

have received the benefit of the premiums, and having paid the money into Court, the statute is out of the question. If the action had been upon the policy, the Court might have taken notice of the illegality and refused relief against the company even if they had not set it up: *Gedge v. Royal Ins. Co.*, [1900] 2 Q. B. 214. It is, however, now a question of the title to the money paid into Court, and all evidence of the origin of the policy is irrelevant. If the plaintiff set up the illegality, and shewed that the policy was void, that would effectually defeat his own title, while the defendants could establish their claim without proof of more than the policy itself, admitted by the Company, and the assignment thereof to them, in view of which it is not easy to see what right the deceased or his administrator could have. *Worthington v. Curtis*, 1 Ch. D. 419, is a satisfactory authority for the view that where the contest is between rival claimants to the policy moneys which the insurance company have paid, without regard to possible defences, the Court will look no further than to the title which they may be able to establish as between themselves.

Motion for leave to appeal refused with costs.

BOYD, C.

DECEMBER 10TH, 1902.

CHAMBERS.

RE ROCHON v. WELLINGTON.

Division Court—Attachment of Debts—Wages of Debtor—Married Man—Proof of Being—Error in Ruling as to Evidence—Prohibition.

Motion by primary debtor to prohibit the clerk of the 4th Division Court in the district of Nipissing from paying over to the primary creditors a greater sum than \$7.03 out of \$32.03 paid into Court by the garnishees, the employers of the primary debtor, the former sum being the whole amount due by them to the primary debtor for wages. The Judge in the Court below decided that, as it was not proved that the primary debtor was a married man, the whole amount should be paid over to the primary creditors.

W. E. Middleton, for the primary debtor.

E. Bayly, for the primary creditors.

BOYD, C.:—All the evidence adduced went to shew that the primary debtor was a married man, with a number of children, whom he supported, and the fact was made out with reasonable clearness and sufficiency as a matter of repute extending over at least four years. The decision below was