keep them safe anyway." He also said, "You will find the key of my trunk in the purse."

The requisites of an effective *donatic mortis causa* are stated in 15 Hals. L. E. 431. It must be made in contemplation of death; there must be delivery to the donee of the subject of the gift; it must be made in circumstances which shew that it is to take effect only if the death of the donor follows.

All these necessary elements were present in this case. The gift of the key of the trunk of itself constituted a valid donation of the contents of the trunk (*Jones* v. *Selby* (1710), Prec. Chy. 300) apart altogether from the subsequent delivery of the trunk and what was in it to the defendant.

The gift of the bank pass books operates to pass to the defendant the right to the moneys represented by them. *Brown* v. *Toronto General Trusts Corp.* (1900), 32 O. R. 319. A policy of assurance may also be the subject of a *donatio mortis causa*: *Amis* v. *Witt* (1863), 33 Beav. 619, in appeal from case reported in 1 B. & S. (1861), 109; approved in *Re Beaumont*, [1902] 1 Ch. 889, at 893.

I therefore hold the defendant entitled to the moneys in bank represented by the pass books delivered to her, with accrued interest, and to the moneys and other property in the custody of the Court, in addition to the contents of the trunk, the cash received from Hales, and the proceeds of his salary cheque. She is also entitled to her costs.

I may add that there is ample corroboration of the intention of the deceased to benefit the defendant. This appears from the delivery of the trunk and pay cheque, and from other material facts which appreciably assist me in concluding that the defendant truly states what took place between her and Hales when he delivered his valuables to her.

The evidence of what took place subsequently between her and Dr. Beemer does not weaken her statement. If she understood—which I doubt—the letter read to her by the Superintendent, the relative positions of the two would, I am satisfied, have prevented her from objecting to the statements contained in the letter. In any event there was little in it to which she could take objection.

The action is dismissed and the counterclaim allowed, with costs.

Stay of thirty days.