Proudfoot, V. C.] [June 30.

STINSON V. STINSON.

Allowance to trustees—Appeal—Costs.

In a proper case, where the interests are important and the estate large, the Master may allow a sum in gross to the trustee, instead of giving a percentage.

The Master at Hamilton allowed a trustee a gross sum of $15,400. The trustee, who was also personally interested, did not, however, in his evidence, refer particularly to the several properties dealt with, the items of care, management, &c., during the period for which the allowance had been made. Under these circumstances the matter was referred back to the Master, with liberty to the trustee to give further evidence.

Trustee to pay costs.

LAW STUDENTS' DEPARTMENT.

EXAMINATION DAYS.

A change has been made in some of the days appointed for examinations. The following is a corrected statement:—

Primary—August 9, 10, 11.
First Intermediate—August 30, 31.
Second Intermediate—August 24, 25.
For admission as Attorney—August 17.
For Call—August 18.
For Call with honours—August 19.

EXAMINATION QUESTIONS AND ANSWERS.

The following questions and answers are taken from the English *Bar Examination Journal*. The answers will serve to give an idea to students as to the mode in which answers may be framed and the extent to which they should go. If found of use we shall publish more of them. We should be glad of information on this point.

Q.—1. How far do alterations of, or additions to a deed after its execution by the grantor effect its validity?

A.—An immaterial alteration will not affect the validity of a deed, nor will a material alteration made by a stranger. But a material alteration made by a party to the deed will render it void to this extent, that he will be unable to bring any action upon it. But an action can still be brought against him upon it, and the alteration of the deed will not reconvey an estate which passed on its delivery. (Wms. R. P. pt. I. c. 7; Smith R. & P. 3rd ed. 859.)

Q.—2. What differences exist in form and use between a deed poll and an indenture? Is ndenting essential to an indenture, and can an immediate estate in lands be taken under an indenture by a person not named as a party to the deed?

A.—A deed by one party only is called a deed poll. A deed made between two or more parties is called an indenture. A deed poll commences with the words "Know all men by these presents," when there are no recitals in it; but, when there are recitals, it commences "To all to whom these presents shall come, A. B., of X., sends greeting." An indenture always begins "This indenture made the—th day of ——, (date), between, &c." It is not necessary that an indenture should be actually indented. There was formerly a rule that a person not na med as a party to an indenture could not take an immediate estate in lands under it; but this is now altered by the Stat. 8 & 9 Vict. c. 106, s. 5, that an immediate estate may be taken under an indenture by a person not named a party to it. (Wms. R. P. pt. I. c. 7.)

Q.—3. In a conveyance on sale of freehold land the ordinary form of the habendum is, "To hold the said premises unto the purchaser and his heirs, to the use of the purchaser his heirs and assigns, for ever." Which of those words are, and which of them are not essential, and why?

A.—It is not necessary to declare a use in a conveyance on a sale, as the consideration rebuts any presumption of a resulting use. It is also unnecessary to use the word assigns. It is sufficient to limit the land to the purchaser and his heirs.