



ORDINANCES
OF THE
YUKON TERRITORY

PASSED BY THE
YUKON COUNCIL
IN THE YEAR
1956
FIRST AND SECOND SESSIONS

F. H. COLLINS
COMMISSIONER

Printed and Published for the Government of the Yukon Territory under
Authority of Chapter 75 of the Consolidated Ordinances of 1914.

BY
H. J. TAYLOR, Queen's Printer



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ORDINANCES
OF THE
YUKON TERRITORY

**Passed in the second session of the seventeenth Council of
the Yukon Territory begun and holden at the City of
Whitehorse on the twenty-first day of March, 1956, and
prorogued on the eleventh day of April, 1956.**

CHAPTER 1

ORDINANCES OF YUKON TERRITORY
1956 (First Session)

AN ORDINANCE TO REGULATE THE SALE OF
INSURANCE WITHIN THE TERRITORY

(Assented to April 10, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

SHORT TITLE

1. This Ordinance may be cited as the *Insurance Ordinance*. Short title.

INTERPRETATION

2. In this Ordinance, Definitions.
- (a) "accident insurance" means insurance by which the insurer undertakes, otherwise than by and incidentally to some other class of insurance defined by or under this Ordinance, to pay insurance money in the event of accident to the person or persons insured, but does not include insurance by which the insurer undertakes to pay insurance money both in the event of death by accident and in the event of death from any other cause; "Accident insurance".
- (b) "adjuster" means a person who, for compensation, not being a barrister or solicitor acting in the usual course of his profession or a trustee of the property insured or an agent of the owner or person having an insurable interest in the property insured, directly or indirectly solicits the right to negotiate the settlement of a loss under a contract of insurance on behalf of the insured or the insurer, or holds himself out as an adjuster of losses under such contract; "Adjuster".
- (c) "agent" means a person who, for compensation, solicits insurance on behalf of an insurer or transmits, for a person other than himself, an application for or a policy "Agent".

of insurance to or from such insurer or offers or assumes to act in the negotiation of such insurance or its continuance or renewal;

- "Automobile".** (d) "automobile" includes all self-propelled vehicles, their trailers, accessories and equipment, but does not include railway rolling stock, watercraft or aircraft of any kind;
- "Automobile insurance".** (e) "automobile insurance" means insurance against liability for loss or damage to persons or property caused by an automobile or the use or operation thereof, and against loss of or damage to an automobile;
- "Beneficiary".** (f) "beneficiary" means a person designated or appointed as one to whom or for whose benefit insurance money is to be payable;
- "Contract".** (g) "contract" means a contract of insurance and includes a policy, certificate, interim receipt, renewal receipt or writing evidencing the contract, whether sealed or not, and a binding oral agreement;
- "Disability insurance".** (h) "disability insurance" means insurance undertaken by an insurer as part of a life insurance contract whereby the terms of the policy provide for the duration of such insurance for more than one year and for the payment of insurance money or the granting of benefits in the event that the insured becomes disabled as a result of bodily injury or disease;
- "Double indemnity insurance".** (i) "double indemnity insurance" means insurance undertaken by an insurer as part of a life insurance contract whereby the terms of the policy provide for the duration of such insurance for more than one year and for payment only in the event of the death of the insured by accident of an additional amount of insurance money not exceeding the amount payable in the event of death from other causes;
- "Fire insurance".** (j) "fire insurance" means insurance, not being insurance incidental to some other class of insurance defined by or under this Ordinance, against loss of or damage to property through fire, lightning or explosion due to ignition;

- (k) "fraternal society" means any corporation, society, order or voluntary association registered under the laws of Canada and incorporated or formed and carried on for the benefit of its members and their beneficiaries and not for profit, that makes provision by its constitution, by-laws and rules for payment to beneficiaries of benefits on the death or disability of its members; "Fraternal society".
- (l) "head office" means the place where the chief executive officer of an insurer ordinarily transacts his business; "Head office".
- (m) "industrial contract" means a contract of life insurance for an amount not exceeding two thousand dollars, exclusive of any benefit, surplus, profit, dividend or bonus also payable under the contract, and that provides for payment of premiums at fortnightly or shorter intervals or, if the premiums are usually collected at the home of the insured, at monthly intervals; "Industrial contract".
- (n) "insurance" means the undertaking by one person to indemnify another person against loss or liability for loss in respect of a certain risk or peril to which the object of the insurance may be exposed, or to pay a sum of money or other thing of value upon the happening of a certain event; "Insurance".
- (o) "insurance money" means the amount payable by an insurer under a contract, and includes all benefits, surplus, profits, dividends, bonuses and annuities payable under the contract; "Insurance money".
- (p) "insurer" means a company registered under the *Canadian and British Insurance Companies Act* of Canada or the *Foreign Insurance Companies Act* of Canada, and includes any underwriter or syndicate of underwriters that is a member of the association known as Lloyd's of London, England; "Insurer".
- (q) "licence" means a valid and subsisting licence issued under section 5; "Licence".
- (r) "life insurance" means insurance whereby the insurer undertakes to pay insurance money on death, or on the "Life insurance".

happening of any contingency dependent on human life, or whereby the insurer undertakes to pay insurance money subject to the payment of premiums for a term depending on human life, but, except to the extent of double indemnity insurance, does not include insurance payable in the event of death by accident only ;

- "Policy". (s) "policy" means the instrument evidencing a contract ;
- "Premium". (t) "premium" means the single or periodical payment under a contract for the insurance, and includes dues, assessments and other consideration ;
- "Premium note". (u) "premium note" means an instrument given as consideration for insurance whereby the maker undertakes to pay such sum or sums as may be legally demanded by the insurer, where the aggregate of which sums does not exceed an amount specified in the instrument ;
- "Property". (v) "property" includes profits, earnings and other pecuniary interests, and expenditures for rents, interest, taxes and other outgoings and charges, and in respect of inability to occupy the insured premises, but only to the extent of express provision in the contract ;
- "Property damage insurance". (w) "property damage insurance" means insurance against loss of or damage to property that is not included in or incidental to some other class of insurance defined by or under this Ordinance ;
- "Public liability insurance". (x) "public liability insurance" means insurance against loss or damage to the person or property of others that is not included in or incidental to some other class of insurance defined by or under this Ordinance ; and
- "Sickness insurance". (y) "sickness insurance" means insurance by which the insurer undertakes to pay insurance money in the event of sickness of the person or persons insured, but does not include disability insurance.

PART I

LICENCES FOR AGENTS

3. (1) Subject to subsection (2); no individual shall either on his own account or as a member or representative of a partnership or corporation, act or offer to undertake to act, as an insurance agent unless he is the holder of a licence.

Licence for insurance agent.

(2) A member of a fraternal society, other than a member who receives a salary or commission for the purpose, may without a licence solicit members of the society to insure with the society.

Exception.

(3) A firm, partnership, or corporation may apply for a licence in the name of the firm, partnership or corporation and shall designate one individual who shall act as its representative, and the licence, if granted shall, when issued, be in the name of the firm, partnership, or corporation, and shall designate thereon the name of the individual who is authorized to act as an insurance agent on its behalf.

Licence for firm, etc.

4. (1) An application for a licence shall be made to the Commissioner and shall set forth

Contents of application.

- (a) the full name of the applicant;
- (b) the address of his place of business;
- (c) the classes of insurance that he will sell as agent;
- (d) the name and head office address of each insurer for whom he is to act as agent, and shall state that the applicant has been appointed agent in the Yukon Territory for each such insurer, and
- (e) such other information as the Commissioner may require.

(2) The application referred to in subsection (1) shall be accompanied by

Material to accompany application.

- (a) a notice in writing from each insurer for which the applicant proposes to act as agent, appointing him an agent for it in the Yukon Territory;

- (b) character references for the applicant and such other material as the Commissioner may require; and
- (c) a fee,
 - (i) where the applicant resides in the Yukon Territory, of ten dollars where one class of licence is applied for, and fifteen dollars where two classes of licence are applied for, or
 - (ii) where the applicant does not reside in the Yukon Territory, of twenty-five dollars where one class of licence is applied for, and thirty-five dollars where two classes of licence are applied for.

Issue of licence.

5. (1) The Commissioner may in his discretion issue to any person who has complied with the requirements of this Ordinance a licence in duplicate authorizing such person to carry on business as an insurance agent subject to this Ordinance and to the terms of the licence.

Classes of licence.

(2) Licences issued pursuant to this section shall be of two classes, namely,

- (a) licences for life insurance, life and accident insurance, or life, accident and sickness insurance, and
- (b) licences for any classes of insurance other than life insurance.

Expiration of licence.

6. A licence expires on the 31st day of March following the day upon which it came into effect.

Material to accompany application where licence held.

7. Where on the date of application for a licence the applicant is the holder of an unexpired licence, he may in lieu of complying with paragraphs (c) and (d) of subsection (1) of section 4 and paragraphs (a) and (b) of subsection (2) of that section attach to his application a statement that he continues to represent the same insurers and to act as agent in respect of the same classes of insurance stated in the unexpired licence.

Licensee to notify Commissioner.

8. Where a licensee ceases to act as agent for one of the insurers mentioned in his licence application he shall immediately notify the Commissioner.

9. The Commissioner may refuse to issue a licence and may suspend or cancel a licence at any time. Commissioner may cancel licence, etc.

10. An agent shall

- (a) display one copy of his licence at his place of business;
- (b) carry the other copy upon his person at all times when acting as an agent, and
- (c) produce his licence upon request of any peace officer or person purchasing insurance.

Agent to display and carry licence.

11. The Commissioner shall keep a record of all licences issued pursuant to this Ordinance. Record to be kept.

12. A certificate given by the Commissioner that on a day mentioned in the certificate Certificate of proof.

- (a) a person mentioned therein was or was not licensed under this Ordinance;
- (b) any person was originally issued a licence, or
- (c) the licence of an agent was renewed, suspended, revived, revoked or cancelled

is proof of the fact stated in the certificate.

13. (1) The Commissioner or any person authorized under his hand shall at all reasonable times have access to the books, records and documents of any agent that relate to contracts of insurance. Access to books of licensee.

(2) Where the person in charge, possession, custody or control of the books, records or documents referred to in subsection (1) refuses or neglects to afford access thereto as provided in this section, he is guilty of an offence. Penalty.

14. Any person who Offences.

- (a) acts as or holds himself out as an agent and is not the holder of a licence,

(b) acts as or holds himself out to be the agent of an insurer that is not named in his licence, or

(c) acts as or holds himself out to be an agent in respect of a class of insurance that is not named in his licence, is guilty of an offence.

