

from wells in Canada. After the passing of the Act, the defendants continued to market the oil as before, but declined to pay over to the plaintiff the bounty attributable to his share whereby the price of oil was reduced, and the defendants obtained the benefit of so much of the bounty as was payable in respect of the plaintiff's share. The plaintiff asked for an account of the quantity of oil produced or raised from the land, and payment of the amount which would be due and owing to him on account of his share.

The judgment in favour of the plaintiff proceeded upon the footing of the demand thus set forth, and being, as I have said, for less than \$1,000, I am unable to see how the Supreme Court can attract jurisdiction, unless leave shall at a later stage of the case be given, as the matter in controversy on the present appeal is less than \$1,000. No title to real estate or interest therein is in dispute, nor is any question of future rights involved in the decision. The only question is whether the plaintiff is entitled to be paid a share of the bounty on the oil gained by the defendants: purely a pecuniary demand, depending, it would appear, upon the proper construction of the lease and the Bounty Act.

I cannot, therefore, give leave to appeal direct to this Court, passing over the Divisional Court.

Motion dismissed. Costs in the cause.

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CARTWRIGHT, MASTER.

JANUARY 28TH, 1909.

CHAMBERS.

RE INDEPENDENT CASH MUTUAL FIRE INSURANCE CO.

*Interpleader — Application by Stakeholder — Dispute as to Amount Due — Action Pending — Remedy by Payment into Court of Sum Admitted to be Due — Refusal of Application.*

Application by the company for an interpleader order, in the circumstances set out below.

James Hales, for the company.

A. C. McMaster, for R. S. Cline, a claimant.

Casey Wood, for the Sterling Bank of Canada, claimants.