such an insurance at the expense of his creditors and resume possession of the policy to do as he pleases with it at his own sweet will, which he could do if he could make a declaration by a revocable instrument such as a will. The Court of Appeal consisted at the time of only three members (Hagarty, C.J., Maclennan and Osler, JJ., as Burton, J.A., was absent), but the reasoning of Osler, J.A., who was in the minority, seems very convincing, and in strict accord with what has been deemed by the profession as the true intention of the statute. That intention the learned judge says was that the policy once declared should be no longer available to the assured for his own purposes. He must determine what he will do in respect of it. He may take advantage of the Act and devote it to the use of his wife and children, in which case it is no longer subject to his control or that of his creditors, and it will not form part of his estate when the policy becomes a claim, or he may, as provided by the statute, vary the declaration so as to restrict or extend, transfer or limit, the benefits of the policy to the wife alone, or the children, or to one or more of them, although the policy may have been previously expressed or declared otherwise.

The Act seems to provide that where a declaration has been made the variation only can be among parties who may be beneficiaries under the statute. Osler, J.A., commenting upon the special power which the Act confers to vary and limit the apportionment originally made, adds that it seems to show that such declaration is something which should take place in the declarant's lifetime; and it is also most significant that the Act is silent as to making a declaration by will, as it would certainly be a most natural provision to have been made in the section had it been intended that the assured should be able to retain the policy within his own control during his life, and then by his will withdraw it from the control of his creditors. I certainly think that among the profession who live in an atmosphere of insurance law it is generally conceded that the decision of Mr. Justice Osler is more in accordance with the original intention of the statute.

Section 6 as amended seems rather to favour this view, as it appears to limit the appointment by will to a variation or alteration of the apportionment originally made, showing, as it seems to me, very clearly that the settlement, so to speak,