BENEFICIARIES OF LIFE INSURANCE POLICIES*

This is a general Committee and presumably it is interested only in broad statements. Details will be considered by sub-committees. Personally, I want to deal in broad statements because I feel it would be a very bold man who, before this audience, would attempt to analyze any recent Quebec insurance case. He would probably find counsel for both sides present and ready to tear his superficial analysis to pieces.

The development of life insurance that I am submitting for your consideration is the development of the need for clarification of the nature of the beneficiary's interest. It is necessary for my purpose to go outside the Province and work back to Quebec. If justification is required for this procedure, I need only refer to Mr. Laverty's work on insurance where he demonstrates the influence of American insurance thinking on our insurance thinking and the influence of our thinking and American thinking on that of the other Canadian Provinces.

This North American continent is the continent where life insurance has reached its highest form, where the insuring public knows what it wants from its life insurance and where the companies, with fine careless disregard of concepts of law, have set out to see that the public gets what it wants. As a consequence, the law has often followed insurance practice, not the practice the law. As another consequence, the legal profession is in a quandry if asked to express in a few words the nature of a beneficiary's interest in a life insurance policy.

American law, not English law, influenced our insurance thought and practices. American beneficiary law and English beneficiary law presumably both arise from the same source, the common law of England. They have, however, taken completely divergent paths. The English principle, stated very roughly, is that, unless a trust is created by statute or by the facts, the beneficiary in a life insurance policy has no interest in the policy, has no right to enforce the contract and, if he receives the money, receives it as a mere volunteer and holds it in trust for the estate of the insured. The common law, of course, does not recognize the principle of Article 1029 C.C. The American courts came to a conclusion directly opposite to

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the English one. They accepted the proposition of one author, Bliss. Bliss's proposition was:

> That the policy and the money to become due under it belong the moment it is issued to the person or persons named in it as beneficiary or beneficiaries and that there is no power in the person procuring the insurance by any act of his by deed or by will to transfer to any other person the interest of the person named. An irrevocable trust is created.

An irrevocable trust, however, was just what the insuring public did not want. The American companies, therefore, in their policies soon reserved to the assured the right to change the beneficiary, to withdraw the surrender value and, indeed, the right to exercise all rights under the policy. The American courts upheld the retention of these rights by the assured. Bliss's irrevocable trust thereby became revocable.

What, then, is the nature of the right of the beneficiary? The writer of the latest American work on insurance, Appleman, says:—

> Some courts have been reluctant to state definitely that the interest of the beneficiary is a mere expectancy where the insured has the power to change the designation and they state that the interest in that case is vested subject to defeasance by the act of the insured. This is a mere nicety of language comparable with using the right fork or spoon at the table.

The author qualifies the last sentence somewhat in a footnote and certainly, to our way of thinking, it is much more than a mere nicety of language. The question whether the beneficiary has a mere expectancy or whether he has a vested interest subject to defeasance is one that strikes at the fundamentals of the nature of the beneficiary's interest.

The Restatement of the Law, which, as you know, is a non-legislative attempt to codify the principles and rules of the common law of the United States, in dealing with the nature of the beneficiary's interest, enunciates something that is a far cry from the common law of England. This is a contractual relationship that creates a donee-beneficiary. The definition reads as follows:

> Where performance of a promise in a contract will benefit a person other than the promisee that person is a donee-beneficiary if it appears from the terms of the promise in view of the accompanying circumstances that the purpose of the promisee in obtaining the promise of all or part of the performance thereof is to make a gift to the beneficiary or to

> confer upon him a right against the promissor to some performance neither due nor supposed or asserted to be due from the promisee to the beneficiary.
>
> A gift promise in a contract creates a debt of the promissor to the donee-beneficiary to perform the promise; and the debt can be enforced by the donee-beneficiary for his own benefit.

Without attempting to analyze the use of the words "gift" and "donee" and appreciating that assent is not a feature of the enunciation, it does seem that there is something in the proposition that is strangely suggestive of Article 1029 C.C. However, the contractor must have the right to change the beneficiary. Therefore, the Restatement continues:—

> There can be no donee-beneficiary. . . . unless a contract has been formed between a promisee and promissor; and if a contract is conditional, voidable or unenforceable. . . . the right of a donee-beneficiary. . . . under the contract is subject to the same limitations.

