From ROSE, J.] [June 30.

SHERATT *v.* MERCHANTS BANK OF CANADA.

Husband and wife—Gift—Chose in action.

A husband may make a valid gift of a chose in action to his wife without the intervention of a trustee.

A gift to a person without his knowledge, if made in proper form, vests the property in him at once, subject to his right to repudiate it when informed of it.

Judgment of ROSE, J., affirmed.

McCarthy, Q.C., and *E. M. Malloch* for the appellants.

Watson, Q.C., and *J. M. Rogers* for the respondent.

From Q.B. Div.] [June 30.

JOHNSON *v.* GRAND TRUNK RAILWAY COMPANY OF CANADA.

Negligence—Evidence—Railways—Release.

This was an appeal by the defendants from the judgment of the Queen's Bench Division (*ante* p. 276), and was argued before HAGARTY, C.J.O., BURTON, OSLER, and MACLENNAN, JJ.A., on the 28th and 29th of May, 1894.

Osler, Q.C., for the appellants.

Stuart Livingston for the respondent.

June 30th, 1894. The appeal was dismissed with costs, the court agreeing with the reasons given in the court below.

From FERGUSON, J.] [June 30.

EVANS *v.* KING.

Will—Construction—Estate tail—Shelley's case—Intention.

A testator, by the third clause of his will, devised certain lands "to my son James for the full term of his natural life, and, from and after his decease, to the lawful issue of my said son James to hold in fee simple; but, in default of such issue him surviving, then to my daughter Sarah Jane for the term of her natural life; and, upon the death of my daughter Sarah Jane, then to the lawful issue of my said daughter Sarah Jane to hold in fee simple; but, in default of such issue of my said daughter Sarah Jane, then to my brothers and sisters and their heirs in equal shares." By a later clause the testator added: "It is my intention that upon the decease of either of my said children without issue, if my other child be then dead, the issue of such latter child, if any, shall at once take the fee simple of the devise mentioned in the third clause of my will."

Held, reversing the judgment of FERGUSON, J., 23 O.R. 404, that the clauses must be read together, and that, having regard to the latter clause, and to the direction that the issue of James were to take in fee simple, there was a sufficiently clear expression of intention to give James a life estate only to prevent the application of the rule in Shelley's case.

J. Bicknell for the appellant.

E. D. Armour, Q.C., for the respondent.