Burden of proof.

15. In any prosecution under this Ordinance, the burden of proof of his authority to carry on the business of an agent or to act as an agent is upon the person charged.

No commission except to licensee.

16. (1) No insurer, no officer, agent or employee of an insurer and no licensed agent shall, directly or indirectly, pay or allow, or offer or agree to pay or allow, any commission or other compensation or anything of value to any person in respect of the effecting or undertaking of insurance unless that person holds a licence at the time.

Exception.

(2) Subsection (1) does not affect the payment or allowance by an agent or part of his commission to brokers outside the Territory.

No agreements to be made except as stated in policy.

(3) No insurer, and no officer, agent or employee thereof shall, directly or indirectly,

(a) make or attempt to make any agreement respecting the premium to be paid for a policy other than as set forth in the policy with, or

(b) pay, allow or give, or offer or agree to pay, allow or give

(i) any rebate of the whole or part of the premium stipulated by the policy to, or

(ii) any other consideration or thing of value intended to be in the nature of a rebate of premium to,

any person insured or applying for insurance in respect of life, person or property.

Exception.

(4) Nothing in this section

(a) affects any payment by way of dividend, bonus, profit or savings that is provided for by a policy,

- (b) prevents an insurer from compensating a *bona fide* salaried employee of its head or branch office in respect of insurance issued by the insurer upon the life of the employee, or
- (c) requires that such an employee shall be licensed as an agent for life insurance under this Ordinance to effect such insurance.

17. Any person licensed as an agent for life insurance who

Inducement by agent to insured to lapse policy or to change insurers, etc., an offence.

- (a) induces, directly or indirectly, an insured to lapse, forfeit or surrender for cash, paid up or extended insurance or other valuable consideration, his contract of life insurance with one insurer in order to effect a contract of life insurance with another insurer,
- (b) makes any false or misleading statement or representation in the solicitation or negotiation of life insurance, or
- (c) coerces or proposes, directly or indirectly, to coerce a prospective buyer of life insurance through the influence of a business or a professional relationship or otherwise, to give a preference in respect of the placing of life insurance that would not otherwise be given in effecting such insurance,

is guilty of an offence.

18. (1) An agent shall for the purpose of receiving any premium for a contract of insurance be deemed to be the agent of the insurer notwithstanding any conditions or stipulations to the contrary.

Agent receiving premium.

(2) This section does not apply in respect of life insurance.

Exception.

19. (1) An agent who knowingly procures, by fraudulent representations, payment or the obligation for payment of any premium on an insurance policy, is guilty of an offence.

Fraudulent representations.

(2) Any agent of any insurer or other person whatsoever who, by means of misleading or false statements, procures or induces, or attempts to procure or induce any person to surrender or otherwise avoid any policy of insurance, is guilty of an offence.

Inducement to surrender policy an offence.

PART II

INSURANCE CONTRACTS IN THE TERRITORY

Application.

20. Subject to this Ordinance, this Part applies in respect of every contract other than (a) contracts of life insurance to which Part IV applies, and (b) contracts of accident and sickness insurance to which Part VI applies.

Contract deemed to be made in the Territory.

21. (1) Every contract that insures a person domiciled or resident in the Territory at the date thereof or the subject matter of which is property within the Territory shall be deemed to be made in the Territory and construed accordingly.

(2) This section applies notwithstanding any agreement, condition or stipulation to the contrary.

Terms, etc., of contract invalid unless set out in full.

22. (1) Subject to this section, every term and condition of a contract shall be set out in full in the policy or by writing securely attached to it when issued, and unless so set out no term of the contract or condition, stipulation, warranty or proviso, modifying or impairing its effect is valid or admissible in evidence to the prejudice of the insured or any beneficiary.

Subsequent alteration.

(2) Subsection (1) does not apply to an alteration or modification of a contract agreed upon in writing by the insurer and the insured after the issue of the policy.

Where contract being renewed.

(3) Where a contract, whether or not it contains provision for its renewal, is renewed by a renewal receipt, it is a sufficient compliance with subsection (1) if the terms and conditions of the contract were set out in the contract being renewed as required by that subsection and the renewal receipt refers to that contract by its number or date.

Insured's application not part of contract except, etc.

(4) The proposal or application of an insured shall not, as against him, be deemed a part of or be considered with the contract except insofar as the Court may determine that such proposal or application contains a material misrepresentation by which the insurer was induced to enter into the contract.

Contract not avoided by any statement not material.

(5) No contract shall contain, have endorsed thereon or be made subject to any terms, conditions, stipulation, warranty or proviso.

(a) providing that the contract shall be avoided by reason of any statement in the application therefore, or

(b) inducing the entering into the contract by the insurer,

unless the term, condition, stipulation, warranty or proviso is limited to cases in which the statement is material to the contract, and no contract shall be avoided by reason of the inaccuracy of any such statement unless it is material to the contract.

(6) The question of materiality in any contract is a question of fact, and no admission, term, condition, stipulation, warranty or proviso to the contrary contained in the application or proposal for insurance, in the contract or in any agreement or document relating thereto has any force or validity.

Materiality
a question
of fact.

(7) Nothing in this section impairs the effect of any statutory condition required by this Ordinance to be inserted in any contract of insurance, or of any express provision of this Ordinance.

Saving.

23. (1) Where a contract of insurance other than life insurance has been delivered, it is as binding on the insurer as if the premium had been paid, although it has not in fact been paid and although delivered by an officer or agent of the insurer who had not authority to deliver it.

Effect of
delivery of
policy or
receipt for
premium.

(2) This section applies notwithstanding any agreement, condition or stipulation to the contrary.

(3) Where a premium is paid by a cheque or a promissory note and the cheque is not paid on presentation or the promissory note at maturity, the contract shall at the option of the insurer be void.

Where
premium
dishonoured.

(4) An insurer may deduct from money payable under any contract any indebtedness of the insured on the contract for premium due whether evidenced by note or otherwise given either to the insurer or its agent and held either by the insurer or any other party.

Deductions.

Discount. (5) In making the deduction mentioned in subsection (4) the insurer shall allow to the insured the same discount upon any unpaid premium as he would be entitled to if the unpaid premium were paid in cash at the date of the loss.

Application. (6) Subsection (3) applies in respect of a contract of life insurance unless otherwise provided in the contract.

Idem. (7) Subsection (4) applies in respect of contracts of life insurance.

Insurer to furnish forms. 24. (1) Every insurer shall, immediately upon receipt of notice of any claim under a contract, forward to the insured or person to whom the insurance money is payable forms upon which to make the proof of loss required under the contract.

Offence. (2) Every insurer who neglects or refuses to comply with subsection (1) is guilty of an offence.

Compliance deemed. (3) Where an insurer has, within thirty days after notification of loss, adjusted the claim acceptably to the claimant and the adjustment has been duly signed by the claimant or his agent, or where the amount of loss has been determined by arbitration or appraisal pursuant to this Ordinance, the insurer shall be deemed to have complied with this section.

When action may be brought under contract. 25. No action shall be brought for the recovery of money payable under a contract until the expiration of

(a) sixty days after proof, in accordance with the provisions of the contract, of the loss or the happening of the event upon which the insurance money is to become payable, or

(b) such shorter period as may be prescribed by any enactment regulating the contracts of the insurer, or as may be fixed by the contract of insurance or otherwise provided in this Ordinance.

Beneficiary may sue in own name. 26. After the time referred to in section 25 that is applicable in the circumstances, any person who is entitled as beneficiary or by assignment or other derivative title to the insurance money and has the right to receive the same and

to give an effectual discharge therefor, may sue for the same in his own name, any rule, stipulation or condition to the contrary notwithstanding.

27. Where the person entitled to receive money due and payable under any contract is domiciled or resides in a foreign jurisdiction and payment, valid according to the law of that jurisdiction, is made to the person, such payment is valid and effectual for all purposes.

Payment to payee domiciled or resident abroad.

28. (1) Subject to any statutory condition, where the mode of giving any notice by an insurer to an insured for any purpose herein is not expressly provided, the notice may be given by mailing it to the address of the insured given in his application for insurance or by delivering it otherwise in writing to the insured.

Notice to insured.

(2) Subject to any statutory condition, where the mode of giving any written notice to an insurer for any purpose herein is not expressly provided, the notice may be given by letter delivered to an authorized agent of the insurer.

Notice to insurer.

29. Every insurer shall furnish to the insured upon request a true copy of his application or proposal for insurance.

Copy of proposal furnished to insured.

30. No insurer shall make a contract that is inconsistent with the provisions of this Ordinance.

No contract to be inconsistent with Ordinance.

31. Any act or omission of the insurer that results in imperfect compliance with any provisions of this Ordinance does not render a contract invalid as against the insured.

Imperfect compliance.

32. An insurer may contract to indemnify an insured against financial loss occasioned by reason of liability to a third person whether or not the loss has been caused by the insured through negligence or while violating any Ordinance or municipal by-law.

Insurance against loss through negligence, etc.

33. Where a person insured against liability for injury or damage to persons or property of others has failed to satisfy a judgment obtained by a claimant for such injury or damage and an execution against the insured in respect thereof is returned unsatisfied, the execution creditor has a right of action against the insurer to recover an amount not exceed-

Action against insurer where execution against insured unsatisfied.

ing the amount of the judgment and not exceeding, in any event, the face amount of the policy in the same manner and subject to the same equities as the insured would have if the judgment had been satisfied.

Requirements as to fire and automobile insurance on risks within Territory.

34. (1) No insurer shall undertake any contract of fire or automobile insurance upon real or personal property situate in the Territory or described in any contract as situate in the Territory, except after the contract has been signed or countersigned by a licensed agent who is a resident of the Territory and who is to receive the commission or some part thereof when the premium stipulated in the contract is paid.

Issue of contracts at principal office, etc.

(2) Where subsection (1) is complied with, nothing herein shall be construed to prevent any insurer from issuing policies of fire and automobile insurance at its principal or branch office or general agency covering any matter or thing, real or personal, situate in the Territory.

Certified copy to be filed.

(3) Where an insurer issues any policy of fire or automobile insurance upon any matter or thing, real or personal, situate in the Territory, he shall forthwith file a certified copy of the policy with the countersigning agent or with the insured within the Territory.

Application.

(4) This section does not apply in respect of direct insurance covering property in transit that is in the possession and custody of common carriers, or moveable property of such common carriers used or employed by them in their business as common carriers.

Offence.

(5) Any insurer that issues a contract of fire or automobile insurance save as in the manner provided in this section is guilty of an offence.

Burden of proof.

(6) In any prosecution under this Ordinance for any contravention of this section, the burden of proving that this section has been complied with is upon the person charged.

