

It is not necessary to state the property or the parties to be within the jurisdiction of the court. If it be necessary that one or the other should be within the jurisdiction that will be presumed in favour of the bill till the contrary appears. I do not think the imperfect description of the premises any cause of demurrer. In England when a claim is filed on a mortgage it is simply stated that by an indenture, &c., the plaintiff is mortgagee of certain premises therein described, and this, I think, is sufficient here, although the form given under our orders (which, however, are not imperative in regard to it) provides for a short description of the premises. It may be more convenient, and particularly for the plaintiff, that the form in this respect should be followed, but as the premises can be ascertained by reference to the deed, sufficient certainty for the purposes of the suit is afforded.

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CORBETT V. MEYERS.

*Stakeholder—Paying money into Court.*

Although the rule of equity is, that money in the hands of a stakeholder held for the benefit of others, whose rights are to be disposed of by the court, will usually be ordered into court, still in such case it must be clear that some of the parties litigant are entitled to the fund or a portion of it. Where, therefore, certain moneys, the proceeds of a policy of insurance which had been deposited with the attorney of a bank, for the purpose of being held in trust for such bank, and with the proceeds to pay off the liabilities of the party making such deposit to the bank, had been paid to and were still in the hands of the attorney, and the depositor, without shewing what amount was due the bank, applied to have the money paid into court by the attorney; the court, under the circumstances, refused the application.

This was a motion for an order on *Archibald J. McDonnell*, the attorney for the Commercial Bank of Canada, to pay into court a sum of money in his hands, the proceeds of a policy of insurance on the life of the late *William H. Meyers*, which had been deposited in his hands, under the circumstances and for the purposes mentioned in the head-note and judgment.

*Mr. Roaf* for plaintiff, in support of the application.