

## LAW STUDENTS' DEPARTMENT—EXAMINATION QUESTIONS.

Everett, 7 Ch. D. 428; s. c. 6 Ch. D. 122; 12 Am. Law Rev. 513.

4. Testator left his property in trust for his children, the shares of the sons to be paid them at the age of twenty-five, those of the daughters to be settled to their separate use for life, remainder in trust for their issue. Then followed this clause: "And in case of the death of my said daughters or of any of my sons before they shall attain their respective ages of twenty-five years, or of such of them as shall not have received his or their share or respective shares of and in my estate, for the reasons aforesaid, without lawful issue, or having such, and they shall happen to die, being a son or sons, before he or they shall have attained the age of twenty-five years, or being a daughter or daughters, before the age of twenty-one years or marriage, then and in such case I do hereby will and direct that the share or shares of him, her, or them so dying shall go and be divided equally between my surviving children, and be paid to them or applied to their uses in such manner as his or their original shares are hereby directed to be paid and applied, . . . according to the true intent and meaning of my will." The testator left three sons who attained the age of twenty-five, and three daughters, who all married and attained to the age of twenty-five. Two daughters died, leaving issue still living. One son died unmarried, and one leaving issue still living; then the third daughter died without issue, and finally the third brother died. On a petition for the payment of the share of the third daughter to the persons entitled, *held*, reversing the decision of the Master of the Rolls, that "surviving children" meant "other children," and that the share in question was to be divided into fifths, and paid, one-fifth each, to the issue or personal representatives of the two sisters and three brothers of the deceased.—*Lucena v. Lucena*, 7 Ch. D. 255.

5. A testator directed his trustees to hold a fund in trust "for my child (if only one), or for all my children (if more than one), in equal shares, and so that the interest of a son or sons shall be absolutely vested at the age of twenty-one years, and of the daughter or daughters at that age or marriage." *Held*, that these interests were at the testator's death vested, though subject to be divested in certain events.—*Armylage v. Wilkinson*, 3 App. Cas. 355.

See APPOINTMENT; BEQUEST; DEVISE, 1, 2, 3, 4; MORTMAIN; PERPETUITY; POWER; SHELLEY'S CASE; TRUST, 1.

## WORDS.

- "Do, Permit, Suffer."—See ANCIENT LIGHTS.  
 "Just and Reasonable."—See COMMON CARRIER.  
 "Leaving Issue."—See DEVISE, 2.  
 "Obligations."—See MORTGAGE.  
 "On, At and From."—See CONSTRUCTION, 1.  
 "Paintings."—See CONSTRUCTION, 2.  
 "Private Residence."—See COVENANT, 1.  
 "Surviving Children."—See WILL, 4.  
 "Undue Preference."—See RAILWAY.  
 "Vested."—See WILL, 5.

## LAW STUDENTS' DEPARTMENT.

## EXAMINATION QUESTIONS.

## INTERMEDIATE EXAMINATIONS: TRINITY TERM, 1878.

## FIRST INTERMEDIATE.

*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"?
4. Under what circumstances can a distress for rent be made upon land in respect of which the rent is not payable and not included in the demise?
5. Sketch shortly, as laid down by Mr. Smith, the duties and liabilities of a Solicitor to his client?
6. What is necessary to constitute a binding acceptance of a bill of exchange? Give reasons for your answer.
7. Under what circumstances will a person making a representation as to the credit of another be liable on such representation? Give reasons for your answer.

## WILLIAMS ON REAL PROPERTY.

1. A testator, by his will, devises real estate to the unborn son of A. B., and after the decease of such unborn son to his sons in tail. What estate does the unborn son take? What rule is infringed by the devise, and what doctrine applies to the case?
2. What do you understand by the term, "words of limitation," as applied to certain words in a conveyance?
3. Explain the nature and extent of an estate in dower.
4. A testator, by his will, declared his intention to be that his son should not sell or dispose of his estate for longer time than his life, and to that intent he devised the same to his son for life, and after his decease to the heirs of the body of the said son. Give the effect of this devise, with your reasons.