FEATURES OF QUEBEC INSURANCE LAW

Clear Exposition of Intricate Subject by J. Armitage Ewing, K.C.

Features of Quebec insurance law, more particularly in regard to life insurance, were discussed by Mr. J. Armitage Ewing, K.C., of the Montreal Bar in an instructive address to the Toronto Insurance Institute last night. After tracing the origin of Quebec province laws, Mr. Ewing proceeded to deal with the present laws as they pertain to insurance.

A certain portion of the civil code, he said, deals with insurance. Mr. Ewing continued:—

It lays down the general principles, such as the contract, the payment of the premium, warranties, necessity of an insurable interest, etc. Certain of these articles are derived from English authorities, certain of them from French, and many of them from both French and English or United States authorities. The principles laid dow do not differ materially from the laws prevailing in the English provinces before the various insurance statutes were passed. I do not propose in this paper to dwell further upon this phase of the subject.

Quebec Insurance Act.

Quebec, following the lead of most of the other provinces, has in recent years enacted an insurance act. By far the greater part relates to the formation, organization, registering and licensing of companies, and the provisions governing mutual and ordinary fire companies and benefit associations. The articles affecting life companies specially are few in number and as they deal principally with details, departmental regulations are of very little interest to a gathering such as this Time will not permit the consideration of them. I will make one exception, and say that an insurance agent cannot act as such in the province unless he resides therein. But he may, if his province permits residents of Quebec to act as agents there on the same terms as its own people.

Quebec has a wives and children's act, as Ontario and the other provinces have articles of their acts concerning preferred beneficiaries. They are not so called in Quebec, but for the sake of convenience I will make use of the term. Quebec preferred beneficiaries, however, are not as numerous as those, say, of Ontario. These are in the case of a man, his wife, his children, and his wife's children; in the case of a woman, her children. The beneficiaries may be appointed either by the policy itself or by appropriation by a subsequent document or by will. A wife may insure her life for her children's benefit, or appropriate a policy to them without the consent of her husband, this constituting a departure from the common law governing consorts. A policy in favor of a preferred beneficiary cannot be changed without his consent, except in favor of another preferred beneficiary. It may be assigned or surrendered with the consent of all the beneficiaries if they are of age. The proceeds of the policy cannot be seized either by the creditors of the assured or those of the beneficiary.

When Beneficiaries Die First.

When preferred beneficiaries die before the assured, various circumstances must be considered in determining who is entitled to the money. When such beneficiary is a child his descendants take his share whether an apportionment has been made or not. When several children are beneficiaries and no apportionment is made, if any of such children predecease the assured, without issue, accretion takes place in favor of the surviving children. When the assurance is in favor of a wife and a child or children, also without apportionment, if the wife dies before the assured accretion takes places in favor of the child or children, and if all the children predecease the assured accretion takes place in favor of the wife. When the sole beneficiary in whose favor the assurance exists, whether wife or child, or all the beneficiaries, predeceases or predecease, the policy reverts to the assured, save in the case of a child leaving issue as before stated. The benefit of any share in an apportionment reverts to the assured, save in the case of a child to whom the policy was apportioned dying with issue. It is to be noted in all these cases that if the wife is the sole beneficiary, or an apportionment exists in her favor, it does not matter whether she leaves issue or not, for the policy or her share as the case may be reverts to her husband.

Trustees may be appointed by the assured to receive the policy moneys in trust for the beneficiaries like in the other provinces. If no trustees are appointed, payment is made to the beneficiary or beneficiaries named. The shares of minors, if there is no trustee, are paid to the executors of the will of the assured, and if there is none, to their tutors (or guardians).

Each Takes Respective Share.

If there are several preferred beneficiaries, and the assured has apportioned the moneys, each takes his respective share. If there is no apportionment, and children only are the beneficiaries the proceeds are equally divided amongst them. If there is no apportionment and the beneficiaries are the wife and one or more or all of the children, one-half the policy money goes to the wife, and one-half to the children beneficiaries, who subdivide equally.

If the assured finds himself unable to pay the premiums on a policy in favor of preferred beneficiaries, he may borrow sufficient to keep it in force, or he may surrender it for a paid-up policy in favor of the same persons, in either case without their consent.

If any of the premiums have been paid when the assured was insolvent, in fraud of his creditors, the latter may recover out of the insurance money an amount equal to the premiums so paid.

As to Married Women.

Perhaps the most perplexing feature of the Quebec law to a resident of an English province is that relating to married women.

A spinster or a widow as far as concerns her contractual capacity stands in the eye of the law in the same position as a man. A married woman is altogether different. During the marriage she is under the authority of her husband. Much depends on whether the consorts are in community of property or are separate as to property.

Parties contemplating marriage are free to arrange beforehand as to the government of their property during their marriage. They may stipulate almost as they choose provided they do not transgress good morals or public order. These stipulations must be set forth in a notarial document signed by the parties, assisted by their guardians or parents if they are not of age, before the marriage. They cannot be altered after marriage, nor can either consort then confer any benefit upon the other. It is usual now in these stipulations—marriage contracts—to provide that the parties shall be separate as to property, though it was not uncommon in the contracts passed some years ago, particularly among the French, to stipulate that they should be common as to property, but with certain modifications. When separate as to property all that either consort possesses at the time of the marriage or becomes possessed of during it, belongs absolutely to him or her as the case may be, as though marriage had not been entered into. The wife retains the right of administering her property. The parties may stipulate anything less than separation of property that they may choose.

(To be Concluded.)

SASKATOON'S TAX COLLECTIONS

Saskatoon has collected during the first ten months of this year 90 per cent. of the year's tax levy in taxes and arrears.

The total tax levy for the current year is $821,000, as compared with $986,418 for last year. The tax collections for the first ten months of 1916 amounted to $740,083. Last year the amount collected in a similar period was $660,493.

COBALT ORE SHIPMENTS

The following are the shipments of ore, in pounds, from Cobalt Station for the week ended November 10th:—

Dominion Reduction Company, 65,000; La Rose Mines, 87,314; O'Brien Mine, 66,000; Nipissing Mining Company, 554,950; Mining Corporation of Canada, 188,394; total, 961,-658 pounds, or 480.8 tons.

The total shipments since January 1st, 1916, now amount to 28,028,957 pounds, or 14,014.4 tons.