

**INHERITANCE**—ROOT OF DESCENT—"PURCHASER"—DEVISE TO TESTATOR'S HEIRS—JOINT TENANCY—COPARCENARY—INHERITANCE ACT 1833 (3 & 4 W. 4, c. 106) s. 3—(R.S.O. c. 127, s. 26).

In *Owen v. Gibbons* (1902) 1 Ch. 636, Farewell, J. and the Court of Appeal (Williams, Stirling and Cozens-Hardy, L.JJ.) had occasion to consider the effect of the Inheritance Act 1833, s. 3, (R.S.O. c. 127, s. 26), and came to the conclusion that where land is devised by a testator to his heir, or heirs, or right heirs, the persons who take under the devise take as purchasers, and that where two or more coheirssess take under such a devise they do not take in coparcenary as they would if taking by descent, but as joint tenants. Under R.S.O. c. 119, s. 11, they would, in Ontario, take under such circumstances not as joint tenants, but as tenants in common.

**DONATIO MORTIS CAUSA**—BUILDING SOCIETY SHARE CERTIFICATE—POST OFFICE SAVINGS BANK DEPOSIT BOOK.

In *re Weston, Bartholomew v. Menzies* (1902) 1 Ch. 680, was an attempt to establish a donatio mortis causâ of shares in a building society, and a deposit in the post office savings bank. In order to establish the gifts it was proved that the deceased in contemplation of, but two months before, his death and while ill in a hospital, told the defendant to whom he was engaged to be married to get the certificate of the shares and his savings bank deposit book and gave her the key of the drawer in which he kept them. She got and brought them to him and offered them to him, but he told her to keep them, and on several occasions afterwards he repeated his wish to the defendant that all his property should belong to her in the case of his death. Byrne, J. held that this was a good donatio mortis causâ if the shares and deposit could be the subject matter of a gift of that kind, but he held that the shares could not be so given by the handing over of the certificate, and that as to them the gift failed: but he held that as the deposit book contained not merely a voucher for the money deposited, but also the contract upon which the money was received and to be repaid, and as the production of the book was necessary for obtaining payment of the money, its delivery to the donee was a valid gift of the deposit.