

one child, Charles H. Keefer, survived the insured; the two infant children of his youngest daughter survived him; and the two adult children of his son Ralph also. The insurance company paid to Charles H. Keefer one-third of the insurance-moneys; and paid two-thirds into Court.

Charles H. Keefer applied for payment out to him of the two-thirds also.

H. M. Mowat, K.C., for the applicant.

J. R. Meredith, K.C., for the Official Guardian, representing the infants.

The adult grandchildren were notified, but did not appear.

MIDDLETON, J., pointed out that, by sec. 170, the Insurance Act, R.S.O. 1914 ch. 183, applies to all contracts of insurance of the person and declarations whether made before or after the passing of the Act. Section 171 should be read as making provision for the case of beneficiaries other than preferred, and sec. 178 as dealing with the rights of preferred beneficiaries. Only by thus reading these sections can the Act be understood.

Section 171(9) provides that where there are more beneficiaries than one, and some beneficiaries predecease the insured, the surviving beneficiaries take; but, under sec. 178 (7), in the events that here happened, the grandchildren take.

Comment on the singular situation arising from the fact that the provision of sec. 178(7) by which the children of a preferred beneficiary predeceasing the insured take their parent's share was introduced only in 1912; so that, if the insured had died in 1912, the grandchildren would have taken nothing.

There is no good reason for not giving the statute its full effect; it is retrospective legislation of the most radical and drastic type.

Re Stewart Estate (1912), 4 O.W.N. 293, referred to.

Order made for payment out of the money in Court to the grandchildren; the shares of the adults forthwith, and of the infants as they attain majority.

Costs of all parties of the motion to be paid out of the fund.