natural division of the subject of contracts?

A. 1. The nature of a contract; 2. Its formation; 3. Its operation; 4. Its discharge; 5. Its construction. Hammon, 1.

11. What is meant by the term "agreement" in the law of contracts?

A. The meeting of the minds which must be at the one and the same time, in one and the same sense, on one and the same subject-matter.

12. When may an offer be withdrawn?

A. At any time before it is accepted. Bishop, 130.

13. How long is an offer presumed to be open?

A. It is presumed to be open and may be accepted within a reasonable time after it is made.

14. What is considered to be a reasonable time?

A. What is a reasonable time depends on the circumstances of each particular case. Bishop, 130.

15. An offer is made by mail, and an acceptance of the offer is sent by return mail but not received; is there a contract between the parties and why?

A. Yes; the offer and acceptance were completed the moment the reply letter was mailed, and if the parties should fail to carry out the contract, the one in fault would be liable to damages.

16. What is an estoppel?

A. An estoppel is where a man by his own acts or words is estopped from speaking the truth.

17. What is privity?

A. The mutual or successive relationship to the same rights of property.

18. How many kinds of privity are there?

**A. Four.**

19. Name and explain each?

A. 1. In blood, as ancestor and heir; 2. In estate, as grantor and grantee; 3. In law, as tenant by courtesy and wife's heir; 4. By representation, as testator and executor or intestate and administrator.

20. What persons are bound by an estoppel?

A. All parties and those in privity with them.

21. If an order is sent to a merchant what part of the contract does the order constitute?

A. It is the offer to purchase.

22. If the merchant ships the goods what part of the contract does that act constitute?

A. The acceptance of the offer and the contract of sale is thereby complete.

23. How are railroad time tables considered in the law of contracts?

A. As an offer to all members of the general public who apply to be carried that the trains will run as advertised in the time table. Lawson, 17.

24. What is a seal?

A. An impression or mark on any impressionable substance for the purpose of giving authenticity and solemnity to an instrument.