Mr. *Strong*, Q.C., contra.

Wilton v. *Hill* (a), *Re Bridgman* (b), *Dubless* v. *Flint* (c), *Freeman* v. *Fairlie* (d), *McHardy* v. *Hitchcock* (e), *Whitmore* v. *Turquand* (f), were referred to by counsel.

Judgment—VANKOUGHNET, C.—In this case I refuse the application. When money is in the hands of stakeholders, having no interest in it, and held for the benefit of parties whose rights are to be disposed of by the court, it is almost of course to order the money into court that the fund may be secured, but even in such case it must be clear that some of the parties litigant are entitled to the fund, or a portion of it. Now what are the facts: *Corbett* receives from *William H. Meyers* in his lifetime an assignment of a policy of insurance on his life for £2000 sterling, absolute in form, but admitted by *Corbett* now to have been taken and held as security for moneys owing to him (*Corbett*), and for liabilities incurred by him for *William H. Meyers* the defendant and executor of *William H. Meyers*, denying that anything is due to *Corbett* on the security of the policy, or that there are any outstanding liabilities for which he can hold it, files a bill to restrain the insurance company from paying, and *Corbett* from receiving, the money.

The bill was filed on the 28th of September, 1857, and beyond getting in the answers of the defendants, by which *Corbett* claims a large sum to be due to him on the policy, nothing has been done in the suit, in which the respective claims of the parties on the policy might have been long since settled, till February, 1861, when there was a consent to a decree, which has never, however, been taken out. In the same year a decree for the administration of the estate of *William H.*

(a) 2 DeG. M. & G. 807.
(b) 6 Jur. N. S. 1065.
(c) 4 M. & C. 502.
(d) 3 Mer. 24.
(e) 11 Beav. 73.
(f) 1 J. & H. 296.