it was unnecessary to speculate as to whether notice was necessary; and, if necessary, whether it was given. The Limitations Act was a sufficient defence on this branch of the case.

LENNOX, J., agreed. The plaintiffs, he said, had failed to establish a trust in fact or in law. Service of the notice had been established. It would be dangerous and unwise to open the matter after a long lapse of time.

MASTEN, J., agreed that the appeal should be dismissed.

Appeal dismissed.

SECOND DIVISIONAL COURT. JANUARY 4TH, 1917.

JOBIN MARRIN CO. v. TYNE.

Attachment of Debts—Moneys Payable under Fire Insurance Policy—"Debt"—Election of Insurers to Pay Money to Insured—Payment into Court—Claim of Assignee of Insured.

Appeal by the assignee of a claim under a fire insurance policy from an attaching order made in the District Court of the District of Rainy River.

The appeal was heard by MEREDITH, C.J.C.P., HODGINS, J.A., and LENNOX and MASTEN, JJ.

D. Inglis Grant, for the appellant.

W. J. McWhinney, K.C., for the attaching creditors, respondents.

MEREDITH, C.J.C.P., read a judgment in which he said that two weeks before the appellant was in any way concerned in the subject-matter of this litigation, the respondents had obtained an order of the District Court by which that subject-matter had been appropriated to the payment of the debts of the person who afterwards went through the form of assigning it to the appellant.

But it was contended that, when the order of the Court was made, the subject-matter of this appeal was not a debt, and, as the Court had power to attach debts only, its order was ineffectual.

The subject-matter of this appeal was originally a fire insurance policy: a fire had occurerd, and a claim for indemnity had been made under the policy, and thereupon the respondents