

would fall far short of the amount for which judgments have been recovered.

The main question arises respecting the proceeds of two policies of insurance upon the life of the intestate amounting to \$20,000 not yet received by the administrator, but for which the plaintiffs contend he has by his own course of dealing made himself liable. He has executed an assignment of the moneys, and in *Jenkins v. Plombe*, 6 Mod., at p. 93, it is said, "If an executor appoint another to receive a debt of his testator, and he receives it, it is the same thing as if he had actually received it himself, and will be assets in his hands; and by consequence appointing another to receive who will not repay is a *devastavit*."

From the evidence it appears that the life of the intestate was insured in the Standard Life Insurance Company under two policies of insurance of \$10,000 each. These policies were issued in the Province of Quebec, the premiums were payable there, and the amount of insurance was, on the death of the intestate, according to the terms of the policies, payable at the chief office of the company in that Province. No action can be brought by the defendant in this Province to recover the amount of these policies. *Pritchard v. Standard Insurance Co.*, 7 O. R. 188; *McArthur v. Macdonnell*, 1 Man. L. R. 334.

But, it is argued, the defendant is estopped from saying that he cannot recover this money under his letters of administration, granted in this Province, because he has already executed an assignment of it in trust for the benefit of certain specified creditors. This assignment, it is claimed, is fraudulent and void, as having been made to hinder, defeat or delay the plaintiffs, *Earl Vane v. Rigden*, 5 Chan. App. 663 is an authority, that an assignment made by an executor may be impeached on the ground of fraud and collusion between him and the creditor, and may be set aside on that account. That the assignment in question was made for the express purpose of giving those particular creditors a preference is not denied. There is no evidence of any collusion between the defendant and any of the creditors. Indeed, it appears that neither the trustee nor any creditor knew of the assignment until after it had been actually executed. Neither is there any clear evidence of any act done by the defendant or his agent here which can be said to have been done to deceive the plaintiffs or throw them off their guard.