Agent's actions restricted.

35. No agent shall sign any contract in blank.

INSURANCE AS COLLATERAL SECURITY

Insurance as collateral security.

36. (1) A mortgagee shall not accept or be entitled to receive either directly or through his agent or employee, and no officer or employee of a mortgagee shall accept or receive

any commission or other remuneration or benefit in consideration of effecting a contract or renewal thereof under which loss, if any, is payable to him as mortgagee.

(2) No insurer or agent shall pay, allow or give any commission, other remuneration or benefit to a mortgagee or any person in his employ or on his behalf, in consideration of effecting a contract or renewal thereof under which loss, if any, is payable to him as mortgagee.

Payment of commission prohibited.

(3) No person who engages in the business of lending money and has an insurance agency or any interest in or connection with an insurance agency, shall require as a condition of the making of any loan that the borrower shall cancel any subsisting policy of insurance and take out other insurance through the lender or through any agency with which he has any interest or connection.

Prohibition against requirements by lender of cancellation of certain policies.

(4) No trust company shall cancel any subsisting policy of insurance issued by an insurer in respect of any property for which the trust company is a trustee unless there is no necessity for the continuation of the insurance and no other insurance of a similar description is taken out in respect of the property during the original term of the cancelled policy.

Prohibition against cancellation by trust companies of certain policies.

(5) Every

Offences.

(a) person who contravenes subsection (3),

(b) trust company that contravenes subsection (4),

(c) agent who knowingly accepts any proposal for any insurance taken out in contravention of subsection (3) or subsection (4), and

(d) insurer that issues any contract with actual or constructive notice that it has been negotiated in contravention of subsection (3) or subsection (4),

is guilty of an offence, and if any such person is the holder of a licence he is liable in addition to any other penalty to the suspension or cancellation of his licence.

37. (1) Where an insurer cannot obtain sufficient discharge for insurance money for which it admits liability, the insurer may apply to the Court *ex parte* for an order for the

Payment into Court by insurer.

payment thereof into Court, and the Court may order such payment to be made upon such terms as to costs and otherwise as the Court directs, and may provide to what fund or name the money shall be credited.

Receipt on payment in a discharge.

(2) The receipt of the Clerk of the Court is a sufficient discharge to the insurer for the insurance money paid into Court, and the insurance money shall be dealt with according to the orders of the Court.

Filing of copy of policy, etc., with Commissioner.

38. (1) The Commissioner may require an insurer to file with him a copy of any form of policy, any form of application for a policy, or any endorsement, rider or advertising material issued or used by the insurer.

Cases where insurer prohibited from using policy, etc.

(2) Where an insurer issues any policy or uses an application, or endorsement or rider or advertising material that in the opinion of the Commissioner is unfair, fraudulent, unduly restrictive or not in the public interest, he may prohibit the insurer from issuing or using that form of policy, application, endorsement, rider or advertising material.

Offence.

(3) Any insurer that, after being prohibited pursuant to subsection (2), uses any prohibited policy, application, endorsement, rider or advertising material, is guilty of an offence.

PART III

FIRE INSURANCE

INTERPRETATION

Definitions.

39. In this Part,

"Contract".

(a) "contract" means a contract of insurance against loss of or damage to property in the Territory or in transit therefrom or thereto, caused by fire, lightning or explosion, and includes a policy, certificate, interim receipt, renewal receipt or writing evidencing the contract, whether under seal or not, and a binding oral agreement, and

"Property".

(b) "property" includes use and occupancy, rents, profits and charges where these are the subject matter of the insurance.

GENERAL PROVISIONS

40. This Part applies in respect of fire insurance and to any insurer carrying on the business of fire insurance. Application.

41.. Every insurer may insure or reinsure any property in which the insured has an insurable interest against damage or loss by fire, lightning or explosion, whether the same happens by accident or by any other means except that of design on the part of the insured. Powers of insurers.

42. (1) No contract shall be made for a term exceeding three years, but any contract may be renewed from time to time for a further period not exceeding three years by the delivery of a renewal receipt identifying the policy by number, date or otherwise, or by a new premium note. Term of contract.

(2) No insurer shall make a contract covering property situate outside the limits of a municipal district for a term exceeding twelve months without a written application therefor, signed by the applicant, or, in case of the absence of the applicant or his inability to make the application, by his agent or by a person having an insurable interest in the property. Application for fire insurance.

(3) Every application referred to in subsection (2) shall set forth (a) the name, address and occupation of the applicant, (b) the description, location and occupancy of the property to be insured, (c) the value of the property, (d) particulars of any mortgage, lien or other incumbrance thereon, (e) the purpose for which and the location in which any movable property is deposited or used, (f) particulars of all previous fire claims made by the applicant and the name of every company against which the claims were made, (g) whether any insurer has cancelled any fire insurance or refused fire insurance to the applicant, and (h) such other information as the insurer may require. Contents of application.

43. Every policy shall contain (a) the names of the insurer, the insured and every person to whom the insurance money is payable, (b) the premium or other consideration for the insurance, (c) the subject matter of the insurance, (d) the indemnity for which the insurer may become liable, (e) the event on the happening of which the liability is to accrue, and (f) the term of the insurance. Contents of policy.

Statutory conditions to be part of contract.

44. (1) Subject to this section and sections 45, 46 and 51, the statutory conditions set forth in Part I of the Schedule shall be deemed to be part of every contract and shall be printed on every policy with the heading "Statutory Conditions", and no variation or omission of any statutory condition is binding on the insured, nor is anything contained in the description of the subject matter of the insurance effective in so far as it is inconsistent with, varies, modifies or avoids any such condition.

Exception.

(2) Where the subject matter of the insurance is exclusively rents, charges, or loss of profits, the conditions referred to in this section are not required to be part of any such contract or to be printed therein.

Co-insurance clause.

45. (1) A policy may contain a co-insurance clause in which case it shall have printed or stamped upon its face in conspicuous type and in red ink the words: "This policy contains a co-insurance clause", and unless such words so appear the clause is not binding upon the insured.

(2) A co-insurance clause shall not be deemed to be a variation of or addition to any statutory condition referred to in section 44.

Limitation of liability clause.

46. (1) A policy may contain one or more limitation of liability clauses to the following effect, namely,

- (a) that the insurer shall be liable only for a specified proportion of any loss sustained to any of the property covered by the policy,
- (b) that the insurer shall not be liable for more than a specified percentage of the value of any of the said property at the time of the loss,
- (c) where there is any other insurance covering any of the property,
 - (i) that the insurer shall be liable for a rateable proportion of a specified percentage or proportion of any loss to any of the property, or
 - (ii) that the insurer shall not be liable for more than a rateable proportion of a specified percentage of the value of any of the property at the time of the loss, or

(d) that the insurer shall be liable only for a specified percentage of any loss, or, where there is other insurance covering any of the property, for a specified percentage of its rateable proportion of any loss, but upon the fulfilment by the assured of certain specified stipulation or agreements, shall be liable for a further specified percentage of the loss, or where there is other insurance covering any of the property, for a further specified percentage of its rateable percentage of the loss, but no such stipulation or agreement is binding upon the insured unless it is clearly set forth in a written application for the insurance signed by the applicant;

and every policy that contains any such clause shall have printed or stamped on the face of it, in conspicuous type and in red ink, the words: "This policy contains a limitation of liability clause (or clauses)."

(2) No clause mentioned in subsection (i) shall be deemed to be a variation of any statutory condition.

47. (1) Where at the time of the happening of any loss or damage by fire to property insured there is in force more than one policy taken by and in the name of the insured insuring the property against loss or damage caused by the peril of fire, no term of any such policy that excludes the insurer from contributing a rateable proportion of the loss with an insurer under any such other policy is valid unless the insurer under such other policy has expressly assented in writing to such term.

Term excluding insurer from contributing to loss not valid in certain cases.

(2) For the purposes of subsection (1), a policy shall be deemed to be in force notwithstanding any term thereof that the policy will not cover, come into force, attach or become insurance with respect to the property until after full or partial payment of any loss under any other policy.

Policy in force for purposes of subsection (1)

(3) Nothing in subsection (1) affects (a) the validity of any division of the sum insured into separate items, (b) any limits of insurance on specified property, (c) a co-insurance clause, (d) a limitation of liability clause mentioned in section 46, or (e) the provisions of condition 8 of the statutory conditions referred to in section 44, respecting undisclosed insurance.

Validity of division of sum not affected.

First loss insurance.

(4) Notwithstanding subsection (1), insurance on identified articles is a first loss insurance as against all other insurance.

Application.

(5) This section, in respect of the peril of fire, applies to all policies of all classes of insurance except aircraft, automobile, boiler and machinery insurance.

Use of red ink.

48. No red ink shall be used on the face of a policy except for the name, address and emblem of the insurer, the policy number and the purposes mentioned in this Ordinance.

Relief from forfeiture.

49. Where there has been imperfect compliance with a statutory condition as to the proof of loss to be given by the insured and a consequent forfeiture or avoidance of the insurance, in whole or in part, and the Court deems it inequitable that the insurance should be forfeited or avoided on that ground, the Court may relieve against the forfeiture or avoidance on such terms as may seem just.

Proof of loss.

50. A proof of loss form, furnished by an insurer pursuant to section 24 shall, for the purposes of this Part, be in Form A in Part I of the Schedule and in furnishing the form the insurer shall attach thereto a copy of the wording of the policy giving the description and location of the property insured.

Special stipulations.

51. (1) Where the rate of premium is affected or modified by the user, condition, location or maintenance of the insured property, the policy may contain a clause not inconsistent with any statutory condition setting forth any stipulation in respect of such user, condition, location, or maintenance, and such clause (a) shall not be deemed a variation of any statutory condition, and (b) is binding on the insured only in so far as it is held by the Court before which a question relating thereto is tried to be just and reasonable.

Joint survey of loss

(2) The insurer and insured, instead of proceeding by arbitration under condition 17 of the statutory conditions referred to in section 44, may at any time after the loss or damage make a joint survey, examination, estimate or appraisal of the loss or damage, in which case the insurer shall be deemed to have waived all right to make a separate survey, examination, estimate or appraisal thereof.

52. (1) On every contract issued by a fire insurance company at its principal or branch office on application procured and submitted to it by a licensed agent shall be printed, stamped or written the words: "Issued on application submitted by.....authorized resident agent at".

Policy issued on application of agent to principal office.

(2) Subsection (1) does not apply where a contract is countersigned, or is to be countersigned before delivery, by a licensed agent.

Exception.

PART IV

LIFE INSURANCE

INTERPRETATION

53. In this Part,

Definitions.

