

policy payable threereunder, to wit: to the intervenant," was illegal and cannot be maintained;

"Considering that there is error in said two considerations of the judgment under review;

"Considering that, by articles 3378 and 3407, it is lawful for a husband to appropriate an insurance upon his life at any time to his wife whether he be solvent or insolvent; and that in case he be insolvent, at the time when any of the premiums of such insurance were paid to the creditors, shall have the right to receive out of the insurance money, the amounts which shall have been paid for premiums in fraud of their rights;

"Considering that, in the present case, the insurance transferred by the insolvent to his wife was taken out previous to the insolvency, and the payment of the premiums was continued by the insured after such insolvency;

"Considering that there is no proof that the payment of such premiums was made in fraud of the rights of the insolvent's creditors; that it appears that the only income which such insolvent possessed was that which he received as post-master in the employ of the Government of Canada, which was unseizable, and it is to be assumed that such premiums were paid out of such moneys;

"Considering that, under such circumstances, the said payments were not made in fraud of the creditors;

"Considering that the Manufacturers Life Insurance Company & al., by their supplementary declaration, of date the 7th July 1914, declared to owe upon the policy issued by them upon the life of defendant, after deducting all claims due to them, the sum of \$1828.62;

"Considering that the intervenant, by their interven-