pated the courts might put a different meaning upon the word "otherwise," and so hold that the construction first mentioned in the *Law Times* was correct. However, if this reasoning is followed to a conclusion, the section will be found to read as follows: "Save as aforesaid any interest therein (*i.e.*, in property in Ontario, etc.) or income therefrom which shall be voluntarily transferred to any person in trust or otherwise by deed, grant, or gift. . . . by reason whereof any person shall become beneficially entitled in possession or expectancy to any property or the income thereof, shall be subject to a succession duty," etc. To put it shortly, all voluntary transfers of property, whenever made, would thus be subject to duty collectable on the death of the transferor, unless exempted by the 3rd section, and provided the estate fell within any of the subsections of s. 4.

It is not necessary to trace out the effects of this construction of the section, but simply to point out the ambiguity (apparently, as was said before, arising from a misconception on the part of the framer of the Act), in order that it may be explained or amended. In the meantime, parties claiming under voluntary transfers from wealthy donors will be in doubt as to whether or not they may be called upon, on the death of their benefactor, to pay tribute to the Treasury. It is submitted also that the section would be more intelligible if it were amended so as to read: "Save as aforesaid, all property situate within this Province, or any interest therein or income therefrom, where the deceased person, etc., . . . passing either by will or intestacy, or which shall be voluntarily transferred, shall be subject to succession duty," etc.

R. A. BAYLY.

(To be continued.)

CURRENT ENGLISH CASES.

The Law Reports for May comprise (1893) 1 Q.B., pp. 521-648; (1892) P., pp. 85-137; and (1893) 1 Ch., pp. 617-758.

STATUTE OF FRAUDS—CONTRACT FOR INTEREST IN LAND—DEBENTURES.

Driver v. Broad, (1893) 1 Q.B. 539, was an action for breach of a verbal contract to purchase certain debentures of a joint stock company of which the plaintiff was the owner. The debentures in question were a charge upon all the property of the c mpany