

- 3.—What classes of Contract are by law required to be in writing?
- 4.—To what extent is a Surety's liability affected by dealings between the creditor and the principal debtor? What rights does a Surety acquire by paying off the debt?
- 5.—What is meant by acceptance supra protest for honor, and what is its effect?
- 6.—(a) If the drawer of a cheque die before it is presented at the Bank for payment, is the validity of the cheque affected thereby in any way?
(b) What is the duty of the holder of a cheque, as payee, or otherwise, as regards its presentation, in order to have recourse upon the party from whom it was received?
- 7.—(a) What are the legal requirements for the enforcement of a promise, under the Common Law?
(b) What instruments are to a certain extent exceptions to these requirements?
- 8.—(a) What are the essentials to negotiability in a Bill of Exchange?
(b) What principles of law apply to the transfer of overdue and dishonored bills?
- 9.—In a reference as to a claim under an insurance policy as between insurer and insured, what is a necessary requisite to make the amount due under the award binding on both parties?
- 10.—If an Arbitrator is bound by the submission to make a final determination on all matters referred to him, what would be the effect of his award, if he excepts one matter out of his decision?

FINAL EXAMINATIONS.

INSOLVENCY.

TIME—3 HOURS.

Companies.

- 1.—Distinguish between the winding up Acts of Canada and Ontario, with special reference to the authority for the several stages of procedure in the liquidation of a company?
- 2.—What is the legal effect of the settlement of a shareholder's name upon a list of contributories by the Court?
- 3.—(a) To what extent may persons affected by the voluntary winding up of a company seek the assistance of the Court?
(b) Is a voluntary winding up of a company a bar to the right of any person affected to have the company wound up by the Court?