

half the premiums; but the wife, at her husband's request, from time to time paid his moiety which he was unable to pay. The husband eventually made a general assignment of his property for the benefit of creditors and thereafter died. The assignment did not specifically mention the policy and no notice of the assignment was given to the insurance company. At the time of the husband's death the aggregate of the premiums paid by the wife on his behalf exceeded one-half the net balance of the policy money after payment of certain prior charges thereon effected by both husband and wife. Joyce, J., doubted whether the husband's assignment passed any interest whatever in the policy save such as he might have had therein if he had survived his wife—but that, even if it did, the plaintiff, the wife, was as survivor legally entitled to the policy and any claim the assignee could have would be merely equitable, and he could only get relief on the terms of doing equity and allowing to the plaintiff to set off the premiums paid by her for her husband, for which she was also equitably entitled to a lien on the policy moneys.

FRAUDULENT CONVEYANCE—VALUABLE CONSIDERATION — ANTECEDENT DEBT—13 ELIZ. C. 5, S. 6—(1 GEO. V. C. 24, SS. 1, 5, ONT.).

In *Glegg v. Bromley* (1912) 3 K.B. 474, the point in controversy was whether an assignment of a judgment debt in consideration of an antecedent debt owing to the assignee was void under the Statute of Elizabeth. The facts were as follows. Mrs. Glegg was plaintiff in action against one Hay for alleged false representation and she was also plaintiff in the present action claiming damages for an alleged slander. On May 21, 1910, Mrs. Glegg being then indebted to her husband in a large sum of money, by deed, reciting the indebtedness and his requirement of security therefor, assigned to him all sums of money which she might become entitled to by virtue of any verdict, compromise or agreement in the action of *Glegg v. Bromley*. On 6th June, 1910, the action of *Glegg v. Hay*, was dismissed with costs taxed at £218. On 7th July, 1910, the action of *Glegg v. Bromley* was tried and the plaintiff recovered a verdict for £200. Mr. Hay then obtained a garnishee order attaching the damages to satisfy debt due to him for costs. The husband of Mrs. Glegg claimed them under his assignment and the question therefore was whether this assignment was valid as