Therefore, the beneficiary's right under a life insurance policy is subject to termination by the assured exercising the rights retained to him by the policy terms. It is all a long step from Bliss's irrevocable trust and possibly even a longer step from the principles of the common law of England.

One consequence that follows from the developments outlined above is not in accord with the desires of the insuring public. If the assured has the right to revoke the benefit, either by changing the beneficiary or withdrawing the surrender value of the policy, then his creditors could exercise his rights. The American courts, as a rule, have not held that the right to revoke the benefit is a right exclusively attached to the person. It was, however, the wish of the people that certain dependent beneficiaries should be protected from the claims of creditors of the assured. We, therefore, find State after State, without enunciation of any principle, legislating that insurance moneys or insurance moneys up to a certain amount, payable to a wife or child or children, are exempt from the claims of creditors even although the right to revoke the benefit has been reserved. One State at least has gone to what would appear to be the extreme by enacting that an insurance policy payable to the estate of the assured is not, in fact, payable to the estate of the assured and the company does not get a good discharge if it pays the estate of the assured, if the assured left a widow or children. The widow and children must get the insurance moneys free from the claims of creditors.

The whole trend shows what the people are demanding from their life insurance policies. It shows also how they are getting what they are demanding from their life insurance policies. The difficulty is to enunciate the principles of law under which they are getting what they are demanding.

Let us now turn to the Uniform Insurance Act in force in the common law Provinces of Canada. The life insurance part of the Uniform Act is a memorable piece of legislation because it is an enunciation of what a life insurance contract should perform that is satisfactory to all the people of Canada. For reasons which I shall outline later, I say "all the people of Canada" advisedly even although Quebec is not under the Uniform Act. Therefore, taking the Uniform Act as a model in this regard, exactly what does it show that the people want and are they reasonable in their demands?

Primarily, the people want a class of beneficiary whose claim will be superior to and exempt from claims of creditors. How, then, does the Uniform Act answer this need of the people? Based as it is on the common law of England, the only answer is to create a statutory trust. This trust is created by the nomination of one of the preferred class of beneficiaries —ascendants, descendants and consorts. The trust comes into effect immediately that any beneficiary of this class has been nominated and the rights of the assured are immediately limited to those rights retained to him by the statute, the main right being the right to change beneficiaries within the preferred class but within the preferred class only.

The trust principle is the logical principle to apply under the common law but it has some unfortunate consequences. As the trust comes into effect on the nomination of a preferred beneficiary, not on its signification to the assurer, the assured can keep the nomination secret and deal with the policy as if all rights were still vested in him. He can, therefore, purport to assign the policy to a creditor but, in fact, he is assigning but the very limited rights left to him by the statutory trust. The creditor's rights will be defeated by the claim of the beneficiary in the prior secret declaration.

The declaration can be made by will and the trust takes effect as from the date of execution of the will, not the date of death. This provision exposed to legal fraud all creditors who accepted insurance policies as security. Recognizing the weakness in this situation, assignees and beneficiaries for value were protected against declarations in prior dated wills by an amend-

ment in 1936 providing that a declaration in a will should not affect the rights or interests of any beneficiary for value or assignee for value unless a copy of the declaration in the will had been filed with the insurer prior to the time when the beneficiary for value or assignee for value acquired his interest in the policy. One rather ridiculous consequence follows from this in that, if the declaration is in the form of a will, then, if it is a valid will, a subsequent assignee is protected, provided the will has not been filed with the company, whereas, if the declaration purports to be a will but is declared to be invalid as a will, the nomination in the document may still create a valid trust under the Act and the assignee is not protected. No protection is apparently given an assignee for value or beneficiary for value as against a secret declaration in favour of a preferred beneficiary which has been completed by the assured prior to the time that he assigned the policy.

Amendment of the Uniform Act is proposed to cover this situation. Speaking with some personal knowledge, having worked on it, I may say that the difficulty is to find any principle that will justify the amendment. If the trust is created by the nomination, how do you validate certain specific dealings which the assured performs with his policy after the trust has been created and the assured has thereby parted with his rights? About the only solution suggested so far is to make a straight statement of fact. The trust will exist with regard to the general creditors and with regard to all other subsequently named beneficiaries but the trust will be ineffectual with regard to one specific type of person, the person who has received a written assignment for value prior to the notification to the insurer of the creation of the trust. It follows that an assured can aways obtain protection from creditors by creating a secret trust and then dispossess the beneficiaries by selling the policy to a third party before disclosure of the trust. What has happened to your statutory trust?

