

ployment he can recover nothing for the consequences. He assumes the risk whenever he thus engages to work. If the service be especially perilous and yet he clearly understands the nature of it and is injured when performing it, he can get nothing. Doubtless in many of these cases he is paid a larger sum for working under such conditions. Whatever may be the truth in this regard, the principle of law is well understood that, if he has a full knowledge of the risk of his situation and makes no complaint about the nature of the machinery that he is to operate, he accepts the risks, however great they may be. In one of the cases an employé was injured by the kick of a horse belonging to his employer, but he recovered nothing, because he understood the vicious nature of the animal. The horse had kicked others; in fact, its reputation for kicking was well known, and the employé began work with his eyes wide open.

This rule also applies if tools, machinery, etc., become defective and the employé continues to work after the defects are found out. Of course, every one knows that tools wear out and machinery becomes weaker, and that is one of the natural consequences of using them. And so it is regarded as one of the risks ordinarily taken by an employé, and therefore he can get nothing whenever he is injured through the operation of a defective machine caused by the natural wear and tear of time.

## COMMERCIAL LAW

### EXAMINATION PAPER

*NOTE.—The following questions are given as an indication of the sort of knowledge a student ought to possess after a careful study of the course. The student is advised to write out the answers. Only such answers need be attempted as can be framed from the lessons.*

1. (a) What is a contract? (b) What is the difference between a simple and a special contract? (c) What contracts can be made by a minor? When and how can he ratify them? (d) If a person makes a contract to work for one year and breaks it after working six months can he collect six months' wages? (e) Give illustrations of six different kinds of contracts.

2. (a) When is it necessary that contracts be in writing? (b) In what case is a failure of consideration a good defence to a contract? (c) Is a consideration required to make an offer binding? (d) Is the delivery of goods essential to make a sale complete?

3. (a) What are the different kinds of warranties? (b) Suppose A should buy goods and pay for them, but not take them away, and afterward B should buy them and take them away—could A recover the goods from B?

4. (a) What is the difference between a public and a private carrier? (b) Must a public carrier take everything offered? (c) What rules of liability apply to common carriers, and how can they be modified?