

"If the policy was effected and premiums paid by the insured with intent to defraud his creditors, the creditors shall be entitled to receive out of the sums secured an amount equal to the premiums so paid," the clause still being applicable only to insurances for the benefit of wives and children. In this form it was carried into the revision of 1887 as c. 136, s. 22, and finally in the consolidation of 1897, 60 V., c. 36, and the revision of that year, it became s. 151, s.s. 2, and was made applicable to policies of insurance generally.

Similar legislation has been passed in the following provinces of Canada: Alberta and Saskatchewan by Consolidated ordinances North West Territories, c. 49, s. 22, (*infra*, App. "J."); British Columbia, R. S. B. C., c. 104, s. 26, (*infra*, App. "K."); New Brunswick, 5 E. VII., c. 4, s. 10(2), (*infra*, App. "M."); Nova Scotia, 3 E. VII., c. 15, s. 10(2), (*infra*, App. "L."); Quebec, R. S. Q., (1909), art. 7407, (*infra*, App. "F").

WAIVER AND ESTOPPEL.

The conduct of the insurer may excuse the insured from strictly complying with the provisions of the policy with respect to the payment of premiums or assessments. (43)

The plaintiff's husband was the holder of two certificates of the defendants, a provident institution, whereby on his paying \$1.50 and \$2.50 respectively semi-annually on May 15th and November 15th, together with assessments, and conforming to the conditions thereof, the defendants promised to pay the plaintiff a certain amount on his death. One of the conditions was that thirty days' default in payment would suspend him from membership and void the certificates, and that he should then be reinstated on furnishing satisfactory proof of good health within ninety days from such suspension, and paying arrears, and in the meanwhile the certificates should be void, and of no effect.

(43) The principles of Waiver and Estoppel are fully discussed in the writer's work on Fire Insurance, p. 125.