- (a) "adopted child" means a person who is adopted by another person as his child and, by reason of such adoption, is entitled under the law of the place of adoption to inherit real and personal property from such other person if he dies intestate;
- (b) "adopting parent" means a person who has adopted another person as his child and, by reason of such adoption, is entitled under the law of the place of adoption to inherit real and personal property from such other person if he dies intestate;
- (c) "child" includes an adopted child;
- (d) "contract" means a contract of life insurance and includes any other contract that an insurer may issue under his authority to write life insurance;
- (e) "creditor's group life insurance" means life insurance effected by a creditor on the lives of his debtors whereby the lives of the debtors are insured severally under a single contract;
- (f) "declaration" means an instrument in writing signed by the insured (i) that is attached to or endorsed on a contract, or (ii) that in any way identifies the contract or in any way describes the subject of the declaration as the insurance or insurance fund or a part

"Adopted child".

"Adopting parent".

"Child".

"Contract".

"Creditor's group life insurance".

"Declaration".

- thereof, or as the contract or contracts of the insured, by which the insured designates or appoints one or more beneficiaries, alters or revokes the designation or appointment of any beneficiary, or apportsions or re-apportsions insurance money between or among beneficiaries;
- "Foreign jurisdiction". (g) "foreign jurisdiction" means any jurisdiction beyond the Territory;
- "Grandchild". (h) "grandchild" includes a child of an adopted child;
- "Group life insurance". (i) "group life insurance" means life insurance other than creditor's group life insurance, whereby the lives of a number of persons are insured severally under a single contract between an insurer and an employer or other person;
- "Instrument in writing". (j) "instrument in writing" includes a will;
- "Insurance". (k) "insurance" means life insurance;
- "Insured". (l) subject to subsection (2) of section 59. "insured" means the person who makes a contract with an insurer;
- "Insurer". (m) "insurer" includes any corporation, or any society or association, incorporated or unincorporated, any fraternal society or any person or partnership, or any underwriter or group of underwriters, that undertakes or effects or agrees or offers to undertake or effect, a contract of life insurance;
- "Issue". (n) "issue" includes an adopted child;
- "Parent". (o) "parent" includes an adopting parent; and
- "Person". (p) "person" includes a firm, partnership, corporation and an unincorporated society or association.

APPLICATION OF PART

- Application. 54. (1) Subject to section 55 and notwithstanding any agreement, condition or stipulation to the contrary, this Part applies in respect of every contract made in the Territory after the coming into force of this Ordinance and any term in any such contract that is inconsistent with the provisions of this Part is null and void.

(2) Subject to section 55, this Part applies to every contract made in the Territory before the coming into force of this Ordinance where the maturity of the contract had not occurred before that date.

(3) Subject to Section 55, where this Part applies to any contract, the rights and status of beneficiaries and the powers of the insured with regard to the designation or appointment of beneficiaries and the apportionment of the insurance money are governed by the provisions of this Part, whether or not the insured or any of the beneficiaries is domiciled in the Territory at the time when the contract is made, or at any time subsequent thereto.

Application notwithstanding domicile of beneficiaries.

55. In the case of a contract of group life insurance, whether made before or after the coming into force of this Ordinance,

Law applicable to contract of group life insurance.

- (a) the law of the place where the contract was made applies between the insurer and the insured, and
- (b) the law of the place where the person whose life is insured was resident at the time his life became insured applies in determining the rights and status of beneficiaries and the rights and obligations of the person whose life is insured.

THE CONTRACT OF INSURANCE

56. Every contract shall be evidenced by an instrument in writing called, in this Part, a policy.

Evidence of Contract.

57. (1) A contract shall be deemed to be made in the Territory,

When contract deemed made in Territory.

- (a) where the place of residence of the insured is stated in the application or the policy to be in the Territory, or
- (b) where neither the application nor the policy contains a statement as to the place of residence of the insured, but the actual place of residence of the insured is within the Territory at the time of the making of the contract.

(2) This section does not apply in respect of a contract of group life insurance.

Non-application of section.

Contents of policy other than group life policy.

58. (1) Every policy other than a group life insurance policy shall state,

- (a) the name or sufficient designation of the insured;
- (b) the name or sufficient designation of the person whose life is insured and the beneficiary;
- (c) the insurance money payable;
- (d) the manner of payment;
- (e) the amount of the premium, and
- (f) the facts that determine the maturity of the contract.

Contents of group life policy.

(2) Every group life insurance policy shall state:

- (a) the name or sufficient designation of the insured;
- (b) the method of determining the amount of insurance on each life;
- (c) the persons or classes of persons whose lives are insured, and
- (d) the facts that determine
 - (i) the manner and time of payment of the insurance money, and
 - (ii) the amount of the premium.

Payment of insurance where amount does not exceed two thousand dollars.

(3) Where the amount of insurance money, exclusive of dividends and bonus, does not exceed two thousand dollars, the policy, notwithstanding that it is expressed to be payable to a named or designated beneficiary, may provide that the insurance money may be paid to any relative by blood or connection by marriage of the person whose life is insured or any other person appearing to the insurer to be equitably entitled to the same by reason of having incurred expense for the maintenance, medical attendance or burial of the person whose life is insured or to have a claim against the estate of the person whose life is insured in relation thereto.

Period of grace and terms of re-instatement.

(4) Every policy shall;

- (a) state the period of grace within which the premiums may be paid and the terms and conditions upon which the policy may, if it lapses, be reinstated, and
- (b) indicate the amount, if any, of cash surrender or loan value and any options of the insured as to paid up or extended insurance, respectively, provided by the policy.

(5) Every policy shall indicate whether or not it participates in any surplus or profits declared. Participation in profits.

(6) Where a contract of group life insurance is made, the insurer shall issue, for delivery by the insured to each person whose life is insured under the policy, a certificate that: Issue of certificate identifying policy and person whose life is insured.

- (a) identifies the policy;
- (b) states the name or sufficient designation of the person whose life is insured, his beneficiary, the insurer and the insured;
- (c) states the amount or the method of determining the amount of insurance, and
- (d) indicates any right of the person whose life is insured upon termination of insurance on his life under the policy.

(7) Every policy that includes disability insurance shall state what notice of disability shall be given to the insurer. Notice of disability.

(8) This section does not apply in respect of a contract made by a fraternal society. Application.

59. (1) Subject to subsection (2) in the case of group life insurance, the employer or other person making the contract with the insurer is the insured for the purposes of this Part. Employer the insured.

(2) In the case of group life insurance and for the purposes of the provisions of this Part relating to the designation or appointment of beneficiaries and the rights and status of beneficiaries, the term "insured" means the person whose life is insured. Exception.

Conditions invalid unless set out in policy.

60. (1) Except in the case of a contract made with a fraternal society, no term or condition of a contract that is not set out in full in the policy or in any one or more documents attached to it when issued is valid or admissible in evidence to the prejudice of the insured or a beneficiary.

Exception.

(2) Subsection (1) does not apply to an alteration or modification of the contract agreed upon in writing by the insurer and the insured after the issue of the policy.

Contract of fraternal society.

(3) In the case of a contract made by a fraternal society, the policy, the Ordinance or other instrument of incorporation of the society, its constitution, by-laws and rules, and the amendments validly made thereto, and the application for the contract and medical examination of the applicant as signed by him, constitute the contract between the society and its member.

Disclosure and misrepresentation by insured.

61. (1) The applicant for a contract and the person whose life is to be insured shall each disclose to the insurer in the application for the contract, on the medical examination, if any, or in any statements or answers furnished in lieu of a medical examination every fact within his knowledge that is material to the contract, and failure to disclose or the misrepresentation of any such fact by either person renders the contract voidable at the option of the insurer.

When statements deemed true.

(2) Subject to subsection (3), the statements made by the insured or the person whose life is insured in the application, on the medical examination, if any, or in any statements or answers furnished in lieu of a medical examination, other than fraudulent statements or statements erroneous as to age, shall be deemed to be true and incontestable after the insurance on the person whose life is insured has been in force for two years during his lifetime.

Exception.

(3) Subsection (2) does not apply with respect to disability insurance or double indemnity insurance.

Non-disclosure and misrepresentation by insurer.

62. A failure to disclose or the misrepresentation of a fact material to the contract by the insurer renders the contract voidable at the option of the insured, but in the absence of fraud the contract is not by reason of such failure or misrepresentation voidable after the contract has been in force for two years during the lifetime of the person whose life is insured.

63. The question of materiality is one of fact.

Materiality.

64. (1) Where the age of the person whose life is insured is understated in the application, the insurance money shall be reduced to the amount that would have been payable in respect of the premium stated in the policy at the correct age, according to the tables of rates of premium of the insurer in force at the time of the issue of the policy.

Adjustment where age understated.

(2) Where the tables of rates of premium of the insurer do not extend to or include the rates for the correct age of the person whose life is insured, the insurance money shall be reduced in the proportion that the premium at the age stated in the application bears to the premium at the correct age, both premiums for this purpose being

- (a) the net premium shown in or deduced from the British Officers' Life Table, 1893, OM(5), the rate of interest being three and one-half per cent per annum, or, at the option of the insurer,
- (b) calculated on the same principles as govern the calculation of premiums for ages mentioned in the table of rates of premiums of the insurer in force at the time of the issue of the policy.

(3) Where the age of the person whose life is insured is overstated in the application, and the policy does not provide that in that event the insurance money shall be increased, the insurer shall repay the amount by which the premium paid exceeds the premium that would have been payable in respect of the correct age; but if the policy so provides, the insurance money shall be increased to the amount that would have been payable in respect of the premium stated in the policy at the correct age according to the tables of rates of premium of the insurer in force at the time of the issue of the policy.

Adjustment where age over-stated.

(4) Where, by the terms or for the purposes of the contract, an addition is made to the age stated in the application, and the age is understated in the application, then for the purpose of the calculation, the correct age and the stated age shall respectively be deemed to be the correct age and the stated age increased by such addition.

Correction of stated age.

When contract voidable.

(5) Where the application or contract expressly limits the insurable age and the correct age at the date of the application exceeds the age so limited, the contract shall during the lifetime of the person whose life is insured, but not later than five years from the date of the policy, be voidable at the option of the insurer within thirty days after the error comes to his knowledge.

Application.

(6) This section does not apply in respect of a contract of group life insurance.

When true age governs.

65. Where a contract of group life insurance provides that the age of a person whose life is insured affects the commencement or the termination of the insurance, the amount thereof or any other right or benefit under the contract, the true age governs.

When contract takes effect.

