

To the Royal English Gypsies: Having read the foregoing notice to Consultants, I hereby express my desire to consult you on the understanding and conditions therein stated, and to pay your usual fees.

Date Name
 Time of day Address"

Held, that, by force of the above specified engagement, no undertaking to tell fortunes as contemplated by s. 396 of the Criminal Code had been given by the prisoners. An acquittal was, therefore, directed. See *R. v. Marcott*, 2 O.L.R. 105.

Dewart, K.C., for the Crown. *Du Vernet and Vickers*, for prisoners.

New Brunswick.

SUPREME COURT.

In Equity—Barker, J.]

[March 18.

DE BURY v. DE BURY (No. 2).

*Husband and wife—Purchase by husband of real estate in name of wife—
 Gift—Presumption—Surrender of leases of wife's freeholds—Merger
 —Purchase by husband—Lien—Title of wife.*

Freehold property and leaseholds, the reversion in which was vested in the plaintiff's wife by demise under her father's will, were purchased by the plaintiff in 1893, while acting as manager of her landed estates, with his own money. The freehold property was conveyed by the vendor to the plaintiff's wife by his directions, and the surrender of leases was to the plaintiff and wife. Under the law at that date a husband was entitled to the rents and profits of his wife's real estate. By s. 4 (1) of The Married Women's Property Act, 1895, (N.B.) real estate belonging to a married woman, not acquired from her husband, is held and may be disposed of by her as a feme sole.

Held, 1. The presumption that a purchase by a husband in the name of his wife is intended to be a gift to her was not rebutted by the evidence in the case.

2. The wife could not alienate the freehold estate so acquired from her husband, at least during his life time.

3. On the purchase of the leases the estate under them merged in the freehold of the wife, and she could dispose of the whole estate without the husband's consent, and free of any equity in him for repayment of the purchase money or money expended by him in making repairs to the property.

Stockton, K.C., and *Mullin*, K.C., for plaintiff. *Earle*, K.C., for defendants.