sider entitled to it, the Court has jurisdiction to determine whether that person can retain the money or is under some obligation to pay it to someone else. It is then a question of the title to the money itself. But where the company make a voluntary payment into Court under a void policy there is no jurisdiction in the Court to adjudicate with regard to the rights of any one to the money so paid, if those rights arise solely out of the insurance contract or by reason of dealings based upon its validity, nor foundation for such determination. There are no rights arising out of the void policy and the money has not found its way into the hands of anyone nor can it do so until the Court determines the legal rights of the parties.

The course suggested, of payment out to the insurance company, was apparently followed in *Merchants' Bank* v. *Monteith, ex parte Standard Life Insurance Co.*, 10 Prac. R., page 588, where Mr. Justice Proudfoot directed that the money paid into Court should be paid out again to the insurance company, leaving them to deal with it as they might be advised, there being in his view no right to pay in.

Under the Insurance Act and in view of the decision in *Re Berryman*, 17 Prac. R., 573, it is evident that payment in accordance with that Act into Court or to a trustee or guardian, as the case may be, is a good discharge to the insurance company. But all the provisions of the Insurance Act are based upon the fact that there is a valid liability upon the policy, and that the insurance company is really paying the money by virtue of a contract. It is very questionable whether, in case of a void policy on which there is no liability, the discharge provided by that Act or by the Trustee Relief Act or the Judicature Act can be taken advantage of.

Mr. Justice Osler in the case of *Bain* v. *Copp*, when refusing leave to appeal, states this as the conclusion to which he arrived. "The Court will look no further than the title which the claimants may be able to establish between themselves." But this title cannot be established as flowing from a policy which, if void to all intents and purposes whatsoever, cannot be relied upon by any claimant to afford him a status. Money is not paid out of Court unless a title is established; and there is danger in applying the decision of *Worthington* v. *Curtis* to cases in which the