66. (1) Unless a contract or an application otherwise expressly provides, the contract does not take effect or bind either party until

(a) the policy is delivered to the insured, his assign or agent, or the beneficiary named therein, and

(b) payment of the first premium is made to the insurer or its duly authorized agent

no change having taken place in the insurability of the life about to be insured subsequent to the completion of the application.

When contract void for default in paying cheque, etc., given for premium.

(2) Subject to section 67, where a cheque, bill of exchange or promissory note payable to the insurer, or other written promise to pay the insurer, is given, whether originally or by way of renewal, for the whole or part of any premium and such cheque, bill of exchange, promissory note or other written promise to pay is not paid according to its tenor, the contract is, unless otherwise provided in the policy, void.

Payment of premiums.

67. (1) Where any premium other than the initial premium under any contract is unpaid, the insured, his assign or agent, or any beneficiary may, within a period of grace of thirty days or, in the case of an industrial contract, four weeks from and excluding the day on which the premium is

due, pay, deliver or tender the sum in default to the insurer at its head office or at its chief agency in the Territory or to its collector or authorized agent.

(2) The payment, delivery or tender referred to in subsection (1) may be made by sending a post office order, postal note or a cheque payable at par and certified by a bank chartered under the laws of Canada or a draft of such bank, in a registered letter addressed to the insurer, and the payment, delivery or tender shall be deemed to have been made at the time of the delivery and registration of the letter at any post office.

How payment may be made.

(3) Payment, delivery or tender pursuant to subsection (2) has the same effect as if made at the due date of the premium.

Effect of payment.

(4) The periods of grace mentioned in subsection (1) run concurrently with the period of grace, if any, allowed by the contract for the payment of a premium, or of an instalment of a premium.

Running of period of grace.

(5) Upon the maturity of a contract during the period of grace and before the overdue premium is paid, the contract shall be deemed to be in as full force and effect as if the premium had been paid at its due date, but the amount of the premium with interest not exceeding six per cent per annum and any balance of the current year's premium may be deducted by the insurer from the insurance money.

Maturity of contract before period expires.

(6) Nothing in this section deprives the insured of the benefit of any period of grace allowed by the contract in excess of the period of grace allowed by this section.

Saving.

68. (1) Where a contract has lapsed and

Reinstatement of contract.

- (a) its cash value has not been paid,
- (b) any options respecting paid up or extended insurance have not been exercised,
- (c) payment of all overdue premiums and other indebtedness to the insurer under the contract, with interest at such rate not exceeding six per cent per annum as the contract provides, is made, and

(d) no change has occurred in the good health and insurability of the person whose life is insured subsequent to the date of application and before the contract is reinstated

the insured is entitled to have the contract reinstated within two years or, in the case of an industrial contract, within one year from the date of lapse upon production of evidence satisfactory to the insurer of the good health and insurability of the person whose life was insured, at the time of application for reinstatement.

Application of section 61.

(2) Where an application is made to reinstate a contract and the contract is reinstated, section 61 applies *mutatis mutandis*, and the period of two years referred to in section (2) of that section runs from the date of reinstatement.

Suicide.

(3) Where a contract that has lapsed provided that in the event of the suicide of the person whose life was insured within a period of time stated in the contract it should be void or that the amount payable thereunder should be reduced and, after the contract is reinstated, such person commits suicide within a period of time commencing on the date of reinstatement and of the same duration as the period of time fixed by the contract, the reinstated contract shall likewise be void, or the amount payable thereunder shall likewise be reduced.

Application.

(4) This section does not apply in respect of a contract made by a fraternal society or a contract of group life insurance.

Copy of application furnished to insured.

69. The insurer shall, upon request, furnish to the insured a true copy of the application for the insurance.

Where insurance payable to estate.

70. Where by a contract or declaration the insured appoints as beneficiaries, or appoints or apportion insurance money to, his "heirs", "legal heirs", "lawful heirs" or "next-of-kin" the appointment or apportionment shall be deemed to be for the benefit of the estate of the insured.

Agent of insured.

71. No officer, agent, employee or servant of the insurer or any person soliciting insurance, whether or not an agent of the insurer shall be deemed to be the prejudice of the insured, for any purpose whatsoever the agent of the insured in respect of any question arising out of a contract.

INSURABLE INTEREST

72. Every person has an insurable interest in his own life. In one's own life.
73. Without limiting the meaning that "insurable interest" has in law, In the lives of others.
- (a) a parent has an insurable interest in the life of his child under twenty-five years of age,
 - (b) a husband has an insurable interest in the life of his wife,
 - (c) a wife has an insurable interest in the life of her husband,
 - (d) a person has an insurable interest in the life of another person upon whom he is wholly or in part dependent for support or education, or from whom he is receiving support or education.
 - (e) a person has an insurable interest in the life of his officer or employee, and
 - (f) a person who has a pecuniary interest in the duration of the life of another person has an insurable interest in the life of that person.
74. A contract is void where at the time that it would otherwise take effect and be binding, the insured has no insurable interest. Contract void if no insurable interest.
75. Where the insured has, at the time that the contract takes effect, an insurable interest in the life insured, it is not necessary for the validity of the contract or any assignment that any beneficiary or person claiming under an assignment, by will or by succession have an insurable interest. Beneficiaries need not have insurable interest.
76. A minor, after attaining the age of fifteen years, has the capacity of a person of full age, Capacity of minors.
- (a) to effect a contract on his own life and to deal with that contract,
 - (b) to deal with a contract on his own life effected by him before attaining the age of fifteen years,

- (c) to deal with his interest in a contract effected on his life by another, whether effected before or after the minor attained the age of fifteen years, and
- (d) where married, to effect a contract on the life of his spouse or his children and to deal with that contract.

Maximum amounts payable by insurer on death of child under five.

77. (1) Subject to subsection (2) no insurer shall pay on the death of a child who has not attained the age of five years an amount that alone or together with any amount payable on the death of the child by another insurer, exceeds the following amounts, namely

- (a) where the child dies before attaining the age of one year, two hundred dollars,
- (b) where the child dies after attaining the age of one year; but before attaining the age of two years, four hundred dollars,
- (c) where the child dies after the age of two years but before attaining the age of three years, six hundred dollars,
- (d) where the child dies after attaining the age of three years but before attaining the age of four years, eight hundred dollars, and
- (e) where the child dies after attaining the age of four years but before attaining the age of five years, one thousand dollars.

Excess premium to be refunded.

(2) Where the amount payable under a contract on the death of the child, whether alone or together with an amount payable under any other contract previously made, exceeds the maximum amount that may be paid under subsection (1) and the child dies before attaining the age of five years, the amount payable on death in excess of the applicable amount specified in subsection (1) is limited to

- (a) the amount of any excess premiums paid under the contract, and
- (b) where the insurer has knowingly or without sufficient inquiry entered into the contract, interest at six per cent per annum on the excess premiums.

(3) Every insurer that undertakes insurance on the life of a child who has not attained the age of five years shall print the scale of benefits set out in subsection (1) in conspicuous type upon every circular or advertisement soliciting such insurance and every policy evidencing the insurance.

Scale of benefits on death of child to be printed.

(4) This section does not

Application.

- (a) apply in respect of a contract under which the insured has a pecuniary interest in the life insured or that limits the payment on the death of a child who has not attained the age of five years to the premiums that have been paid, with interest at the rate provided in the contract, or
- (b) preclude the payment of dividends or the repayment of premiums in addition to the amounts specified in subsection (1).

THIRD PARTY POLICIES ON LIVES OF MINORS

78. (1) Where a contract effected on the life of a minor by someone other than the minor, or an agreement in writing between the insurer and the insured respecting such a contract provides that a person named in the contract or the agreement upon the death of the insured has all the rights and interests of the insured in the contract

Third party policies on lives of minors.

- (a) the contract does not, upon the death of the insured, form part of his estate, and
- (b) the person named in the contract or agreement, upon the death of the insured, has all rights and interests of the insured in the contract and shall be deemed to be the insured.

(2) Notwithstanding the naming of any person as mentioned in subsection (1), the insured may, prior to his death, deal with the contract as if such naming had not been effected, and may alter or revoke such naming by agreement in writing with the insurer.

Alteration or revocation of nomination.

BENEFICIARIES

Beneficiaries for value.

79. (1) Beneficiaries for value are beneficiaries who have given valuable consideration other than marriage and who are expressly stated to be, or described as, beneficiaries for value in the policy or in an endorsement thereon or in a subsequent declaration signed by the insured.

Preferred beneficiaries.

(2) Subject to section 88, preferred beneficiaries are the husband, wife, children, grandchildren, father and mother of the person whose life is insured.

Ordinary beneficiaries.

(3) Ordinary beneficiaries are beneficiaries who are not preferred beneficiaries, beneficiaries for value or assignees for value.

Interest of beneficiary for value and assignee for value.

'80. (1) A beneficiary for value and an assignee for value of a policy have a vested interest in the policy.

Priority.

(2) Except as regards beneficiaries for value who are expressly stated to be or described as beneficiaries for value in the policy, a beneficiary for value or assignee for value who gives notice in writing of his interest in the policy to the insurer at the head or principal office of the insurer in Canada prior to any other beneficiary for value or assignee for value has priority of interest as against such last mentioned beneficiary or assignee.

Person deemed to be the insured.

81. Where a contract is assigned, otherwise than as security for a loan or debt, to the person whose life is insured that person is thereupon deemed to be the insured.

Power of insured to designate beneficiary.

82. (1) Subject to the rights of beneficiaries for value and assignees for value and to the provisions of this Ordinance relating to preferred beneficiaries, an insured

(a) may designate any beneficiary by the contract or by a declaration,

(b) may from time to time by any declaration

(i) appoint or apportion the insurance money,

(ii) alter or revoke any prior designation, appointment or apportionment,

- (iii) substitute new beneficiaries, or
- (iv) divert the insurance money wholly or in part to himself or his estate,
- (c) may surrender the contract to the insurer,
- (d) may borrow from the insurer upon the security of the contract,
- (e) may receive the surplus or profits for his own benefit, and
- (f) may otherwise deal with the contract as may be agreed upon between him and the insurer.

(2) Subject to subsection (1), a beneficiary or a trustee appointed pursuant to section 107 may, at the maturity of the contract, enforce for his own benefit or as such trustee the payment of insurance money appointed or apportioned to him by the contract or a declaration in accordance with the terms thereof, but the insurer is entitled to set up any defence that it could have set up against the insured or his personal representatives.

Enforcing of payment of insurance money by beneficiary or trustee.

(3) Payment made to the beneficiary or trustee referred to in subsection (2) discharges the insurer.

