

The Royal Trust Company

HEAD OFFICE: MONTREAL

Capital Fully Paid - - - - - \$1,000,000
Reserve Fund - - - - - 1,000,000

BOARD OF DIRECTORS:

H. V. Meredith, President	
Sir H. Montagu Allan, C.V.O., Vice-President	E. B. Greenshields
R. B. Angus	C. R. Hosmer
A. Baumgarten	Sir W. C. Macdonald
A. D. Braithwaite	Hon. R. Mackay
E. J. Chamberlin	Herbert Molson
H. R. Drummond	Sir T. G. Shaughnessy, K.C.V.O.
C. B. Gordon	Sir Frederick Williams-Taylor, LL.D.
Hon. Sir Lomer Gouin, K.C.M.G.	
A. E. Holt, Manager	

BRANCHES IN BRITISH COLUMBIA:

Vancouver—732 Dunsmuir Street. F. W. Hartley, Local Manager.
Victoria—Bank of Montreal Building, Bastion Street.
A. M. J. English, Local Manager.

"A beneficiary shall be deemed to be a beneficiary for value only when he is expressly stated to be so in the contract or in an endorsement thereon signed by the assured." Sec. 171 (7).

It is to be noted that while a Preferred or an Ordinary beneficiary may be appointed by way of a declaration or by an instrument in writing "attached to" as well as endorsed on a policy, the designation of a beneficiary for value is only effectively accomplished when it is done in the original contract or endorsed on it.

It is suggested that in practice an assignment of the policy will be found to be more satisfactory than a beneficiary-for-value appointment.

Notice to Insurer.

It rests with the assured or other person interested to see that proper notice is given the insurer of any dealings with the benefits of the policy, otherwise the latter may deal with and obtain a valid discharge, "in the same manner and with the like effect" as if such transaction had not taken place. Such notice is defined by the Act to be

"the original or a copy of an instrument in writing affecting the insurance money or any part thereof, or of any appointment, or revocation of an appointment of a trustee." Sec. 171 (10).

Appointment of a Beneficiary.

In appointing a beneficiary there is the question to be considered, from the practical point of view, as to the mode of such appointment. The Act provides, as noted in a preceding paragraph, that the designation may be made, "by the contract of insurance, or by instrument in writing attached to or endorsed on it, or by an instrument in writing, including a will, otherwise in any way identifying the contract." Which of these several modes is likely to prove the most satisfactory?

In considering this question it must be borne in mind that when a beneficiary appointment is made and the insurer duly notified thereof, the assured can no longer deal with the policy without taking into account the rights of the beneficiary appointed. If, for example, by designation in the policy or by a declaration of which the insurer received notice, a beneficiary of the Preferred class is appointed, a trust is created, and the assured is thereby restricted in any future dealings with the policy and prevented from surrendering it for its cash value or borrowing upon it (except to meet premiums), without the consent of the beneficiary. And the same condition prevails if the beneficiary be of the Ordinary class of beneficiaries (referred to in a preceding paragraph) with this exception, that in the latter case the assured has the power to revoke the beneficiary appointment, and may thus bring the policy within his sole control.

One of the statutory modes of appointment, however, gives the assured the opportunity to retain greater freedom of action, and that is when the appointment is made in a will. In such case, assuming that the policy be drawn payable to the executors, administrators or assigns of the assured, the insurer having no notice of the appointment, the policy would remain within the sole control of the assured to deal with subsequently as he might see fit—a condition which in the great majority of cases is what the assured desires.

Obligation of a Minor.

The power given a minor to contract for insurance on his own life as under Section 169 (9) naturally carries with it an obligation on his part to meet the first premium. It should be noted, however, that if this obligation is to be enforced by legal process, suit should be brought on the policy and not on any promissory note that may have been given, as a promissory note made by the minor is a contract not enforceable by law.

The British Columbia Land and Investment Agency, Ltd.

Real Estate, Financial & Insurance Agents

Agents Phoenix Assurance Co. Ltd. of London

Head Office: 20-21 Essex Street, Strand, London, England

British Columbia Office: 922 Government Street, Victoria

British American Trust Company Limited

Acts as Trustees, Liquidators, Assignees and Managers of Properties

**General Agency for Fire and Liability Insurance
SAFE DEPOSIT BOXES FOR RENT**

198 Hastings Street West Vancouver, B. C.

Branch Office: VICTORIA, B. C. Phone Seymour 7620

"A Canadian Company for Canadians"

The British Colonial Fire Insurance Co.

Head Office, Montreal

AGENTS FOR B. C.

Royal Financial Corporation, Limited

Sey. 4630

Vancouver, B.C.

The Union Steamship Company of B.C. LIMITED

Frequent and regular sailings to all settlements, logging camps and canneries on the Northern B. C. Coast.

For full information as to freight and passenger rates and times of sailing, apply to

Head Office on Wharf, foot of Carrall Street
Phone Seymour 306

Men who appreciate the etiquette of correct attire will find character represented in the garments produced by the House of Morgan that give added and enhanced dignity to the wearer, at prices from \$35.

THOS. C. MORGAN

817 GRANVILLE ST.

VANCOUVER, B. C.