Consider, also, the position of the ordinary beneficiary under the Unifom Act. The ordinary beneficiary is the beneficiary not in the preferred class mentioned above. The Act speaks throughout of ordinary beneficiaries. It gives the assured the right to change ordinary beneficiaries at will. It makes no mention, however, of the nature of the right of the ordinary beneficiary but apparently proceeds on the assumption that his rights are established by the common law. The insurance companies have always paid an ordinary beneficiary and the bene-

ficiary has retained the money for his own use. He has never considered himself a volunteer who receives the money only in trust for the estate of the assured.

We now have the case of *Deckert* v. *Prudential Insurance Co.*, [1943] 3 D.L.R. 751. The ordinary beneficiary took action to enforce a life insurance contract where the company was denying liability. The trial Judge held that, inasmuch as no statutory trust was created under the Uniform Act for ordinary beneficiaries, the status of an ordinary beneficiary must be determined under the general law of the Province of Ontario, that being the law of England. There is no doubt as to the law of England on the point in question.

> In the law of England certain principles are fundamental. One is that only a person who is a party to a contract can sue on it. Our law knows nothing of a jus quaesitum tertio arising by way of contract. Such a right may be conferred by way of property, as ,for example, under a trust, but it cannot be conferred on a stranger to a contract as a right to enforce the contract in personam: *Dunlop Pneumatic Tyre Co.* v. *Selfridge & Co.*, [1915] A.C. 847 at p. 853, per Viscount Haldane L.C.

The Judge then held that the plaintiff beneficiary had no right of action on the policies in her personal capacity.

For a review of this case, I would refer you to the *Fortnightly Law Journal* of January 15, 1944. I shall just quote from the last paragraph of the article in question:—

> This article. . . . largely serves to demonstrate the complete confusion of the law and differences of opinion of the courts upon the subject. Two points seem tolerably clear, however, first the preponderance of opinion is against the ordinary beneficiary having any actionable rights to the proceeds and secondly that he is not a cestui que trust of the proceeds. A further logical conclusion seems to be that, if the beneficiary has any rights at all to the proceeds, the creditors of the assured have no claim against him or the proceeds, unless the transfer to the beneficiary by whatever means it takes place is impeachable as a fraudulent transfer. All else is fog and unless and until the legislature clears the fog it would seem that the confused state of the court decisions promise little hope of relief from that direction.

I would just ask one question to illustrate the present confusion. How is the lawyer in a common law Province today going to advise an estate with regard to the attitude it should take to insurance moneys which have been paid under a life insurance policy to an ordinary beneficiary? Complicate this by making it a non-contributory group life policy and then try to find the answer.

Here, therefore, is another question that is awaiting amendment of the life insurance part of the Uniform Act but here again, and I speak from personal experience, the difficulty is to find a suitable principle under the common law. Should a trust be created for the ordinary beneficiary when the general feeling is that the ordinary beneficiary should have no preference over creditors? Should the ordinary beneficiary be in the position of a particular legatee and, if so, how is this to be done? Should an insurance policy be considered a valid testamentary disposition although the form does not comply with the Wills Act?

MacGillivray makes the statement that, by Scottish law, a direction in a policy may operate with testamentary effect and so create a revocable destination which, in the absence of revocation, is effective to give a good title to the payee. Appreciating that the Scottish law is civil law, is there a principle here that merits exploration, with the possibility that it might be grafted onto the common law in so far as life insurance policies are concerned? If we are turning to the civil law for a principle, should the common law recognize, for the purpose of a life insurance contract, the enforceability, by a third party, of a stipulation in his favour?

The answer has to be found because the people demand an answer. It is difficult to see how the answer is to be found without a departure from the common law of England.

While I am an ardent believer in uniformity of legislation, when, as on this continent, there is uniformity of need and desire, you will appreciate from the above why I am not an advocate of the application of the life insurance part of the Uniform Insurance Act to the Province of Quebec. If the Act cannot make clear the nature of the interest of beneficiaries, which is the essential element with which the insuring public is concerned, it is not an Act to be lightly advocated in a civil law Province where principle is paramount.

