

The certificate was made payable to the beneficiary or beneficiaries designated on the certificate, "the said member reserving the power of revocation and substitution of other beneficiaries in accordance with the provisions of the constitution and laws of the Order."

The assured left but one lineal descendant, the claimant John Arthur Farley, who was his grandson; several brothers and sisters of the deceased also survived him, as did the claimant Mary Lawson Farley, who was the widow of his deceased son William W. Farley.

By an indorsement on the certificate, made in September, 1901, the assured declared that the "mortuary benefit" should be paid to "Harold E. Peagam, R. S. Dinnick, and William W. Farley, executors in trust for legal heirs," reserving to himself "power of revocation and substitution of other beneficiaries in accordance with the provisions of the constitution and laws of the Order."

The assured subsequently executed an instrument, dated November, 1903, by which he declared that the moneys should be paid to his daughter-in-law Mary Lawson Farley for her own use and benefit.

The assured made his last will and testament, bearing date 5th October, 1903, whereof he appointed his daughter-in-law Mary Lawson Farley executrix, and by it he assumed to dispose of the moneys payable under the certificate, or the greater part of it, for her benefit.

H. E. Rose, for applicants.

W. R. Riddell, K.C., for John Arthur Farley.

A. Hoskin, K.C., for Mary Lawson Farley.

MEREDITH, C.J.:— . . . John Arthur Farley claims the whole fund, his contention being that the declaration indosed upon the certificate had the effect of making him, in the events that have happened, the sole beneficiary under it, and that being, as it is said he is, of the "preferred class," and of one of the classes of persons mentioned in sub-sec. 1 of sec. 159 of the Ontario Insurance Act, R. S. O. 1897 ch. 203, the declaration in his favour was an irrevocable one, and the subsequent declarations which the assured assumed to make were of no effect.

But for the decided cases to the contrary, I should have thought that there is nothing in sub-sec. 1 of sec. 159 to prevent the assured from reserving to himself the right to revoke a declaration which he makes in favour of a bene-