port to convey more than he had title to; that the maxim *res magis valeat quam pereat* does not authorize a construction contrary to the plain intention of the parties; and that the maxim *verba fortius accipiuntur contra proferentem* cannot be applied to explain away a patent ambiguity.

Appeal allowed with costs.

Armour, Q.C., for the appellants.

McCarthy, Q.C., and *Nesbitt* for the respondent.

Ontario.] [May 6.

KING *v.* EVANS.

Will—Construction of devise—Devise for life, remainder to issue "to hold in fee simple"—Rule in Shelley's Case—Intention of testator.

A testator, by the third clause of his will, devised land as follows: "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." The will then provided that, in default of issue, the land should go to a daughter for life, with a like reversion to issue, failing which, to brothers and sisters and their heirs. Another clause was as follows: "It is my intention that, upon the decease of either of my children without issue, if any 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 second and third clauses of this my will."

Held, affirming the decision of the Court of Appeal (21 A. R. 519), which reversed that of the Divisional Court (23 O.R. 404), that, if the limitation had been to the heirs general of the issue, the son James would have taken an estate tail according the rule in Shelley's Case; that the word "issue," though *prima facie* a word of limitation and equivalent to "heirs of the body," is a more flexible term than the latter, and more readily diverted by force of a context or superadded limitations from its *prima facie* meaning; that the expression "to hold in fee simple" is one of known legal import, admitting of no secondary or alternative meaning, and must prevail over the fluctuating word "issue"; and that effect must be given to the manifest intention of the testator that the issue were to take a fee.

Appeal dismissed with costs.

Armour, Q.C., and *McBrayne* for the appellants.

Nesbitt, Q.C., and *Bicknell* for the respondents.

Quebec.] [May 6.

ROLLAND *v.* LA CAISSE D'ECONOMIE DE NOTRE-DAME DE QUEBEC.

Debtor and creditor—Loan by savings bank—Pledge of securities as collateral—Letters of credit—Validity of loan—Obligation to repay—Nullity—Public order—Arts. 989, 990, C.C.—R.S.C., c. 122, s. 20.

L. borrowed a sum of money from La Caisse d'Economie, a savings bank in Quebec, giving as collateral security letters of credit on the Government of Quebec. L. having become insolvent, the bank filed a claim with the curator of his estate for the amount so loaned, with interest, which claim the curator contested on the ground that the bank was not authorized to lend money on