

LAW STUDENTS' DEPARTMENT—EXAMINATION QUESTIONS.

MARRIED WOMEN.

1. A testatrix bequeathed to her "niece M. J., the wife of R. H.," a share in a fund resulting from real and personal estate, after the termination of a life-interest in the same. The testatrix further declared that every provision made for any woman in the will was made and intended to be for her sole and separate use, without power of anticipation, and that her receipt alone should be a sufficient discharge for the same. The tenant for life died before the testatrix, and the fund had been ascertained and paid into court. *Held*, that it should be paid out to her on her separate receipt.—*In re Ellis's Trusts* (L. R. 17 Eq. 409) commented upon.—*In re Croughton's Trusts*, 8 Ch. D. 460.

2. T. was married in 1846, and became insolvent in 1861, and had no assets. In 1876, his wife became entitled under her father's will to £500 a year for life, remainder to her children. The will did not settle the income to her separate use, and there was no marriage settlement. The husband contributed nothing to the wife's support. The general assignee claimed half the income for the creditors. *Held*, that the court could settle it all on the wife, in its discretion; and such settlement was made.—*Taunton v. Morris*, 8 Ch. D. 453.

See HUSBAND AND WIFE.

MORTGAGE

1. A mortgagor was obliged to take out letters of administration, in order to perfect the title of the mortgaged premises to the mortgagee. In an action for foreclosure and payment of the sum due on the mortgage, *held*, that the mortgagor was not entitled to have the costs of taking out the letters paid out of of the mortgaged property.—*Saunders v. Dunman*, 7 Ch. D. 825.

2. *Held*, that a person mentioned in a deed with two others, as a party to it, but who never executed it, could not maintain an action to have the deed declared void. *Held*, also, that one of three co-mortgagees could not maintain an action to foreclose, making the mortgagor and his two co-mortgagees defendants.—*Luke v. South Kensington Hotel Co.*, 7 Ch. D. 789.

See SETTLEMENT, 2; WAIVER.

MORTMAIN ACT.—See WILL, 4.

NEGLIGENCE.

1. The defendant used his premises for athletic sports. A private passage, having a carriage-track and footpath, ran by his place, the soil of which passage belonged to other parties, but over which there was a right of way. In order to prevent people in carriages from driving

up the road to his place to see the sports over the fences the defendant, without legal right, and, as found by the jury, in a manner dangerous to persons using the road, barricaded the carriage-road by means of two hurdles, one placed on each side of the road, leaving a space in the centre, which was ordinarily left open for carriages, but on occasion of the games was closed by a bar. Some person unknown moved one of the hurdles from the carriage-road to the footpath alongside. The plaintiff, passing over the road in a dark night in a lawful manner, and without negligence, came in contact with the obstruction on the footpath, and had an eye put out thereby. *Held*, that the defendant was liable for the injury.—*Clark v. Chambers*, 3 Q. B. D. 327.

(To be continued.)

LAW STUDENTS' DEPARTMENT.

EXAMINATION QUESTIONS.

FIRST INTERMEDIATE EXAMINATIONS :
TRINITY TERM, 1878.

Equity.

1. "Equity will not suffer a wrong without a remedy." Explain this maxim.
2. What declaration of trust must be proved by writing?
3. What was the object of the statute 13 Elizabeth, cap. 5?
4. What is an implied trust?
5. It is said that "Equity never wants a trustee," What is the meaning of this expression?
6. In the case of a written contract for the sale of lands, the vendor refusing to carry out the contract, what remedy has the vendee (a) At Law, (b) In Equity?
7. Explain the rule as to the appropriation of payments.

Smith's Common Law—Con. Stats. U. C.
Caps. 42 & 44, and Amendments.

1. Define "Mayhem." When is it excusable?
2. In how far is the utterer of a mere repetition of a slander liable, when he is not the author of the scandal? Would such repetition make any difference in the liability of the original utterer, and if so, under what circumstances?
3. What is the meaning of the technical term "parol contract"?