sections 2, 3 and 4 of this section deal with the question of surrendering or assignment of the policy and in general provide that this may be done jointly by the assured and beneficiary if the beneficiary is full age.

"A few points in the other acts differ from the similar legislation in Saskatchewan. The list is by no means complete and perhaps some important points have escaped my attention. The greatest variety appears to exist in the clauses making provision for the death of the beneficiary, but none of the provinces appear to think that the assured and the company have any right to contract between themselves in this important particular.

Beneficiaries Protected.

"Manitoba has a peculiar provision which seems to make it illegal for a man to insure his life in favor of a preferred beneficiary under an endowment policy for less than ten years or under a five-payment or single premium life policy. No doubt the intention was that the beneficiary under such a policy would not be regarded as preferred, but the wording has lamentably failed to express this idea. In Quebec the situation is complicated by the fact that the intricacies of the civil law have to be taken into consideration. The preferred class of beneficiaries is protected as in Ontario and changes may be made subject to practically the same restrictions. But in the case of ordinary beneficiaries, an acceptance of the benefit by the beneficiary removes the policy from the exclusive control of the assured. The difficulty is that 'acceptance' may be consummated in various ways and without necessarily coming to the attention of the company. The utmost care has thus to be exercised in recording any change of the ordinary beneficiary. In British Columbia, one section of the act stipulates that a policy may only be made payable to a trustee with his assent, while another section dispenses with this restriction. The restriction is unnecessary."

Uniformity Keynote of Convention.

Mr. Ferguson said in conclusion that he thought uniformity with regard to the legislation referred to could best be secured by having the subject dealt with in the Dominion Insurance Act. "That act," he said, "does not now deal with beneficiaries, and under the British North America Act cannot deal with them. If the latter act were passed now, undoubtedly insurance, like banking, would be relegated to the exclusive jurisdiction of the Dominion. However, there is no use in discussing this point, as an amendment to the constitution of Canada could not be expected in the immediate future and the best omen of uniformity is the fact that the provincial superintendents are able to meet in conference as they are doing. These gentlemen will largely control the form of the insurance laws in their respective provinces and it will be extremely easy for them to co-ordinate their efforts with the work of the commissioners proposed by the Dominion Bar Association." Mr. Ferguson was delighted to observe that uniformity was the keynote of the convention from beginning to end, and congratulated the superintendents on their coming together and wished them every success in their laudable undertakings.

CONFLICT IN INSURANCE LEGISLATION

British Columbia Insurance Superintendent Talks of Privy Council Decision

"The conflict in the field of insurance legislation," said Mr. W. G. Garrett, superintendent of insurance of British Columbia, at last week's Winnipeg conference of insurance superintendents, "furnishes a typical instance of a problem, which has yet to be solved, namely, the mutual recognition and adjustment by the Dominion and the provinces of the rights and duties which can be exercised by or are imposed on them respectively by the British North America Act. The problem is generally composed of several factors. There is a technical side, a historical aspect, and the standpoint of expediency, by which I mean, whether it is in the best interests of the community that the Dominion or the provinces or both should pass legislation. It will be my object to treat the matter from the standpoint of jurisprudence, and so far as my knowledge and time for studying the question goes, to review the position mainly as it affects companies and the business of insurance. The principles at issue can be well illustrated by insurance legislation. Any opinion I express is quite personal and no authority whatever has been delegated to me to say anything on behalf of the British Columbia government."

Effects of Judgment

Mr. Garrett then referred to the "Insurance Reference Case," and the judgment of the Privy Council rendered therein. "In the upshot the decision of their lordships was," he said, "a victory for neither side. It was, unfortunately," he continued, "a victory without peace and not peace without victory. Perhaps one can summarize the consequences in this way, namely, that the Dominion loses control over individuals and provincial companies, and the provinces lose control over Dominion companies and foreign companies, in the sense that neither authority can prohibit from carrying on the business of insurance. Admitting this view to be sound, the future has yet to determine what are the full and precise effects of the judgment, and it is very probable that further litigation will be inevitable unless a via media can be discovered by mutual consent."

Barred from Regulation.

By way of summary, Mr. Garrett then submitted, that while parliament has authority to legislate for aliens and Dominion companies and in reference to trade and commerce, it is barred from the regulation of any single trade like insurance. "The new act," he said, "is an act for regulation in the full meaning of that word and to the same extent as the former act. Mr. Newcombe, himself, admitted that such was the character of the repealed act. In that light it does not appear to be properly framed legislation within the meaning of the Privy Council's judgment in the 'Insurance Reference.' It may be described as colorable legislation. Mr. Lefroy, in his book on 'Canada's Federal System,' lays it down as a leading proposition that parliament cannot under color of general legislation deal with what are provincial matters only. Such an exercise of power constitutes an attempt to do indirectly what there is no authority to do directly. In certain other respects the legislation would seem to fall within another of Mr. Lefroy's propositions—viz., that if parliament does not possess the legislative power, neither the exercise nor the continued exercise of such power can confer it or make its legislation binding. This is not to say that the Dominion has no rights at all in the field of insurance matters. I have quoted from a judgment the pronouncement that a matter may in one aspect belong to the Dominion and in another to a province. The task is to discover the limits of our respective jurisdictions."

Not to Assail Legislation.

Mr. Garrett, in conclusion, repeated emphatically that he held no brief to assail the legislation because it was concerned with insurance matters; nor should we in any way impeach its motives—with those we are not concerned. It may quite well be that the insurance act for example was a most expedient measure in the interests of the public generally. It was manifest, however, that the Federal government proceeded on the motto "What we have we'll hold," and clung tenaciously to jurisdiction which it has exercised for a long period almost unquestioned. The large issue at stake involved a fundamental principle of the constitution under which we lived; the question was not merely academic, or theoretical, or even one of policy or expediency. Legislation of this class goes to the root of the autonomy in the sphere assigned to the provinces by the "British North America Act." The passage of any such legislation as invades a provincial area was a danger signal and a province would be derelict in its duty to the trust imposed on it, if it failed to mark the peril. Legislation of that type which could not be sustained because it encroached on provincial rights, should be challenged. Obviously, it was only a step to the infringement of one right after another, and that would ultimately entail the subversion of the Federal system.

Mr. J. Burtt Morgan, president of the Life Underwriters' Association of Canada, 1917, died at a home in Victoria, B.C., on November 28th. He did valuable work in the association and in endeavoring to have the subject of life assurance made part of the curriculum of the various universities throughout Canada.