Payment discharges insurer.

(4) A person whose life is insured under a contract of group life insurance may in his own name enforce any right stated in the policy to be given to him, subject to any defence available to the insurer against him or the insured.

Enforcement of right under group insurance policy.

(5) Subject to subsection (1), a declaration has effect from the time of its execution, but a declaration does not affect the interest or rights of a beneficiary for value or assignee for value unless the declaration has been filed with the insurer at its head or principal office in Canada prior to the time when such beneficiary or assignee acquired his interest or rights, and if the declaration is not so filed the interest or rights of such beneficiary or assignee are as if the declaration had not been made.

Effect of declaration.

(6) Where a declaration is contained in a will, it is sufficient for the purposes of subsection (5) to file a copy thereof or of the material part thereof, verified by statutory declaration with the insurer at its head or principal office in Canada.

Filing of declaration contained in will.

**Other-
declarations.**

(7) A declaration contained in an instrument purporting to be a will that has not been revoked otherwise than by operation of law is effective as a declaration, notwithstanding that the instrument is invalid as a testamentary instrument.

**Beneficiaries
share equally
where no
apportion-
ment.**

83. Where two or more beneficiaries are designated otherwise than alternatively, but no apportionment is made, they shall share equally.

**Death of
ordinary
beneficiary
before
maturity of
contract.**

84. Where there are several beneficiaries of whom one or more are ordinary beneficiaries and one or more of the ordinary beneficiaries die before the maturity of the contract, and no apportionment or other disposition of his or their shares is provided for in the contract or by a declaration, the share of any such deceased ordinary beneficiary is payable to the surviving designated beneficiary or beneficiaries, whether preferred or ordinary, and where more than one, in equal shares but where there is no surviving beneficiary, is payable to the insured or his estate.

**Designation
of class of
preferred
beneficiaries
creates a
trust.**

85. (1) Where the insured, pursuant to section 82, designates as beneficiary any one or more members of the class of preferred beneficiaries, a trust is created in favor of such designated beneficiary or beneficiaries, and the insurance money or such part thereof as is or has been apportioned to a preferred beneficiary shall not, except as otherwise provided in this Ordinance be subject to the control of the insured or his creditors, or form part of the estate of the insured.

**Right to
income only.**

(2) The contract may provide or the insured may at any time direct by declaration that a preferred beneficiary is entitled only to the income from insurance money for life or a period of time, or subject to any limitation or contingency stated in the declaration.

**Rights of
beneficiaries
for value,
etc.**

(3) The provisions of this section are subject to any vested rights of beneficiaries for value and assignees for value, to the provisions hereinafter contained relating to preferred beneficiaries, and to any contingency or limitation stated in the instrument by which the insured designates a preferred beneficiary, but no provision in any instrument reserving to the insured the right to revoke or abridge the interest of a preferred beneficiary is effective to enable the insured to revoke or abridge that interest in favour of a person not in the class of preferred beneficiaries.

86. Notwithstanding the designation of any preferred beneficiary, the insured may subsequently exercise the powers conferred by section 82 to restrict, limit, extend or transfer the benefits of the contract to any one or more of the class of preferred beneficiaries to the exclusion of any or all other of the class, or wholly or partly to one or more for life or any other period of time or subject to any limitation or contingency, with remainder to any other or others of the class.

Power of insured to transfer benefits.

87. (1) Subject to section 88 where by the policy or by a subsequent declaration the insurance money or any part of it is made payable to or for the benefit of the wife of the person whose life is insured, his future wife, his wife and children, his future wife and children generally, or his children generally, the word "wife" means the wife living at the maturity of the contract, and the word "children" includes all the children of the person whose life is insured living at the maturity of the contract as well as the issue living at the maturity of the contract of any child of his who predeceases him, such issue taking by representation.

Meaning of "wife" and "children".

(2) Subsection (1) applies, *mutatis mutandis*, to insurance effected on a woman's life where the insurance money or any part of it is made payable to or for the benefit of her husband, her future husband, her husband and children, her future husband and children generally or her children generally.

Application.

(3) Subsections (1) and (2) do not apply where any beneficiary is designated by name or otherwise definitely indicated.

88. For the purposes of this Part, an adopted child and its adopting parent shall from the date of the adoption be deemed to bear towards one another the relationship of preferred beneficiaries, and an adopted child and its natural parents shall from the date of the adoption be deemed to bear toward one another the relationship of ordinary beneficiaries, and in either case this section applies in respect of insurance effected both before and after the date of adoption.

Relationships arising from adoption.

89. (1) Subject to subsection (2), the contract may provide or the insured may at any time direct by declaration that where a preferred beneficiary dies before the maturity

Declaration providing for death of preferred beneficiary.

of the contract, the insurance money or any part thereof appointed to the preferred beneficiary shall be payable to the insured, his estate or any other person whether or not that person is within the class of preferred beneficiaries.

Powers of insured where alternative preferred beneficiary becomes the beneficiary.

(2) Where the contract provides or the insured by a declaration directs that insurance money goes to a preferred beneficiary and in the event of the death of the preferred beneficiary to some other person in the class of preferred beneficiaries, and the first named beneficiary dies, the insured may before the maturity of the contract exercise only the powers referred to in section 86.

Powers of insured on death of preferred beneficiary.

(3) In case of the death of a preferred beneficiary before the maturity of the contract and in the absence of any provision in the contract or a declaration by which some other person in the class of preferred beneficiaries is to become entitled to the insurance money or any part thereof appointed to the deceased beneficiary in the event of his death or upon the happening of any other event, the insured may deal under section 82 with the insurance money or part thereof in the same manner and to the same extent as if the deceased beneficiary had not been a preferred beneficiary.

How share payable.

(4) Subject to this section, the share of a preferred beneficiary who dies before the maturity of the contract is payable as follows, namely,

- (a) where the deceased beneficiary is a child of the person whose life is insured and leaves issue surviving at the maturity of the contract, his share and any share to which he would have been entitled if he had survived is payable to his issue in equal shares, such issue taking by representation;
- (b) where there is no person entitled under paragraph (a), the share of the deceased beneficiary is payable to the surviving designated preferred beneficiaries in equal shares;
- (c) where there is no person entitled under paragraph (a) or (b), the share of the deceased beneficiary is payable in equal shares to the spouse and the children of the person whose life is insured living at the maturity of

the contract, and the issue then living of any deceased child of the person whose life is insured, such issue taking in equal shares the share to which their parent would have been entitled if living; and

(d) where there is no person entitled under paragraph (a), (b) or (c), the share of the deceased beneficiary is payable to the insured or his estate.

90. (1) Where the spouse of the person whose life is insured is designated as a beneficiary and is subsequently divorced, all interest of such beneficiary under the policy passes to the insured or his estate, unless the beneficiary is a beneficiary for value or an assignee for value.

Effect of divorce.

(2) For the purposes of this section where a divorce has been granted on the application of a beneficiary, the beneficiary is estopped from denying the validity of the divorce.

Estoppel.

(3) Until the insurer receives at its head or principal office in Canada notice in writing of the Act of Parliament, judgment, decree or order granting a divorce, it may deal with the insurance money in the same manner and with the same effect as if no divorce had been granted, and before paying the insurance money, the insurer is entitled to receive the original judgment, decree or order or a duly verified copy thereof, or a duly verified copy of the Act of Parliament, or a copy thereof printed by the Queen's Printer, as the case may be.

Right of insurer.

(4) Nothing in subsection (3) affects the right of any person entitled to payment of insurance money by reason of a divorce to recover from any person to whom payment is made by the insurer.

Saving.

91. Where the spouse of the person whose life is insured is designated as beneficiary and it appears

Where spouse living apart.

- (a) in the case of the wife, that she is living apart from her husband in circumstances disentitling her to alimony
- (b) in the case of the husband, that he is living apart from his wife in circumstances disentitling him to an order for restitution of conjugal rights, and

- (c) that there is no other member of the class of preferred beneficiaries whom the insured may designate as beneficiary in place of the designated beneficiary,

the Court may, on the application of the insured and on such terms as may seem fit, declare the designated beneficiary dis-entitled to claim the benefit of the provisions of this Part relating to preferred beneficiaries and the insured may then deal with the policy as provided by section 82.

Power of insured to surrender contract where preferred beneficiary designated.

92. Where a preferred beneficiary is designated, the insured may

- (a) surrender the contract to the insurer and accept in lieu thereof any paid-up or extended insurance provided by the contract in favour of the preferred beneficiary, and
- (b) from time to time, borrow from the insurer on the security of the contract such sums as may be necessary and are applied to keep it in force, and the sums so borrowed, with such interest as may be agreed upon, are a first charge on the contract and the insurance company.

Disposal of surplus or profits.

93. (1) Notwithstanding the designation of a preferred beneficiary, any person who effects a participating contract other than a contract of group life insurance may

- (a) receive for his own benefit during his lifetime the surplus or profits declared on the contract, or
- (b) may direct the insurer
 - (i) to apply them in payment or reduction of premiums or in the purchase of paid up additions to the sum insured,
 - (ii) to hold them to his credit for accumulation, or
 - (iii) to deal otherwise with such surplus or profits as the contract may provide.

(2) Upon the maturity of a contract all surplus or profits held to the credit of the insured or being due and unpaid, shall, subject to the contract and to any direction by the insured to the contrary, be added to the insurance money and the share of any beneficiary shall be increased accordingly.

(3) In the case of group life insurance, surplus profits, dividends or bonuses shall be applied in accordance with the terms of the contract.

Group life insurance.

(4) The insurer may apply for the purpose of keeping the contract in force any surplus or profits declared on the contract and held by the insurer to the credit of the contract or of the insured, or held for accumulation, and not otherwise applied or dealt with pursuant to subsection (1).

Application of surplus to keep contract in force.

(5) The insurer is not obliged to pay or apply any surplus or profits in a manner contrary to the terms of the contract or of any subsequent agreement.

Obligation of insurer.

94. (1) Where all the designated preferred beneficiaries are of full age, they and the insured may surrender the contract or may assign or dispose of it either absolutely or by way of security, to the insurer, the insured or any other person.

Power to surrender contract where preferred beneficiaries of full age.

(2) Where the beneficiaries, whether designated by name or not, include the wife or children or grandchildren of the insured, it is sufficient, so far as their interests are concerned, if all then living are of full age and join in the surrender, assignment or disposal.

(3) Where insurance money is made payable to a minor or other person under disability or to a trustee on behalf of a minor or person under disability and the insurance money or a part thereof is required for the maintenance or education of the minor or person under disability, the Court may, upon the application of the insured and upon at least ten days' notice to the insurer, make an order on such terms as it may deem just permitting the insured to surrender the contract to the insurer or to borrow from the insurer on the security thereof, and payment by the insurer in accordance with the order discharges it from liability in respect of the payment.

