

MIDDLETON, J., in a written judgment, said that the insurance was for \$1,000 under a certificate issued on the 20th September, 1909. The insurance was, by the certificate, made payable to Eva Cayley (applicant), the wife of the insured. Cayley died on the 8th February, 1916, having made a will by which he directed that \$500, part of the insurance money, should be paid to his sister, Emma Emilio. This \$500 was paid into Court; the remaining \$500 was paid to the widow.

The society ("The Maccabees") was incorporated in the State of Michigan in 1885, and had a head office in Detroit, Michigan.

The deceased Cayley was a British subject, born in Canada, but living in Chicago, Illinois, at the time of his marriage and at the time of the issue of the certificate. In September, 1914, he came to Toronto, Ontario, leaving his wife in Chicago, and took up his residence with his sister in Toronto, and remained with her till his death. The will was made in Toronto.

The laws of Ontario could not affect the contract or its construction.

The laws of the society were really the foundation of the contract and governed the rights of the parties. By art. 341: "Any transfer of a life benefit certificate or any interest therein by assignment, will, or in any manner except as hereinafter provided, shall be void;" and art. 339 enumerates the persons who may be beneficiaries, the class including both wife and sister, and provides that, within the restricted class, "each member shall have the right to designate the beneficiary and from time to time have the same changed in accordance with the laws, rules, and regulations of the association, and no beneficiary shall have or obtain any vested interest in the said benefit until the same has become due and payable upon the death of the member."

The only way, under the rules, by which a member is permitted to change his beneficiary is by surrender of the certificate and a written request for the issue of a new certificate in favour of the new beneficiary. That was not done here, and the wife remains the sole beneficiary under the contract, and as such entitled to the money.

The claim of the sister to some personal right against the wife was not made out; and, even if made out, it was not a claim to any specific lien on the sum in Court.

The money must be paid to the wife, but it was not a case for costs against the sister.