What, then, is the situation in this civil law Province? There is no need for me to recite the sources of our life insurance law but what is the nature of the beneficiary's interest? Dealing first with the Husbands' and Parents' Life Insurance Act, we turn to the most recent case that directly involves this problem, *Larocque* v. *Equitable Life Assurance Society of the United States*, 1941. We find the Court of King's Bench in Appeal, in a judgment that was uniform in result but based on differing grounds, saying that: "All that respondent had as beneficiary was a conditional and contingent right" and: ". . . and her purely

aleatory and eventual rights are suspended to take effect only at the death of the husband; she cannot, before this eventuality, lay her hands on the proceeds of this policy".

We then have the Supreme Court of Canada, in a unanimous judgment, reversing the unanimous judgment of the Quebec Appeal Court, saying that: "The right of the respondent to a cash advance was a benefit and advantage conferred upon her at the date of her acceptance of the appropriation of the policy to her, subject, of course to the terms and conditions of the policy under which such an advance would be made", and saying that: "The Society, when making the cash advance, was merely carrying out the contract which it had made long before with the insured and with the beneficiary. It was bound to carry it out. It could have been compelled to carry it out at the suit of the beneficiary." . . . . "It was exactly in the position of an ordinary debtor of the wife who would be paying his indebtedness" . . . . "The Society here was only paying its debt to the respondent beneficiary".

Is not the Supreme Court, in effect, saying that the beneficiary has an immediate vested right subject to a limited conditional right of revocation? Have we not, by different routes, reached the same point reached in the United States—doubt as to whether the beneficiary's right is an aleatory, contingent right, a mere expectancy, or whether it is an immediate vested right subject to defeasance? The question has not yet been submitted to the Privy Council. I am satisfied that we could find differing opinions right in this room.

The people of Quebec have shown what they want. They want a class of beneficiaries whose rights will be preferred against creditors. They feel that, while obtaining this preference, the assured should have power to allocate the benefits from time to time among the class of his dependants as their needs and circumstances change.

I have no hesitation in saying that the wants of the people of Quebec with regard to this question are identical with those of the people of the common law Provinces. They want the class to include the ascendants. What has always struck me as most peculiar is that, in Quebec, where the sanctity of the family plays such a part in our philosophy of life, we did not, when creating the preferred class, include the parents, whereas, in the materialistic common law Provinces, the parents are included in the preferred class. You will never see a better example of a sense of frustration than when you have to tell a young man who has named his mother beneficiary under his life insurance

policy that he cannot change the beneficiary, on marriage, to his wife. For what equitable reason is the ordinary beneficiary, in fact, preferred over the wife and children, inasmuch as, when there has been assent, there is no right of revocation of the benefit conferred upon the ordinary beneficiary, while the assured at all times retains a limited right of revocation when he names a so called preferred beneficiary.

That a stipulation in favour of an ordinary beneficiary should, by mere act of the ordinary beneficiary, become an irrevocable stipulation, is something that our people do not comprehend and do not want. It is the same problem that arose in the United States under Bliss's irrevocable trust and the same cure is being applied. The companies, in an attempt to give the public what it wants, in many cases insert a right to change the beneficiary clause in the policy although all companies recognize that the reservation of this right is ineffectual with regard to insurance effected under the Husband's and Parents' Life Insurance Act.

It is not my intention to open up any argument as to whether or not the retention by the policy terms of the right to change the beneficiary is or is not effective with regard to so called ordinary beneficiaries. I know that there is some difference of opinion on this point. The fact remains that many companies do use the clause, and relying largely on *Meunier* v. *Metropolitan Life Insurance Company*, [1923] 3 D.L.R. 146, these companies acknowledge changes of beneficiary among the so called ordinary class regardless of whether or not there has been evidence of assent by any one of the beneficiaries. The change of beneficiary clause purports to grant to the assured the right to deal freely with the policy at any time and in any manner that he may see fit, provided the policy is not brought under the provisions of the Husbands' and Parents' Life Insurance Act.

Assuming for the purposes of our argument that the right to change the beneficiary can be validly reserved in the contract, how should the reservation of this right affect the rights of creditors? Should it be a right exclusively attached to the person? Is it equitable that the assured can, by reserving the right to change the beneficiary, retain absolute control during his lifetime of the policy and the policy moneys and yet place his assets beyond the reach of his creditors? You must bear in mind that, on this continent, life insurance is not a specific sum set aside for the protection of a specific person. It is, in many cases, a man's main estate. Is it right that, when the right to change the beneficiary is reserved, by making what is, for all practical purposes,

but a testamentary disposition in favour of a collateral or a stranger, a man can remove practically his entire savings from being the common pledge of his creditors? Bearing in mind that, for every debtor among the public there is a creditor, it is my opinion that the public believes that such a course of action is not equitable or moral, though it may be legal. To gain such protection, a a man should be prepared to part with some measure of control such as by naming one of the so called preferred class as beneficiary.