Order of Court where money payable to minor, etc.

Assignment of policy and right of beneficiaries.

(4) Where a contract has been assigned as security for any loan or debt, the rights of any beneficiary, whether ordinary or preferred, are affected only to the extent necessary to give effect to the rights of the assignee, and when the loan or debt is discharged the assignee shall furnish a certificate in writing to that effect and to the effect that the assignee has no further right, title or interest in that contract.

Persons joining in surrender.

95. Where by a contract or any instrument in writing a person is entitled to insurance money only in the event of the death of another person named as a beneficiary, it is not necessary for the first mentioned person to join in any surrender, assignment or disposal of the contract.

Commutation of instalments of insurance money.

96. (1) Subject to this section, where insurance money is payable in instalments and the contract, or an instrument in writing signed by the insured and delivered to the insurer, expressly provides that the beneficiary has not the right to commute the instalments or to alienate or assign his interest therein, the insurer shall not commute the instalments or pay them to any person other than the beneficiary, and the instalments are not, in the hands of the insurer, subject to any legal process except an action to recover the value of necessaries supplied to the beneficiary or his infant children.

(2) The insured may, by an instrument in writing signed by him and delivered to the insurer, declare that the beneficiary has the right to commute instalments of insurance money or alienate or assign his interest therein.

(3) The Court may, upon the application of the insurer or the beneficiary and upon at least ten days' notice, declare that in view of special circumstances the beneficiary has the right to commute instalments of insurance money or to alienate or assign his interest therein.

(4) After the death of the beneficiary, his personal representatives may commute any instalments of insurance money payable to them.

"Instalments".

(5) In this action, "instalments" includes insurance money or any part thereof held by the insurer under section 97.

Insurer holding insurance money after maturity of contract.

97. (1) Subject to the provisions of this Part relating to preferred beneficiaries, where it is expressly provided in the contract or by an agreement in writing with the insurer or

by a declaration, the insurer may hold the insurance money or any part thereof after maturity of the contract subject to the order of the beneficiary, or upon such trusts or other agreements for the benefit of the beneficiary as are provided in the contract, agreement or declaration, allowing and paying for the term during which the insurer retains the insurance money or any part thereof, interest thereon at a rate not less than that specified in the contract, agreement or declaration, or, where no rate is agreed upon, at the rate declared from time to time by the insurer in respect to insurance money so held by it.

(2) An insurer is not bound to carry out the terms of any declaration to which it has not agreed in writing.

98. (1) Until the insurer receives at its head or principal office in Canada notice in writing of the making of an order declaring a beneficiary disentitled to insurance money, or of any instrument in writing affecting the insurance money or any part thereof or of the appointment or revocation of the appointment of a trustee, it may make any payment that is lawful and valid except for the order, instrument in writing, appointment or revocation of appointment, and before making any payment pursuant to or under the authority of the order, instrument in writing, appointment or revocation of appointment, it is entitled to receive the original or a true copy thereof.

Persons to whom insurer may make payment.

(2) Nothing in this section affects the right of any person entitled to payment by virtue of an order, instrument in writing, appointment or revocation of appointment referred to in subsection (1) to recover from any person to whom payment has been made by the insurer.

Saving.

99. An insurer does not incur any liability for any default, error or omission in giving or withholding information as to any notice or instrument in writing affecting the insurance money that the insurer has received.

Non-liability of insurer for information as to notices.

PROOF OF CLAIM AND PAYMENT

100. (1) An insurer is entitled to reasonably sufficient proof in writing verified by affidavit or statutory declaration

Proof of Claim.

of the maturity of the contract, the age of the person whose life is insured and the right of the claimant to receive payment of the insurance money.

Proof of name and age of beneficiary.

(2) Where the insurance money or part thereof is payable to or for the benefit of a beneficiary, the insurer is entitled to reasonably sufficient proof of the name and age of the beneficiary.

Payment of insurance money.

101. (1) Insurance money that is expressed to be payable at the maturity of the contract is payable thirty days after reasonably sufficient proof has been furnished to the insurer of the maturity of the contract, the age of the person whose life is insured and the right of the claimant to receive payment.

Where insurance money payable.

(2) Except in the case of a contract of group life insurance, insurance money

- (a) is payable in the place in Canada where the insured was domiciled when the money became payable, or
- (b) is payable at the head or principal office of the insurer in Canada, where the insured was not domiciled in Canada when the money became payable and the contract does not otherwise provide.

Idem.

(3) In the case of a contract of group life insurance, insurance money

- (a) is payable in the place in Canada where the person whose life is insured was domiciled when the money became payable, or
- (b) is payable at the head or principal office of the insurer in Canada, where the person whose life is insured was not domiciled in Canada when the money became payable and the contract does not otherwise provide.

How payable.

(4) Every amount to be paid to or by an insurer under a contract is payable in lawful money of Canada, unless the contract expressly provides for payment in another currency.

(5) In every contract, whether the contract by its terms provides for payment in Canada or elsewhere, amounts expressed in dollars mean lawful dollars of Canadian currency, unless some other currency is specifically provided for in the contract.

Meaning of "dollars".

102. Where insurance money is payable in respect of a policy on the life of a person who is at the date of his death domiciled elsewhere than in Canada to another person domiciled elsewhere than in Canada, and there is no person in Canada entitled to receive it, the insurer may pay it to the person to whom it is payable or to any other person entitled to receive it on his behalf by the law of the domicile of the payee.

Payments outside Canada.

103. (1) Where the insurer admits the validity of the contract but does not admit the sufficiency of the proof furnished by the claimant of the maturity of the contract, the age of the person whose life is insured or the right of the claimant to receive payment of the insurance money and there is no other question in issue except a question under subsection (2), the insurer or the claimant may, before or after action brought and upon at least thirty days' notice, apply to the Court for a declaration as to the sufficiency of the proof furnished, and the Court may direct what further proof shall be furnished or, in special circumstances, may dispense with further proof.

Declaration by court as to sufficiency of proof.

(2) Where the claimant alleges that the person whose life is insured is presumed to be dead by reason of his not having been heard of for seven years, and there is no other question in issue except a question under subsection (1), the insurer or the claimant may, before or after action brought and upon at least thirty days' notice, apply to the Court for a declaration as to the presumption of death.

Declaration as to presumption of death.

(3) Where the Court

(a) finds that the proof of the maturity of the contract, the age of the person whose life is insured or the right of the claimant to receive payment is sufficient,

(b) finds that a presumption of death has been established,
or

Effect of order of Court.

(c) makes an order directing what further proof shall be furnished or, in special circumstances, dispensing with further proof,

the finding or order of the Court is, subject to appeal, conclusive and binding upon the applicant and all parties notified of the application and the Court may make such order respecting the payment of the insurance money and respecting costs as it may deem just.

Payment a discharge.

(4) Payment by an insurer in accordance with an order made pursuant to this section discharges the insurer from liability in respect of the payment.

Other Court order.

(5) Where the Court does not

(a) find that the proof of the maturity of the contract, the age of the person whose life is insured or the right of the claimant to receive payment is sufficient, or

(b) find that the presumption of death is established,

the Court may order that the matters in issue be decided in an action brought or to be brought, or may make such other order as it deems just respecting further proof to be furnished by the claimant, publication of advertisements, further inquiry and costs or otherwise.

Stay of action.

(6) Unless otherwise ordered by the Court, an application made pursuant to subsection (1) operates as a stay of any pending action with respect to the insurance money.

Presumption in case of a common disaster.

104. Where the person whose life is insured and one or more of the beneficiaries perish in the same disaster, it is *prima facie* presumed that the beneficiary or beneficiaries died first.

Policy not provided by suicide in certain cases.

105. An agreement, express or implied, contained in a contract of life insurance for the payment of insurance money in the event that the person whose life is insured commits suicide is lawful and enforceable.

LIMITATION OF ACTIONS

Limitation of actions.

106. (1) Subject to this section, no action or proceeding against the insurer for the recovery of insurance money shall be commenced more than one year after the furnishing of

reasonably sufficient proof of the maturity of the contract and of the right of the claimant to receive payment, or more than six years after the maturity of the contract, whichever period first expires.

(2) Where an order has been made declaring that death is presumed from the fact that the person whose life is insured has not been heard of for seven years, no action or proceeding referred to in subsection (1) shall be commenced more than one year and six months next after the date of the order.

Limitation where death presumed.

(3) Where the death of the person whose life is insured is unknown to the person entitled to claim under the contract, no action or proceeding shall be commenced more than six years next after the death of the person whose life is insured or more than one year and six months after the death becomes known to the person entitled whichever period first expires.

Limitation where death unknown.

(4) Where an action or proceeding is prematurely brought, the plaintiff may commence a new action or proceeding at any time within six months after the final determination of the first action or proceeding.

Premature action.

TRUSTEES, GUARDIANS, ETC.

107. (1) The powers conferred upon the insured by this Part with regard to the designation or appointment of any one or more beneficiaries, the alteration or revocation of such designation or appointment, and the apportionment or reapportionment of insurance money between or among beneficiaries include the power from time to time to appoint one or more new trustees for any beneficiary, to revoke any such appointment or alter its terms, to appoint one or more trustees or to make provision for the appointment of one or more new trustees.

Appointment by insured.

(2) The appointment of a trustee or trustees for any beneficiary does not take away from the Court or the insured any power of depriving the beneficiary of the benefit of the insurance money that the Court or the insured has under this Ordinance where the beneficiary has been designated as beneficiary without the appointment of a trustee.

Saving.

(3) Payment made to the trustee or trustees appointed pursuant to this section discharges the insurer.

Payment a discharge.

Payment of share of minor, etc.

108. (1) Where no trustee is appointed to receive the share to which a minor or other person under disability is entitled, or where a trustee is named but refuses or neglects to act or dies or otherwise becomes incapable of acting, the share of the minor or other persons under disability may be paid to a guardian, tutor or trustee of the minor or to a curator, committee or trustee of the other person under disability appointed under the law of the Territory.

Appointment of guardian.

(2) Where insurance money not exceeding two thousand dollars is payable to the spouse and children or to the children of the person whose life is insured, and one or more of the children are minors, the Court may, if the spouse is a parent of the minors appoint him their guardian, with or without security, and the insurance money may be paid to such spouse as guardian.

Guardian, etc. in a foreign jurisdiction.

