the money for his own purposes; but after that he often told her if she wanted it to go and get it. No doubt the desire to get out of making a will was one of the motives, if not *the* motive, but that is the case in many cases of gifts *inter vivos*. And there can be no possible doubt that Campbell thoroughly understood that his daughter had just as much control during his lifetime as he had himself.

This alone would be sufficient to distinguish *Hill* v. *Hill* (1904), 8 O. L. R. 710, and even were the document in question less clear and unambiguous would entitle the defendant to succeed. *Schwent* v. *Roetter* (1910), 21 O. L. R. 112, is well decided (although it is my own decision). But the present case is much stronger in that there is an express contract making this money joint property. No parol evidence can modify the effect of this document.

The appeal should be allowed generally and the action dismissed.

The sum of $500 was withdrawn by the deceased a short time before his death, and was delivered to the defendant. Some evidence was given at the trial, but the matter was not fully investigated; there was nothing in the pleadings about it; and while we dismiss the action, we reserve to the plaintiff the right to bring any action she may be advised in respect of the five hundred dollars.

As to costs, I can see no good reason for taking this case out of the general rule; and I think the plaintiff must pay costs of action and appeal.

I have assumed that the plaintiff has the right to sue, since the defendant is herself administratrix. *Hilliard* v. *Biffe* (1874), L. R. 7 H. L. 39, at p. 44, and other cases considered in *Empey* v. *Fick* (1907), 15 O. L. R. 19, at p. 24.