

considered "a voluntary transfer made in contemplation of death," within the 4th section? Does the section mean to refer only to transfers made in contemplation of the near approach of death, as in the case of a *donatio mortis causa*, or is it comprehensive enough to include a policy of life insurance? The question is too large to be considered at length in this article. The words, however, under discussion, while they would appear to include a *donatio mortis causa*, in which the transfer is not complete until after death, would seem to bear a wider construction, and to refer also to cases where the transfer is completed before death. It may be straining their meaning to contend that they would include an insurance on the life of the deceased, although in order to effect such insurance he has certainly transferred his property from time to time (by payment of premiums), in contemplation of his death. The English Act specially provides that no policy of insurance shall be liable to succession duty.

With reference to voluntary transfers made or intended to take effect in possession or enjoyment after death, these will be more easily identified, as they will be almost always evidenced by writing, even in cases of transfers of personal property. It might be contended that this clause also would include a policy on the life of the deceased.

It will be noted that the "transfers" mentioned in the 4th section must be voluntary transfers, that is, transfers without valuable consideration," and it is presumed that it will rest with the Treasurer in each case to prove that there was, in fact, no consideration for such transfer. In this respect our Act differs from either the New York or Pennsylvania statutes. In neither of them is it necessary that such transfers should be "voluntary"; both Acts including transfers by "bargain or sale." From this it would appear that the framer of our Act intended to confine the meaning of a "succession" within much narrower bounds than either the English or American Statutes. It was evidently in his mind to limit the payment of duty to property devolving by will or intestacy, but anticipating attempts to elude the statute by settlements *inter vivos*, he introduced from the New York Act, as has been pointed out in an earlier part of this article, the clauses referring to transfers made in the lifetime of the deceased, with the important difference, however, that such transfers, in order to be liable to duty, must be "voluntary."