

MIDDLETON, J., read a judgment in which he said that the Insurance Act, R.S.O. 1914 ch. 183, sec. 171 (1), permits an insurance by any person for the benefit of another, whether the beneficiary has or has not an insurable interest in the life of the assured. By sub-sec. 2, if the premiums paid are paid by the assured with intent to defraud his creditors, they shall be entitled to receive out of the insurance money an amount not exceeding the premiums so paid and interest thereon.

In *Holt v. Everall* (1876), 2 Ch. D. 266, it was held that the effect of similar legislation was to give to the beneficiary the right to the insurance money subject to the provision for payment to the creditors of the amount of any premium fraudulently paid.

Bunyon, *Law of Life Assurance*, 4th ed., pp. 564, 565, recognises this as the law.

If the statute had not made this provision, there is abundant authority for holding that an assignment or settlement of insurance money may be attacked as being a fraud upon creditors. The cases are collected in Bunyon, p. 525 et seq.

The appeal should be dismissed with costs.

BRITTON and RIDDELL, JJ., agreed with MIDDLETON, J.

MEREDITH, C.J.C.P., was also, for reasons stated in writing, in favour of dismissing the appeal, but only on the ground that the statute prevents the relief sought being given, relief which, but for the statute, the appellants should have if they proved their allegations of fraud; but subject to this that they should be at liberty to seek the limited relief afforded by sub-sec. 2 of sec. 171, though, in any case, they must pay the costs of this appeal.

*Appeal dismissed with costs.*