surance 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, substantially as in ch. 115, and ch. 106, of the Pub. Stats. 1881.

Its position is, therefore, in the view of our law, the same as that of any other insurance company, e.g., that of the Catholic Order of Foresters, in *Gillie* v. *Young* (1901), 1 O. L. R. 368. This 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* (1891), 21 O. R. 267; (1892), 19 A. R. 290; *Re Harrison* (1900), 31 O. R. 314, may also be looked at.

If then the declaration endorsed on the certificate be valid, the plaintiff must fail.

The grounds of attack upon the endorsement are, it will be seen, two in number: (a) that the endorsement 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 a next friend at all, R. S. O. 1897, ch. 206, sec. 458; *Halder* v. *Hawkins*, 2 M. & K. 248 (a) the next friend is not entitled