Basis of Entitlement

Pension entitlement has been decided respecting members of the forces generally on the following basis:—

1. Compensation for disability resulting from service.
   (*a*) In the case of those who served in a theatre of war or on active service, for disability incurred during, attributable to, or aggravated during service.
   (*b*) In the case of Militia or Permanent Force, where the disability is considered to be directly caused by service or incurred during the performance and as a result of duty.
2. Long service; completion of contract or termination of engagement.

The same rules have applied and still govern the matter of entitlement to pension for widows, in so far as the qualification to pension for dependents is contingent upon the establishment of relationship to service of the condition resulting in the death of the member of the forces, in the same manner as that governing entitlement to pension set out above.

Until June 3rd, 1916, pension was payable only when disability or death was *directly caused* by the performance of duty during service. This principle, namely, that pension shall be paid only when disability or death was the *direct result* of service, was the principle upon which pension laws were based in all countries up to that time.

Canada, however, discarded the "due to service" principle in 1916, so far as members of the Naval and Expeditionary Forces on Active Service were concerned. A new principle, generally known in official circles as "the insurance principle" was adopted. It was apparently felt at that time the State should accept complete responsibility for whatever happened to a member of the forces during his active service, whether or not any consequential disability (or death) had direct causation in the performance of duty, for example:

> Two soldiers, A and B, leave barracks together. A is going on leave, B on duty, carrying an official message. As they cross the street, both are knocked down and injured by the same automobile. A is not pensionable for any consequential disability under the *"directly due to service"* principle, but B is, as the latter was injured in the execution of his duty. Under the insurance principle, however, both would be entitled.

Indeed, the "insurance principle" extends much further, particularly as it relates to disability consequent upon disease. It provides that when disability from any cause or disease exists in a member of the forces (who has served in an actual theatre of war) at the time of discharge from service, the full extent of such disability shall be pensioned unless the condition resulting in disability was either obvious, congenital, or concealed on enlistment. It goes still further, and provides that where competent medical evidence shows reasonable presumption that disease started, or was aggravated during service, the resulting disability shall be pensioned (see Section 63 of the Act).

It is interesting to note that in determining entitlement to pension for disability and death in the original enactment of 1907, only four classes or degrees of pension, and as late as 1916 only six classes were provided for. In order to qualify for the first degree (or total pension) the incapacity must have been "a result of *wounds* received in action", whereas second degree pension was provided "to those who are rendered totally incapable of earning a livelihood as a result of injuries received or illness contracted on active service", and third degree pension provided for lesser disablement consequent upon "injuries or illness contracted on active service" and fourth degree for still lesser disability consequent upon injuries or illness. It will be noted that the first degree, or