You can, of course, all bring up many other doubtful questions under our present life insurance law. In view of section 2 of the Husbands' and Parents' Life Insurance Act, which says that nothing contained in the Act shall be considered to restrict or interfere with any right otherwise allowed by law to any person to effect a policy for the benefit of children, can a son assent to the stipulation in his favour under an ordinary policy and claim under this section that the father can no longer exercise the limited rights of revocation given him by the Husbands' and Parents' Life Insurance Act? Conversely, if such a policy contains a change of beneficiary clause, can the assured subsequently change the beneficiary from his son to a friend on the argument that the insurance was not effected under the Husbands' and Parents' Life Insurance Act? Should every insurance policy, effected or appropriated under the Act, contain or be accompanied by a statement from the assured that it is so effected or appropriated?

In each of the jurisdictions I have touched on but a few of the obvious questions illustrating the uncertainty that exists as to the most vital element in life insurance, the nature of the beneficiary's interest. The public knows what it wants. It wants:

(1) A class of beneficiaries who will be preferred over creditors. The public thinks it only proper that, to obtain this preference, the assured should give up certain rights in the contract.

(2) A class of ordinary beneficiaries to whom payment can be made in their own right at the time of death and whose interest will vest only at the time of death of the assured, with complete freedom in the assured to deal with the contract during his lifetime but with no preference over creditors, at least during the lifetime of the assured.

(3) The rights of their beneficiaries to be stated clearly and without ambiguity.

Surely these are simple and not unreasonable wants. Speaking of our profession as drafters of legislation and not as guardians of tradition, I feel that we have not done a job of which we can be proud. It is not that our legislators have not tried to give the public what it wants or that they are being unduly hampered by principles of law. United States legislation, the Uniform Act and our own legislation all evidence this.

I need not point out that the Husbands' and Parents' Life Insurance Act is ostensibly an exception to Article 1265 C.C. Also, the preamble to the Act amending the Husbands' and Parents' Life Insurance Act in 1942 with regard to the rights of the parties to obtain advances under the policy or to surrender the policy states that the amendment shall have effect notwithstanding articles 1265 and 1301 C.C. There may be grounds to argue that it was unnecessary to imply that the provisions in either case were an abrogation of the principles of the Code. I only want to make the point that our legislators have shown that they are prepared to extend the principles of the civil law, if such extension is found necessary to carry out the will of the people with regard to life insurance contracts.

A survey of the continent shows that, in this, the most common form of contract in existence today, we cannot clearly state the rights of the parties thereunder.

Mention must be made of one solution that has been suggested and that has gained some support. The suggestion is that, recognizing the confusion that exists in our life insurance law, we should incorporate into our Code the 1930 Revised Life Insurance Chapter of the Code of France. The argument is that this is a logical Code. It is logical. It puts all beneficiaries in the same class. It gives every beneficiary the right to assent to the stipulation and thereby make the stipulation irrevocable. The suggestion has every appeal on the grounds of logic. It has only one defect — it runs absolutely contrary to the desires of the people.

We are prone to criticize the legislators of the common law Provinces because they will so often legislate for a given set of facts without following any known principle of law. On the other hand, I think it fair to say that only in a civil law jurisdiction could we find support for such a doctrinaire philosophy as that embodied in the above suggestion. Our people have been influenced by the insurance thought of the North American continent. They have been influenced, or call it contaminated if you will, by the insurance practices of this continent. They now

have a clear idea as to what they want. This is obvious to anyone who deals with the people as policyholders, not as client and attorney. Merely because their wants may not fit conveniently or logically into an existing code, we cannot force on the people exactly what they do not want.

We are living in a period of greatly accelerated evolution, if not in a period of revolution. It is well to bear in mind that it is in such periods of history that the bench and bar have often been elevated to high positions, usually by means of a strong rope. When I see serious suggestions put forward that we take away from the people what they have and what they want and substitute a system of law that they have shown they do not want, merely on the support of logic, I cannot help but feel that it may be in such periods of history that our profession gets its true reward.

