within the right of every other member, to seek alterations, in the prescribed way, affecting the rights of other members, just as it was within the rights of the other members who sought the alterations in question, affecting the deceased's and all other members' rights, and procured it in the prescribed way, to do so. That aspect of the case presents no difficulty: the difficulty arises from the provisions of the Ontario Insurance Act, which so largely interferes with such rights and other the rights of contract between insurer and insured.

The Act requires that every written contract of insurance shall have set out in full on its face or back all its terms and conditions, and provides that, if not so set out, they shall be invalid in so far as they impair the effect of the contract; but that registered friendly societies, instead of so setting out the complete contract, may indicate therein the terms by reference to their rules containing them. That was not done in this case. Indorsed upon the contract is a form of agreement referring to the rule, then existing, upon which defendants now rely, but that form has never become a completed contract or writing; it required the signature of the person insured, and, upon its face, appears also to have required the seal of the "court" of which he was a member, and to be signed by two of the officers of that court as witnesses; it lacks all these things, and is on its face an incomplete and ineffectual thing, whatever might have been its effect if complete. It is nowhere in itself, or in the body of the contract, referred to as having any effect unexecuted. And, this indorsement having no effect, recourse must be had to the face of the contract for a compliance with the provisions of the Act; but there I am unable to find any term, set out as the Act requires, limiting the insured's or the assured's rights to anything contained in the then existing rules, or any their future rules. It is true that the then existing rules are "made a part of the contract," but their terms are neither set out "in full," nor are they "indicated therein by particular reference to the rules containing them." All amendments to the rules, adopted from time to time, are stated as part of the consideration for the contract—whatever that may mean—but they are not even expressed to be made part of the contract. Under the Act, the application for the insurance may be considered with the contract, but apparently only in respect of material misrepresentations in it.

The contract is within the Act, and nothing impairing its effect is set out in the only manner in which it could be