

what a vast amount of good has been effected by the C. M. B. A. among the Catholic people of Canada, and the confidence placed in it by our business men is evident by the large number of judges, lawyers, merchants, etc., who belong to it; and it has all the confidence of the clergy, as proved by the fact that in almost every branch the parish priest and the curates are active members. Judge Curran, late Solicitor General of Canada, who is also an active member, recently stated in a speech at St. John, on the authority of the Superintendent of Insurance for Canada, that of the six assessment associations in Canada, the C. M. B. A. takes the first place.

THE CANADIAN AID ASSOCIATION OF THE C. M. B. A.

Under the direction of the Grand Council Trustees we publish the following notice relating to the society called "The Canadian Aid Association of the C. M. B. A." An impression has got abroad that the C. M. B. A. of Canada is in some way connected with this organization. There is no ground for this, further than the use of the letters "C. M. B. A.," in the name of the Canadian Aid Association. The use or misuse of these letters by the Canadian Aid Association has never been authorized by the Grand Council of the C. M. B. A. of Canada. We do not mean that there has been any attempt on the part of the officers of the Aid Association to make use of the name wrongfully. In fact in their constitution they proclaim their entire independence of the C. M. B. A., as is evident from the following:—

"Sec. 47. The Canadian Aid Association of the C. M. B. A. is alone responsible for sick and funeral benefits, and the Catholic Mutual Benefit Association is in no way connected financially with this Canadian Aid Association of the C. M. B. A. and will not be held responsible for any action of the Canadian Aid Association of the C. M. B. A. or for any debts incurred by this Association.

It is therefore quite apparent that the officers of the Aid Association have no desire to mislead. The fact however remains that a great many have been misled; and it is with a view of removing the false impressions which have been so formed, and preventing any misconception in the future, and perhaps possible injury to the C. M. B. A., that the notice referred to is published.

NOTICE

In accordance with a resolution adopted at the meeting of the Grand Trustees of the C. M. B. A., of Canada held at London this day, the attention of the members of the Association is directed to the fact that the society called "The Canadian Aid Association of the C. M. B. A.," has not now, and never had, any connection with the Grand Council of the C. M. B. A. of Canada; and that all reference to the C. M. B. A., contained in its name or in the printed matter used by the Canadian Aid Association are made without the authority or sanction of the Grand Council of the C. M. B. A., of Canada, and that such Grand Council is not in any way responsible for any act or default (if any there be) of the

Canadian Aid Association of the C. M. B. A.

London, November 11th, 1895

O. I. FRASER,
Grand President
REV. M. J. TEEHAN,
P. J. OKILL,
J. J. BRUNN,
W. P. KUTACKY,
P. J. ROONEY,
Grand Trustees.

CHANGES OF BENEFICIARY.

BY F. R. FAUGHNOR.

IV.

In the Province of New Brunswick up to the year 1895 matters relating to life insurance were not the subject of any special statutory enactment. At the last session of the New Brunswick Legislature an act was passed entitled: An Act to secure to wives and children the benefit of Life Insurance. By this Act all contracts relating to such life insurance, whether made prior to the enactment or originating since are governed. The general scope of the Act is very like that of Chapter 136 of the Revised Statutes of Ontario, which was dealt with some time ago in THE CANADIAN.

After stating the interpretation to be placed on certain terms of frequent use in the Act, the New Brunswick Statute declares that the Act applied, as stated, to all lawful contracts of insurance now in force or hereafter effected, including such contracts as are made by the C. M. B. A. with its members. It further provides that any person may insure his life for the benefit of his wife, or of his wife and children, or of his wife and some one of his children, or of his children only, or of some or one of them, and where the insurance is effected for the benefit of more than one he may apportion the amount of insurance money as he may deem proper. It then proceeds;— In case a policy of insurance effected by a man on his life is expressed upon the face of it to be for the benefit of his wife, or his wife and children, or any of them, or of his children alone, or any of them, or in case he has heretofore endorsed or may hereafter endorse, or by any writing identifying the policy by its number or otherwise, has made or may hereafter make any declaration that the policy is for the benefit of his wife, or of his wife and children, or any of them, or of his children one, or any of them, such policy shall ensure and be deemed a trust for the benefit of his wife for her separate use, or of his wife and children or of his children, or any of them, according to the intent so expressed or declared, and so long as any object of the trust remains, the money payable under the policy shall not be subject to the control of the husband or his creditors except as herein after provided, or form part of his estate when the sum secured by the policy become payable; but this shall not be held to interfere with any pledge of the policy to any person prior to such declaration.

(2) In the case of a policy or written contract of life insurance effected before marriage, a declaration under this section shall be and be deemed to have been as valid and effectual, as if such policy or contract had been effected after marriage, but nothing herein contained shall affect any action or proceeding now pending:

(3) When a contract of life insurance is effected by an unmarried man for the benefit of his future wife or future wife and children, or future children, but the contract does not designate by

name, or otherwise clearly ascertain a specific person as such intended wife, the contract, not being with the intent of subsections 1 and 2 hereof, shall be construed as provided in section 5 of this Act.

