

this would seem natural to be so, or why were the moneys paid to him? And now what takes place? *Corbett* and *Meyers* not having settled their dispute as to *Corbett's* share, and neither party apparently taking much if any trouble to ascertain it, *Corbett*, who has pledged, and in fact paid over, to the commercial Bank through their solicitor for them this share, whatever it may be, turns round and asks to have the money taken out of those hands in which he had placed it, and paid into court: the stakeholder himself as security for *Corbett* to the bank being personally liable, and as holding the money for the bank being also liable to it.

I cannot make such an order, and I refuse this application with costs to *McDonnell*. I give no costs to *Meyers*, who appears from the papers to have done everything to delay this suit, and who has made but little progress in the one instituted by himself. If the sole question were the paying in of the portion coming to *Meyers* as executor, after *Corbett's* claim was satisfied the case would be different, although *Meyers* has pledged whatever personal interest he had in it to the Commercial Bank, as *Corbett* has done.

As regards the question of interest, it is the fault of both *Corbett* and *Meyers* that the fund is not paying interest; or rather, has not long since been divided and applied to the payment of the debts of one if not of both of them. If it should eventually appear that the stakeholder has used the money for his own purposes (which is not pretended), he may be liable for interest.

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