By all means let us turn to the Code of France for assistance. Let us turn also to the Uniform Act for assistance; let us turn to every code that can throw any light on our problem but let us bear in mind that our primary purpose is to draft the laws that the philosophy of the times demands. In the final analysis, law, after all, is but the expression of the will of the people.

With a great deal of timidity I touch, then, on a couple of objections to any change that were raised at our last meeting. These objections can be summed up in the statement that the Code represents a philosophy of life. One member compared it to the Ten Commandments, another to the Sermon on the Mount. Do not these two last statements actually answer the objections? Speaking with all reverence, was not the Sermon on the Mount a divine amendment of a divine Code, the Mosaic Code, an amendment divinely enunciated at the moment when humanity had been prepared to receive it. I hope no one will think the comparison sacrilegious but today we have humanity, at least on this continent, not only prepared to receive, but demanding, illumination on a matter very close to its heart. The weight of tradition alone does not justify frustration of the demand. I yield to no one in my reverence for a Code that is an expression of principles and not a conglomeration of factual statements but I am bold enough to believe that we can give the people what they demand without violating these principles. Surely all will agree that the mere matter of form in which the principles are at present expressed is not an insurmountable barrier.

Can we draft a life insurance Act to replace the Husbands' and Parents' Life Insurance Act and to replace the life insurance articles of the Code and to replace the life insurance part of the Uniform Act that will accomplish what is required by the people and that will not violate principles of the civil law? Can we enunciate in such an Act the principles of the civil law that we are applying in such a manner that they will be understood as principles by the common law jurisdictions although they may be principles not as yet generally acceptable to the common law?

I am not attempting to point out what actual path we might take. The Appeal Court has said that there is nothing contrary to the general laws, to public order and good morals in the creation, by agreement, of a revocable right, purely and simply. If the right to revoke a stipulation in favour of a third party can be retained by contract without doing violence to the principles of the civil law, is it a violation of these principles to give a statutory right of revocation, absolute in certain events, partial only in other events? Our answer may not lie in treating the life insurance nomination as a special type of stipulation under Article 1029 C.C. Possibly we have to apply other principles of the civil law.

You will note, in suggesting a new life insurance Act, that it is contemplated that difficulties will arise only in connection with the rights of beneficiaries. Actually, all other matters are of minor importance. Insurable interest is today a dead issue in life insurance. The companies protect themselves at the time of the application in order to see that they are not taking a speculative risk. Warranties as to health and age are minor matters. The companies only ask that they be given some reasonable protection against material misrepresentation within the first two years of the policy. Similarly, they only want the protection of Article 2593 for a two year period. There has never been found any need, in Canada at least, for statutory standard clauses in life insurance policies. While some of the States have statutory standard provisions, my thought is that, in life insurance, these act as a brake on progress rather than as protection for the assured.

Now, what is all this fuss about? A comment was made at the last meeting that it was not clear whether we were dealing with the Federal law, the law of the other Provinces or the law of Quebec. I have gone even farther afield by bringing in the law of the United States but I hope to make my purpose clear.

The people of this continent in life insurance matters have common desires, common needs and common practices but the people of the continent as a whole are sitting in great darkness and demanding light. I have been forced to the conclusion that the genius of the common law cannot give them light. The common law Provinces will undoubtedly legislate to fill the needs of the people but legislation on contractual matters that is not based on an ascertainable principle can only lead to further confusion. On the other hand, common law legislatures have shown themselves as not adamantly averse to accepting civil law principles to a limited degree if satisfied that only by the application of these principles the needs of the people can be fulfilled.

It is pretty generally agreed that the life insurance law of Quebec could stand clarification. My thought is that Quebec, with its unique background coupled with its influencing environment, is the only jurisdiction that, in clarifying its law, could give the people of the continent the light for which they cry. If Quebec will take on the task at which all others have failed, of giving the people that which they demand and, by the same piece of legislation, enunciating the principles under which this is being accomplished, then and then only is there a possibility of a life insurance Act that will be uniform throughout Canada and that will be a model for the people of the continent as a whole. The needs of the people must be the primary consideration, however, not logic. If Quebec refuses to put its hand to the plow or if, after having put its hand to the plow, it finds the task beyond its powers, then we must resign ourselves to patchwork legislation with the only consolation that, by virtue of the Uniform Act, the patches throughout the greater part of Canada will be uniform.

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