

of the other provinces the wife and children all share equally—i.e., per capita.

In the following instance there is even a greater variation. It is the case of the benefit being solely for a wife who is not designated by name. In the event of her death, there being no further appointment by the assured, the Insurance Acts of Quebec, Manitoba and British Columbia provide that the moneys revert to the assured's estate. In Alberta the moneys go in equal shares to the second wife and children, if there are any. Children of a deceased child take the parent's share. If there are no such beneficiaries the moneys revert to the assured's estate. In Ontario, Saskatchewan and the maritime provinces the second wife is entitled to the benefits. If there is no second wife living when the claim is payable, there is a reversion in favor of the assured's estate.

If the wife being a sole beneficiary is designated by name and she predeceases the assured, there being no further appointment, the statute law of Ontario, Saskatchewan and Alberta provides that the moneys are payable to the second wife and children in equal shares, the children of a deceased child taking by representation. In Quebec, Manitoba and British Columbia the moneys revert to the assured's estate. In New Brunswick and Prince Edward Island the children of the assured are entitled, while in Nova Scotia only the infant children take.

Then, again, in British Columbia and the maritime provinces children of a deceased child do not take the parent's share. In other words, the word "children" does not include grandchildren in these provinces. In all the other provinces grandchildren are included.

Children's Insurance

The laws respecting children's insurance are not uniform. There is legislation in five of the provinces permitting infant insurance to a limited extent. The legislatures of these provinces no doubt recognized the well-known dangers arising from the unrestricted insurance of children. There is no legislation in Manitoba or the maritime provinces on the subject.

In Ontario and Saskatchewan a minor over fifteen years of age has an insurable interest in his own life and can take out a policy in favor of himself or for the benefit of a preferred beneficiary or of a father, brother or sister. In Alberta there is similar legislation and the class in whose favor the insurance can be placed is extended so as to include a grandparent. In British Columbia the age limit is sixteen years and there is no restriction as to the beneficiary. In the other provinces there is no legislation enabling infants of any age to insure their lives. If, however, policies are taken out by minors on their own lives in Quebec, Manitoba or the maritime provinces, or even by children under fifteen years of age in Ontario, Saskatchewan and Alberta, and under sixteen in British Columbia, such policies are not absolutely void. They are only voidable at the instance of the infant. In all cases they are binding on the company. It is, accordingly, quite apparent how very unsatisfactory the law is on this particular subject.

In the payment of insurance moneys to which infants are entitled, there is an utter lack of uniformity in the various provinces. In Ontario if there is no trustee appointed by the assured to receive the moneys, payment must be made into court. In Quebec, in such a case, payment may be made to the testamentary executor of the assured. If the assured dies intestate a tutor may be appointed who can give an effectual discharge on behalf of the infant. In Manitoba, if there is no trustee, the money can be paid to the executor. If there is no executor, payment can be made to the guardian of the infant. In Alberta in the absence of a trustee, shares of infants may be paid to a trust company appointed as trustee by the court. In certain cases the mother of the infant may be appointed guardian and receive the money. In British Columbia and the maritime provinces the moneys can be paid to the assured's executors, or to a guardian or trustee appointed by the court.

Changing Beneficiary

The law in the different provinces dealing with the method of changing beneficiaries is not the same. In Ontario, Saskatchewan and Alberta it has been held that if it appears from the words used by the assured in the declaration that he desires to change the beneficiary, effect must be given to it accordingly. Words of a general character are sufficient as long as the intent of the assured is reasonably plain. The Ontario courts have gone so far as to hold that a document signed in the form of a will by the assured, though not executed in accordance with the Wills Act, and, consequently, invalid as a testamentary document, is effectual as a declaration to vary the benefits of an insurance contract. In Quebec the change must be effected by a declaration in writing endorsed upon or referring and attached to the policy. In the other provinces the declaration to be effective, must refer to the policy by number or otherwise.

It is worthy of remark that in British Columbia there is no legislation enabling an assured to revoke a benefit conferred on an ordinary beneficiary without the latter's consent. It does seem rather anomalous that while the assured may deprive his wife of the benefit of a policy by giving it to his child, he cannot take it from a stranger unless the right to change the beneficiary is reserved in the policy.

Law Should be More Uniform

I think I have cited enough instances to show that in many respects life insurance legislation in respect to beneficiaries differs widely in the various provinces of the Dominion. There are many more. To my mind there is no good reason why such differences should exist. The common law of England prevails in all of the provinces, with the exception of Quebec and even in that province most of the life insurance legislation is similar to that in existence in the rest of the Dominion. Generally speaking, economic and social conditions are the same in Nova Scotia as they are in British Columbia. Furthermore, most of the life companies have agencies in all of the provinces and have policyholders from the Atlantic to the Pacific. Why, then, should there not be uniform legislation throughout the whole of the Dominion? Everyone must admit that it would be highly desirable.

In my humble opinion, it should not be difficult to attain this object. The same broad underlying principles are found in all of the provincial insurance acts. It is true they differ widely in some respects, but not to such an extent that it would be impossible for all of the provinces to get on common ground. The differences are mostly in details, but it is just these details that cause so much confusion, not only to the companies, but to the insuring public as well. A strong effort is being made to have a model fire insurance policy adopted by statute in the various provinces. An equally strong effort should be made to co-ordinate life insurance legislation.

Laws Should be Codified

For one thing, life insurance has become such a great factor in the business world of to-day that the laws relating to the subject should be codified. This course has been pursued to a considerable extent in Quebec as well as in Ontario and Saskatchewan. In Alberta and the maritime provinces the law has only been partly codified. On the other hand, the legislation in Manitoba and British Columbia is quite meagre.

Another thing, too. It would seem advisable that all insurance legislation should be gathered together in one act. Ontario and Saskatchewan are the only provinces which have adopted this system. To find the insurance laws of Quebec you have to search through the Civil Code as well as various parts of the Consolidated Statutes. Each of the other provinces has at least two or three separate acts dealing with insurance. How simple and handy it would be to have the whole provincial law relating to insurance under one cover. The law should be readily available to every one.

It is to be regretted that more care is not taken in the drafting of legislation. In many cases bills are submitted in