

suppose the derrick and its management) the foundry company are referred to.

This latter part is ambiguous. It may, however, be taken to mean only that the foundry company were in charge of this part of the joint operations, in view of the statement of claim and the particulars, as a whole.

In any case the present motion will not have been useless. The plaintiff will perhaps find that if he succeeds in the action he will do so as being the servant of all the three defendants and can only recover damages accordingly. If it was a joint work it must have been a joint employment.

It was said in one case by Bowen, L.J., that one party could not dictate to the other how he was to plead. And in *Hinds v. Town of Barrie*, 6 O. L. R. at p. 660, Osler, J.A., expressed his regret that the authorities required plaintiff to elect, and gave "liberty to amend by setting up, if she can, a joint cause of action."

It therefore seems right to dismiss the motions with costs in the cause. Defendants should plead within a week after the issue of this order. Plaintiff, if he desires to do so, can amend his particulars and statement of claim. This should be done before the order is issued, so that defendants may know what case they have to meet.

If plaintiff is not making any separate claim against the foundry company, this might be recited in the order, and so any amendment by plaintiff may be unnecessary if he is prepared to stand by his pleadings in their present shape.

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CARTWRIGHT, MASTER.

SEPTEMBER 26TH, 1906.

CHAMBERS.

RE BANK OF TORONTO AND DICKINSON.

*Interpleader—Money Deposited in Bank to Credit of Three Executors—Right of Two to Withdraw—Dispute—Right of Bank to Interplead—Bank Act.*

Motion by the Bank of Toronto for an interpleader order.

H. E. Rose, for the bank.

Job Dickinson was not represented.

H. J. Scott, K.C., for the other two executors.