and authorized the banker to honour the cheques of either himself or his wife; from that time until the husband's death, all cheques on the account were drawn by the wife at the direction of the husband, the proceeds being applied by her to household purposes and small sums for her own use; and all sums afterwards paid in by the husband were carried to the credit of the account in the joint name.

Sir George Jessel, M.R., in delivering judgment, held that the change in the bank account was a mere arrangement for convenience, that it was not intended as a provision for the wife, and that on the husband's death she was not entitled to it.

Low v. *Carter*, 1 Beav. 426, *Re Ryan*, 1900, 13 O. R. 224, and *Schwent* v. *Roetter*, 21 O. L. R. 112, all cited by the defendants, are distinguishable from the present case in that there was in them an intention on the part of the depositor that the survivor should become entitled to the money.

In *Low* v. *Carter*, a husband directed a stockbroker to make the purchase of certain stock in the joint names of himself and his wife for the purpose, as he stated to the stockbroker, of making a provision for his wife; there was also evidence that the testator the day before his death said that the property in the bank being in the joint names, he considered it belonged to his wife solely at his decease, and, therefore, he had no occasion to leave it to her by his will. By his will he bequeathed to his wife a life interest "in all his property that he was in possession of." It was there held that the stock did not pass. In that case there was a clear intention on the part of the husband, that on his death the stock should belong to his wife.

In *Re Ryan*, the husband made the deposit expressly 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 there was evidence too that the money which went into that account was owned partly by the husband and partly by the wife.

In *Schwent* v. *Roetter*, the depositor transferred money to the joint credit of himself and his daughter to be drawn by either of them. The learned trial Judge there, however, found upon the evidence that the father intended that the money should be at the call of either of them, and that if any were left at his death the daughter was to have it.