

quently I am unable to see how she can be considered as having any claim against the Canadian bank; the action is not for money had and received, but upon the drafts by the holder of the same. The money paid into Court . . . should be in the same ownership as that of the bills.

Were there nothing more in the case than a dispute between two administrators, the order should be that the money should be paid out to the California administrator under Con. Rule 1114. But it appears that the defendant is the sole next of kin of the deceased, and that it will require all this money to pay debts, etc. It would not be advisable to pay money out of Court to a foreign administrator who would necessarily repay some of that amount to a person in Ontario, party to this action. With a declaration that the money in strictness should be paid to the plaintiff, the defendant should have the option of taking a reference to the Master to determine the amount which should be sent to the plaintiff. The reference will be at her own expense in reality, as the costs of all parties should be paid out of the fund.

Costs of the plaintiff of the action to be paid out of the fund in priority; if sufficient remain after providing for the costs of the plaintiff of action (and reference if a reference be taken) and this appeal, as also the amount which should be sent him, the costs of the defendant of action and reference may be paid out of such residue.

If the defendant refuses a reference, the appeal should be allowed generally, and the amount in Court ordered to be paid to the plaintiff; and he will have his costs of action and appeal out of the fund.

In any event costs of the action shall be considered to begin with the application for an interpleader order.

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MEREDITH, C.J.C.P., IN CHAMBERS.

OCTOBER 18TH, 1909.

TOWNSEND v. NORTHERN CROWN BANK.

*Practice—Particulars—Statement of Claim—Inability of Plaintiff to Give Particulars—Postponement till after Examination of Defendants' Officers for Discovery.*

Appeal by the plaintiff from an order of the Master in Chambers requiring the plaintiff to deliver to the defendants "full particulars embracing the full description of each of the conveyances, assign-