1. When a contract of life insurance is effected as in subsection 1 of this act, but at the maturity of the contract the insured is still unmarried or is a widower, or in case the insurance is for the benefit of children only, is a widower without issue, the insurance money shall fall into and become part of the estate of the insured:

2. When a contract of life insurance is effected by an unmarried man for the benefit of his future wife or future wife and children, and the intended wife is designated by name or is otherwise clearly ascertained in the contract of life insurance, but the intended marriage does not take place all questions arising on such contract shall be determined as if this act had not been passed.

3. The insured may, by an instrument in writing attached to or endorsed on or identifying the policy by its number or otherwise vary a policy, or a declaration of an apportionment previously made, so as to restrict or extend, transfer or limit the benefits of the policy to the wife alone or the children, or to one or more of them, although the policy is expressed or declared to be for the benefit of the wife and children, or of the wife alone, or for the child or children alone, or for the benefit of the wife for life and of the children after her death, or for the benefit of the wife and in case of her death during the life of the insured, then for the child or children, or any of them or for the benefit of any one or more of the above mentioned persons for life, and after his or their decease for the benefit of any one or more of the survivors; or although a prior declaration was so restricted; and he may also apportion the insurance money among the persons intended to be benefited; and may, from time to time, by an instrument in writing attached to or endorsed on the policy or referring to the same, alter the apportionment as he deems proper: he may also by his will, make or alter the apportionment of the insurance money: and an apportionment made by his will shall prevail over any other made before the date of the will, except so far as such other apportionment has been acted on before notice of the apportionment by the will.

It does not provide as does the Ontario Act that where a policy has been made for the benefit of a wife and children, or declared to be for their benefit under the statute, the insured may extend, transfer or limit the benefits of the policy to the mother of the insured, as well as to a wife or children or one or more of them.

A useful provision contained alike in the Ontario and New Brunswick acts is that where a policy is effected before marriage a declaration in favor of wife and children shall be as effectual as if the policy had issued after marriage. Many members join the C. M. B. A. when young and make policies payable to father, mother, sisters or other relatives. When they marry they may by a proper declaration endorsed on or referring to the policy make it payable to the wife, and such declaration will have the effect of depriving the original beneficiaries of any right, under the policy, and will make it payable to the wife of the insured or to his children should he so direct.

The Act further provides (Sec. 8)

that, where no apportionment is made among the parties named as beneficiaries, an apportionment shall be made. Thus, if a policy is made payable to wife and children, then in the absence of any specific apportionment to her or them, she will take only an equal share with each child. It is of course easy to remedy this matter when the policy is issued or at any time later by making such an apportionment as the insured deems proper. It however he makes an apportionment, say of a \$1,000 to his wife, on a \$1,000 policy, and the wife should die in the lifetime of the insured, in that event, unless a new declaration is made, the share of the person so dying shall become the property of the insured and may be dealt with as he may see fit, and it shall at his death form part of his estate. The same provision is in force in Ontario. Members both in New Brunswick and Ontario should therefore be careful when a person in whose favor an apportionment has been made dies, that a new declaration be made at once, otherwise the share of the person so dying will become part of the estate of the insured, and perhaps liable for his debts. When such a declaration is made, or the insurance is payable to wife or child, it is free of course from the claims of a creditor of the insured, except to an extent that can have no application in a society like the C. M. B. A.

The New Brunswick Act gives power to the insured to borrow from any person on the security of the policy whatever sum may be necessary to keep the policy in force. Branches frequently advance moneys to members, when in distressed circumstances, to enable them to pay their assessments. In New Brunswick such charges shall be a first lien on the policy, notwithstanding any declaration that has been made in favor of the wife or children.

Another important provision of the Act, is that no declaration or apportionment effecting the insurance money shall be in force or effect until the instrument or a declaration or a copy thereof is deposited with the Company. Notice of all changes of beneficiary should accordingly be at once sent to the Grand Secretary.

ADDRESS BY DR. RYAN.

The following address was delivered by Dr. Ryan, Supervising Medical Examiner of the C. M. B. A., at an "At Home" recently given by Branch No. 9, Kingston, Ont.:

Mr. President, ladies and gentlemen:— This is the first time in the history of this branch that the members and their families have thus met together to spend a few hours in social intercourse. Our regular meetings are limited to the transaction of routine business— to matters affecting the material welfare of the association. The other side, namely, the promotion of the social and intellectual welfare of our members, has been, up to the present time, almost entirely neglected. There is no reason why the material prosperity and the social development of our organization should not go together, and I am exceedingly glad we have inaugurated a new era in this respect.

It is especially gratifying to see the wives of our members, and their families also, taking such an interest in this entertainment, and in the welfare of the association generally. It is their right, they have a direct interest in its prosperity. Many of them have to deny themselves certain luxuries and vanities in which they might otherwise indulge were it not that the assessments must be paid. The C. M. B. A. is their bank, the place where their little savings are deposited, where they are making provisions for the rainy