

no indication or hint of intention to make a gift of the whole or any part to the daughter. The trial Judge says, "The present case is not one where the money became the property of the mother and daughter jointly. It was the mother's, and though the memorandum authorised it being placed in the daughter's name so that she could draw it, it remained the property of the mother, the daughter's power or rights being limited to the power to draw," and he finds that there was no intention on the part of the mother to make the daughter part owner of the money or to give it to her by survivorship. The money continued to belong to the mother and on her death it became a part of her estate. In *Re Ryan*, 32 O. R. 224, the husband deposited money with a savings company and caused an account to be opened in the name of himself and his wife jointly "to be drawn by either or in the event of the death of either to be drawn by the survivor," and it appeared by the evidence uncontradicted that money of the wife went into the account and that both drew from it indiscriminately. It was there held that she was entitled as survivor to the whole fund.

The present case I think is distinguishable in this that here no part of the daughter's money went into the account. The mother retained the deposit book. She did not authorise, as far as the evidence shews, a joint account; that the money should be so placed that her daughter might draw it, but it was the mother's money that she was to draw. It is true, that the daughter states that on her return to her mother she told her that it was placed to their joint account, and the mother said it was all right, but the trial Judge has not accepted the accuracy of her statement in this regard.

In *Hill v. Hill*, 8 O. L. R. 710, the plaintiff's father owned \$400 on deposit in the bank to his credit. He procured a bank deposit receipt for this amount "payable to William Hill, senior, and John R. Hill, his son, or either, or the survivor." The understanding between father and son was that the money should remain subject to the father's control and disposition while living and that whatever should be left at his death should then belong to the son. The father's request to the bank manager was, to fix the money so that his son John would get it when he was done with it. The father told his son that he wanted him to