

Q U E S T I O N S  
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- 1) What is the practical effect of the rule that the offeror is not bound by his offer even when he himself has fixed a term for acceptance (thereby implying to continental lawyers a promise not to revoke)? v. Rapport p. 23, 24, 26)
- 2) Is there no way of reconciling a duty not to revoke with the English standpoint? (pp. 23-24, 26)
- 3) To what commercial needs in England and America do the formal requirements of the Statute of Frauds correspond as far as the offer is concerned? (pp. 27-28)
- 4) Does the requirement of a memorandum in writing not encounter difficulties, especially in the formation of contracts by telephone between stockbrokers trading in margins?
- 5) At what time the risk is transferred in the case of a shipment of a mass? (p. 44 supra)
- 6) In the case of sale followed by delivery with bill of lading:
  - a) Are two conditions necessary for the transfer of the risks:  
the shipment of the goods and the dispatch of the bill of lading (p. 40)
  - b) In case of an affirmative answer:  
May the bills of lading be dispatched even though the seller knows of the destruction of the goods? What date is decisive for the passage of the risk? (p. 41)

- c) Do English merchants use a notification of shipment instead of and in addition to a bill of lading?
- 7) In English and American law, what, exactly, are the different meanings of the word "rescission" ? (pp. 66-67)
- 8) What is the practical effect in English law of the rule forbidding the seller to recover interest upon the price; especially to what extent do the courts make use of their power (granted to them by sect. 28 Civ. Proc. Act of 1833) to allow interest to the creditor of a sum of money? (p. 84)
- 9) If the contract provides for specification of the goods by the buyer (by weighing measuring etc.) what in England and America are the seller's rights upon the buyer's refusal to specify? (p. 87)
- 10) In England and America does the action for the price presuppose passage of title to the buyer? Do the "damages for non acceptance" of S.G. Act 50, U.S. Act 64 presuppose that the title has not passed? (pp. 92-94).