The Royal Arcanum is not a society incorporated under R.S.O. 1897 ch. 211, so as to be entitled to pay the insurance money "to the person or persons entitled under the rules thereof:" ch. 211, sec. 12. The incorporation was in Massachusetts, in 1877, under the provisions of the laws then in force. . . .

Its position is, therefore, in the view of our law, the same as that any other insurance company—e.g., that of the Catholic Order of Foresters in Gillie v. Young (1901), 1 O.L.R. 368. That case decides that the rules of the "Order" must give way to the provisions of the statute, so far as they are inconsistent therewith. Mingeaud v. Packer, 21 O.R. 267, 19 A.R. 290, and Re Harrison, 31 O.R. 314, may also be looked at.

If, then, the declaration indorsed on the certificate be valid, the plaintiffs must fail.

The grounds of attack upon the indorsement are, it will be seen, two in number: (a) that the indorsement was not read to or by Rhoder; and (b) that it was ignored and treated as null and void by both Rhoder and the defendant until the death of Rhoder.

As to (a), there is not the slightest evidence that Rhoder did not fully understand what he was signing; he has signed his name legibly; and nothing indicates illiteracy in any way: letters, indeed, are produced written by him shewing the reverse. The second ground is equally baseless—considerable testimony was given indicating that the policy was transferred rather by way of security for a loan or series of loans than the reverse; but nothing suggests, much less proves, that the transfer "was ignored" or "treated" as "null and void."

The above will dispose of the issues in the plaintiffs' claim: (1) the infants are not "the designated preferred beneficiaries of their grandfather . . . T. R. Rhoder," for the double reason that they are not "preferred beneficiaries" at all, within the meaning of the statute, T. R. Rhoder not having been their grandfather in a legal sense; and, second, he made a new beneficiary under the provisions of the law in that regard.

(2) "The plaintiffs, as next friend to the said infant children," are not "entitled to payment out of Court of the said sum" for several reasons. Assuming (what I by no means concede) that this company can be next friend at all (R.S.O. 1897 ch. 206, secs. 4, 5, 8; Nalder v. Hawkins, 2 M. & K. 248)—(a) the next friend is not entitled to the infants' money: Vano v. Canadian Coloured Cotton Mills Co., 21 O.L.R. 144); he is brought into Court simply to protect the infants' rights and guarantee the costs: Dyke v. Stephens, 30 Ch. D. at pp. 190, 191;