MULOCK, C.J.:—This is an appeal from so much of the judgment of Lennox, J., as finds that the money in question belonged to the estate of John L. Campbell, deceased.

John L. Campbell, an old man, resided with his daughter Margaret A. Campbell, the defendant, and on the 11th July, 1908, he and the defendant signed and delivered to the Traders Bank at Ridgetown a document in the following words and figures:—

"To the Traders Bank of Canada:—

"We, the undersigned, John L. Campbell and Margaret Ann Campbell, hereby agree, jointly and severally, and each with the other, to deposit certain moneys with the Traders Bank of Canada to the credit of our joint names; any moneys so deposited to be our joint property, and the whole amount of the same, and of the interest thereon, to be subject to withdrawal by either of us, and, in the case of the death of one, by the survivor. And each of the undersigned hereby authorises the said bank to pay any moneys which may be at any time so deposited, and any interest there may be thereon, to either of the undersigned, and, in the case of the death of one, to the survivor.

"Dated at Ridgetown this 11th day of July, 1908.

"John L. Campbell.

"Margaret A. Campbell.

"Witness: Hugh Ferguson."

John L. Campbell then deposited in the Traders Bank to the credit of the joint account of himself and his daughter Margaret A. Campbell a sum of $2,000, which theretofore he held on deposit to his own credit. During his lifetime, Margaret A. Campbell drew $500 out of this joint fund, the balance remaining there until the death of the settlor, John L. Campbell, who died intestate, when the defendant was appointed administratrix of his estate.

This action is brought by the plaintiff, another daughter of the deceased, who, among other things, asks that the $2,000 be declared to be part of the estate, and that she be declared entitled to share therein as one of the next of kin of the deceased.

The question, I think, turns wholly on the construction to be placed upon the document above set forth. The intestate deposited the money, subject to the terms of that document, to the credit of himself and the defendant, and when so deposited it became the joint property of the two, and on the death of one became the property of the survivor. Nothing remained in order to perfect the gift to the defendant of a joint interest in the fund during their joint lives; and the exclusive owner-