

LAW STUDENTS' DEPARTMENT—EXAMINATION QUESTIONS.

by the trustees appearing as actual owners ; and that, in case of breach of trust by trustees for their own benefit, no lapse of time can validate the transaction. — *Aberdeen Town Council v. Aberdeen University*, 2 App. Cas. 544.

See SETTLEMENT.

VENDOR AND PURCHASER.

Trustees for the sale of a freehold stipulated that "the property is sold and will be conveyed subject to all free rents, quit-rents, and incidents of tenure, and to all rights of way, . . . and all rights and claims, of what kind and nature soever (if any) of the tenants, without any obligation on the part of the vendors to define any such rights or claims." *Held*, that they were entitled to have these words inserted in the *habendum* of the deed, although they had not shown that any liability of the sort existed. — *Gale v. Squire*, 5 Ch. 625.

See STATUTE OF FRAUDS, 2, 3.

VOLUNTARY CONVEYANCE.—See CONSIDERATION.

WILL.

1. A testator, after directing his trustees to convert his estate into money and pay his debts and legacies, proceeded : "And I declare that the said trustees may vary the said . . . funds . . . at their discretion, and shall pay the moneys and the investment for the time being representing the same, to my said wife during her life upon trust for all my children or any child who being sons or a son shall attain the age of twenty-one years ; or, being daughters or a daughter, shall attain that age or marry, and if more than one, in equal shares. Provided also, that the said trustees may after the death of my said wife, or previously thereto, if she shall so direct in writing, raise any part not exceeding one-half part of the then expectant presumptive or vested share" of any child for his or her advancement. The trustees were empowered to use the income "after the death of" the wife for the maintenance of the children. If no child survived him, and, being a son, attained the age of twenty-one years or married, then the trust fund should go to testator's brothers and sisters. *Held*, that the widow took a life interest in the fund. — *Greenwood v. Greenwood*, 5 Ch. D. 954.

2. Testator gave to his executors named all his property in trust to pay his debts, legacies, and bequests, with power to convert the whole or any part. He gave some legacies, and to his wife £1,500 and all his household goods. Then followed certain other bequests to be paid out of the personal, and certain others to be paid in certain circumstances out of the real estate. He then directed that, in case he died without children (as he did) after the death of his wife the residue of the property should be divided into twelve parts and given to the "children and their descendants" of his aunts, the descendants to take the portion of their parents, and should there be no children or lawful descendants of any of his

aunts remaining at the time these bequests became payable, then the portions so bestowed should be disposed of as part of the residuary fund. Then followed a direction that the trustees or executors need not convert or pay the legacies for two years after his death unless they thought best, and that the "division of the residuary property" need not be made till two years after the death of his wife. Then followed provisions for payment of his wife's annuity of £700, payable to her under their marriage settlement. The testator died in 1837, and the wife in 1876. *Held*, that only the children and grandchildren of the aunts took, and the wife had no life-estate by implication. — *Ralph v. Carrick*, 5 Ch. D. 984.

See BEQUEST, 1, 2 ; CONSTRUCTION, 3 ; LEGACY, 1, 2, 3 ; POWER ; SETTLEMENT.

WINDING UP.—See COMPANY, 1, 2.

WORDS.

"Buildings."—See CONSTRUCTION, 2.

"Corroborated in some material particular."—See EVIDENCE, 2.

"Damage done by any Ship."—See JURISDICTION, 1.

"Descendants."—See WILL, 2.

"Employed in and about the Works."—See CONSTRUCTION, 1.

"Foreign Government."—See CONSTRUCTION, 3.

"Never been heard of."—See EVIDENCE, 1.

"Not accountable."—See BILL OF LADING.

"Proprietors."—See STATUTE OF FRAUDS, 3.

"Shipped."—See CONTRACT.

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EXAMINATION QUESTIONS.

There is published in England (by Stevens & Haynes, Bell Yard, Temple Bar), a pamphlet called the *Bar Examination Journal* which answers much the same purpose to the English student that this department of the *Canada Law Journal* does to his Canadian brother. We extract from this pamphlet the Easter Examination papers applicable to our law. The following are the Common Law and Equity questions, with references to the books where the answers may be found :