

The defendant appeals against so much of the judgment as is adverse to her. There is no cross-appeal.

I am unable to agree with my learned brother in his view of the agreement of July 11th, 1908. The document was read over to Campbell; he quite understood it, and when it was signed by both parties, it became a valid instrument under which the defendant became joint owner with her father of the money in the account then or thereafter. The instrument required no oral evidence to explain it, its meaning is plain and unambiguous.

The case of *Hill v. Hill* (1904), 8 O. L. R. 710, was quite a different case; there was no contract entered into by and between the parties; the document was a deposit receipt signed not by the parties but by the bank. Mr. Justice Anglin held that under the circumstances of that case the real transaction was a retention by the one party of his control over the money during his lifetime with the document to operate as a testamentary disposition at his death.

But here there is a contract reduced to writing which neither requires, nor, as I think, will permit of explanation or modification by parol evidence; and it must be given full effect.

Even if parol evidence were admissible, I do not think the plaintiff's case is advanced. The banker says, QQ. 35, 36, "they just opened a joint account so that they could both draw out money . . . he had spoken and asked me if he could have an account that way so he or his daughter could draw the money out." Q. 96. "He asked me if one of his daughters could draw that money while he was living and I told him she could, and he seemed particularly anxious that the money was to go for her . . . he said he did not want her to use all that money while he was living . . . He asked me once or twice if she had drawn any of that money."

As against this evidence of her own witness, the plaintiff sets up the evidence of the defendant. After describing Campbell's desire to avoid making a will, she goes on to say that the two of them went up and Mr. Ferguson drew up the paper, read and explained it to Campbell and after it was read and explained and executed, Campbell told the banker that he did not want her to use the money during his lifetime, that he was an old man and wanted