

session of property within the meaning of the statute, this action is not maintainable and will be dismissed with costs. The plaintiff wholly misconceived his rights in interfering as he has done with the administration of the estate. . . . The plaintiff must, as a matter of course, pay into Court all moneys he has received, and, if he still holds the promissory notes, deposit them with the Accountant. He is not to be entitled to any disbursements. . . .

It would be unjust if any of the defendants were to be out of pocket by reason of the unwarrantable act of the plaintiff in instituting these proceedings. I have no power to compel the plaintiff to pay the defendants' costs as between solicitor and client, but I hope the costs on that scale will be paid. . . .

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RIDDELL, J., IN CHAMBERS.

NOVEMBER 28TH, 1910.

RE MORAN.

*Accident Insurance — Misnomer of Beneficiary—Evidence to Shew Person Intended.*

Application by Nora Moran for payment out of Court to her of moneys paid in, under the Trustees' Relief Act, by an insurance company.

J. A. Macintosh, for Nora Moran.

F. W. Harcourt, K.C., for others interested.

RIDDELL, J.:—Thomas Moran, of Winchester township, had a family of three sons and five daughters. One of the daughters, Nora, had been called Laura by a Frenchman who had difficulty (it is said) in properly pronouncing her real name. Thereafter her brother Patrick, who was nearer of an age with her than the other members of the family, was accustomed to call her "Laura," and, so long as he remained at home, she was frequently so called in the family. Patrick in 1898, at the age of twenty, went to British Columbia; he insured in the Ocean Accident and Guarantee Co. for \$1,500 in favour of his "sister Laura Moran." He was killed in 1910; the company paid the money into Court; and Nora Moran now applies for payment out.

It appears affirmatively that the deceased had no sister