assured. By sub-sec. 2 these are to be known as "preferred beneficiaries," all others being considered as "ordinary beneficiaries." Sub-secs. 3-6 (53 Vict., c. 39, secs. 2, 3) have the general effect of bringing policies effected before marriage within the scope of the Act, and provide for the contingency of the marriage not taking place.

British Columbia: "The Families' Insurance Act," Revised Statutes, 1897, c. 104, sec. 7, is substantially the same as the Ontario Act.

New Brunswick: The Act of 58 Vict., c. 25, sec. 6, is substantially the same as the present Ontario Act.

Quebec: Secs. 2, 5, 6, 26 of the Act of 41-42 Vict. (now replaced by the Civil Code, secs. 5581, 5584, 5604) cover the same ground as the sections of the three Acts last referred to, and are substantially to the same effect.

Manitoba: "The Life Assurance Act," Revised Statutes, 1891, c. 88, follows in secs. 2-4, 26, the Quebec Civil Code.

7. What settlements are within the purview of the statutes.—In *Holt* v. *Everall* (*a*), Mellish, L.J., remarked that it might be doubtful whether, before the passage of the Married Women's Property Act of 1870, a simple declaration on the face of a policy that it was for the benefit of his wife and children would have been sufficient to make a trust for them. More recently still Lord Esher expressed the opinion that, apart from the provisions of the Act, a policy stating that, for the considerations therein mentioned, the insuring association made the insured a member, and promised that on his death the policy money should be paid to his wife if then living, otherwise to his legal personal representatives, did not create a trust in her favour. Fry and Lopes, L.L.J., took the same view, the former remarking that, independently of the statute, she was a stranger to the contract, that it might have been put an end to by the contracting parties with her consent, and that the breach of it would have given her no cause of action against anyone (*b*).

The essential result, therefore, of the statute in question and those which are cast in a similar mould, seems to be merely that words which, without it, would neither create an irrevocable trust

(*a*) 2 Ch. D (1876) 266.

(*b*) *Cleaver* v. *Mutual etc., Assoc'n.* [1892] 1 Q.B. 14, followed as to this point in *Gunter* v. *Williams* (1897) 1 N.B. Eq. 401, where an assignment of a policy made prior to the Act of 1895 (58 Vict., c. 25), without the wife's consent was upheld. Compare also *Fisher* v. *Fisher*, 25 Ont. App. 108, discussed infra, where the conclusion of the majority in favour of the beneficiary, under a policy resembling that in the Cleaver case, was arrived at only by construing the application, which contained the statutory terms, "for the benefit of, etc.," in connection with the certificate. (See especially the concluding paragraph of the opinion of Maclennan, J.A.).