

**LEGAL DECISIONS.**

(b) The plaintiff signed an application to the defendant company for an insurance on his life and paid the first year's premium. In the premium receipt the following words were printed: "The insurance will be in force from the date of approval of the application by the medical director," and the application contained statements of the payment of the premium and that a receipt had been furnished "to make the insurance.....binding from the date of approval by the company's medical director," and that the contract should not take effect until accepted by the head office. Before the approval of the application by the medical director the plaintiff withdrew the application:—

*Held*, that what took place was a mere offer of a risk on the plaintiff's life, and that he was entitled to withdraw it and to recover the premium paid.

Judgment of the County Court of Wentworth affirmed.

(March 31, 1905—Divisional Court, Henderson v. State Life Insurance Company, 9 Ontario Law Reports, p. 540.

(c) By its beneficiary certificate, bearing date September 12, 1901, a benevolent society agreed to pay \$2,000 to the beneficiary or beneficiaries designated on the certificate, power of revocation and substitution being reserved to the member. By an endorsement made in the same month, the member directed that payment should be made to three named persons, "executors in trust for legal heirs" reserving power of revocation and substitution. Two years later the member, by instrument in writing identifying the certificate, directed that the moneys payable under it should be paid to his daughter-in-law, and by his will, made about the same time, he also assumed to dispose of the moneys in her favour. The member died in May, 1904, leaving him surviving a grandson, the daughter-in-law, and several brothers and sisters:—

*Held*, that a designation of "legal heirs" as beneficiaries, although these legal heirs may in fact be members of the preferred class of beneficiaries, does not come within sub-section 1 of section 159 of the Insurance Act; that the declaration was re-

vocable, and had been revoked; and that the grandson who claimed as "legal heir," was not entitled to the fund.

(March 31, 1905—Sir Wm. Meredith, in *re* Farley, 9 Ontario Law Reports, p. 517.)

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