(3) Where it appears that a guardian, tutor, curator, committee or trustee of a minor or other beneficiary under disability has been appointed in a foreign jurisdiction, and that the minor or other beneficiary is resident within that jurisdiction, the Court may authorize payment of the insurance money to the guardian, tutor, curator, committee or trustee with or without security in the Territory.

PAYMENT INTO COURT

Order for payment into Court.

109. (1) Where the insurer admits liability for the insurance money or any part thereof and it appears to the insurer

- (a) that there are adverse claimants,
- (b) that the place of abode of a person entitled is unknown,
or
- (c) that there is no person capable of giving or authorized to give a valid discharge,

the insurer may, at any time after the expiration of one month from the maturity of the contract, apply to the Court for an order for payment of the money into Court, and the Court may upon such notice, if any, as it thinks necessary make an order accordingly, and the application may in the first instance be made *ex parte*.

(2) Where the insurer admits liability for the insurance money or any part thereof payable to a minor and there is no person capable of giving a valid discharge therefor, the insurer may at any time after the expiration of one month from the maturity of the contract pay the money, less the costs mentioned in subsection (3), into Court to the credit of the minor.

Payment
into Court
for minor.

(3) The insurer may retain out of the insurance money for costs incurred upon payment into Court pursuant to subsection (2) the sum of ten dollars where the amount does not exceed one thousand dollars, and the sum of fifteen dollars in other cases, and payment of the remainder of the money into Court discharges the insurer.

Costs retained
out of
insurance
money.

(4) No order is necessary for payment into Court under subsection (2), but the Clerk of the Court shall receive the money upon the insurer filing with him an affidavit showing the amount payable and the name, date of birth and residence of the minor, and upon such payment being made the insurer shall forthwith notify the Public Administrator and deliver to him a copy of such affidavit.

Clerk of
Court to
receive
money, etc.

110. Where the insurer does not within two months after due proof of the claim pay the insurance money to some person competent to receive it under this Part or into Court, the Court may, upon application of any person, order that the insurance money or any part thereof, be paid into Court or may make such other order as to the distribution of the money as it may deem just, and payment made in accordance with the order is a sufficient discharge to the insurer.

Order for
payment
into Court.

111. The Court may fix and ascertain without taxation the costs incurred upon or in connection with any application or order made under subsection (1) of section 109 or under section 110, and may order such costs to be paid out of the insurance money or by the insurer or the applicant or otherwise as seems just.

Costs may
be fixed
by Court.

CONSTRUCTION OF PART

112. This Part shall be so interpreted and construed as to effect its general purpose of making uniform the law of the Territory and of those provinces that enact similar legislation.

Construc-
tion.

PART V

AUTOMOBILE INSURANCE

INTERPRETATION

- Definitions. 113. In this Part,
- "Driver's policy". (a) "driver's policy" means a motor vehicle liability policy that insures a person named therein in respect of the operation or use by him of any automobile other than an automobile owned by him or registered in his name ;
- "Insured". (b) "insured" means a person insured by a contract whether named or not ;
- "Motor vehicle liability policy". (c) "motor vehicle liability policy" means a policy or that part of a policy that insures the owner or driver of an automobile against liability for loss or damage to persons or property ; and
- "Owner's policy". (d) "owner's policy" means a motor vehicle liability policy that insures a person named therein in respect of the ownership, operation or use of any automobile owned by him and specifically described in the policy and, in respect of the ownership, operation or use of any other automobile that is within the definition thereof appearing in the policy.

GENERAL PROVISIONS

- Application. 114. (1) This Part applies in respect of automobile insurance and to any insurer carrying on the business of automobile insurance in the Territory and in respect of all contracts made in the Territory on or after the 1st day of May, 1956.
- Insurance of automobile by fire insurance policy. (2) Nothing in this Part prevents the insuring of an automobile against loss or damage by fire under a policy of fire insurance, and in that event this Part does not apply.
- Non-applicability of sections 32 and 33. (3) Sections 32 and 33 do not apply in respect of automobile insurance in respect of which this Part applies.

(4) This Part, other than section 137, does not apply in respect of insurance of an automobile chiefly used or operated off highways unless insured under a form of policy approved under this Part. Application.

115. (1) No insurer shall make any contract for a period exceeding fourteen days without a written application therefor, signed by the applicant or his agent duly authorized in writing. Requirements as to written application.

(2) No person carrying on the business of financing the sale or purchase of automobiles, no automobile dealer, insurance agent or broker, and no officer or employee of any such person, dealer, agent or broker, shall act as agent for an applicant under this section. Persons forbidden to act as agents for applicants.

(3) Every written application for a driver's policy shall set forth, Application for driver's policy.

(a) the name, address and occupation or business of the applicant,

(b) particulars of all accidents, losses or claims arising out of the ownership, use or operation of an automobile by the applicant within the three years preceding the application,

(c) whether any insurer has cancelled any policy of automobile insurance of the applicant or refused automobile insurance to him,

(d) whether any licence, permit, registration certificate or other like authority, issued to the applicant under any ordinance or under any law or statute of any province, state or country relating to automobiles, has been or continued to be, to the knowledge of the applicant, suspended or cancelled within the three years preceding the application, and

(e) such further information as the insurer may require or the Commissioner may prescribe.

Application
in other
cases.

- (4) Every other written application shall set forth,
- (a) the name, address and occupation or business of the applicant,
 - (b) the description of the automobile to be insured,
 - (c) the purchase price to the applicant of the automobile,
 - (d) whether the automobile was purchased new or otherwise,
 - (e) particulars of any mortgage, lien or encumbrance thereon,
 - (f) the place where the automobile is and will usually be kept,
 - (g) the locality in which and the purpose for which the automobile is and will be used chiefly,
 - (h) particulars of all accidents, losses or claims arising out of the ownership, use or operation of an automobile by the application within the three years preceding the application,
 - (i) whether any insurer has cancelled any policy of automobile insurance of the applicant, or refused automobile insurance to him,
 - (j) whether any licence, permit, registration certificate or other like authority, issued to the applicant or member of his family and household under any Ordinance or under any law or statute of any province, state or country relating to automobiles, has been or continued to be, to the knowledge of the applicant, suspended or cancelled within the three years preceding the application, and
 - (k) such further information as the insurer may require or the Commissioner may prescribe.

Special
contracts.

(5) Where the requirements of subsections (3) and (4) are, in the opinion of the Commissioner, inapplicable to any special form of contract, the Commissioner may prescribe the form of application or vary, omit or add to those requirements.

(6) Upon every written application and policy there shall be printed or stamped in conspicuous type, not less in size than ten point and in red ink, a copy of subsection (1) of section 121.

Red ink
endorse-
ment.

(7) Where a contract is renewed without change or only the amount of the insurance, the rate of premium or the method of rating is changed, the renewal may be effected without a written application.

Renewal of
contract.

(8) A copy of the application, or such part thereof as is material to the contract, shall be embodied in, endorsed upon or attached to the policy when issued by the insurer.

Copy of
application.

116. Where it is proposed to change the subject matter of a contract by substitution or addition of one or more automobiles, the insurer may so amend the contract by an endorsement of the policy, but in such case the insurer shall obtain a written application signed in accordance with section 115 and containing such particulars required by that section as relate to the new subject matter.

Amendment
of contract.

117. (1) Every policy shall set forth,

Contents
of policy.

- (a) the name and address of the insurer,
- (b) the name, address and occupation or business of the insured named therein,
- (c) the premium for the insurance,
- (d) the subject matter of the insurance,
- (e) the indemnity for which the insurer may become liable,
- (f) the event on the happening of which liability is to accrue,
- (g) the term of the insurance, and
- (h) except in case of motor vehicle liability policies, the name of the person to whom the insurance money is payable.

Discrepancy between application and policy.

(2) Unless otherwise expressly stated therein, any written application shall be deemed to be one for a policy embodying the terms and conditions of the insurer's corresponding standard policy form; and the policy shall be deemed to be in accordance with the application unless the insurer points out in writing to the insured named in the policy in what respect the policy differs from the application, and, in that event, the insured shall be deemed to have accepted the policy unless within one week from the receipt of the notification he informs the insurer in writing that he rejects the policy.

Delivery of policy to insured.

(3) Notwithstanding any agreement, the insurer shall deliver or mail to the insured named therein the policy or a true copy thereof and every endorsement or amendment of the policy or a true copy thereof.

Statutory conditions.

118. (1) Subject to subsections (2) and (3) and sections 119 and 138,

- (a) the conditions set forth in Part II of the Schedule are statutory conditions and shall be deemed to be part of every contract of automobile insurance and shall be printed on every policy with the heading "Statutory Conditions", and
- (b) no variation or omission of a statutory condition is valid nor is anything contained in any addition to a statutory condition or in the description of the subject matter of the insurance effective in so far as it varies, avoids or is inconsistent with any such condition.

Prescription of conditions in certain cases.

(2) Where the automobile insurance is neither insurance under a motor vehicle liability policy nor insurance against loss of or damage to an automobile designated in the policy, the Commissioner may prescribe appropriate conditions or may omit, vary or add to the statutory conditions referred to in this section.

Form of motor vehicle liability policy.

(3) The Commissioner may approve a form of motor vehicle liability policy appropriate to insure a limited or restricted use of the automobile and in that case the statutory conditions referred to in this section shall be deemed to be amended so far as is necessary to give effect to the terms and conditions of the policy so approved and sections 128 and 129 shall not apply in such case.

119. (1) Where the policy does not insure against liability for loss or damage to persons or property, statutory condition 4 of the conditions referred to in section 118 shall not be deemed to be part of the policy.

Certain conditions not part of policy.

(2) Where the policy does not insure against loss of or damage to an automobile, statutory condition 5 of the conditions referred to in section 118 shall not be deemed to be part of the policy.

Idem.

120. (1) No insurer shall issue or deliver a policy or endorsement to a policy until a copy of the form of policy or endorsement has been on file with the Commissioner for at least thirty days, unless sooner approved in writing by him, nor if within that period the Commissioner notifies the insurer in writing that such form of policy or endorsement is not approved.

Insurer must file with Commissioner copy of policy or endorsement before issue or delivery.

(2) The Commissioner shall upon request, specify the reasons for not approving or for disapproving of a form of policy or endorsement.

Reasons for not approving or disapproving.

(3) Where approval has been given by the Commissioner pursuant to this section, the approval may be revoked by him at any time upon giving written notice to the insurer specifying the reasons for revocation of the approval.

Approval may be revoked.

121. (1) Where

(a) an applicant for a contract

(i) gives false particulars of the described automobile to be insured, to the prejudice of the insurer, or

(ii) knowingly misrepresents or knowingly fails to disclose in the application any fact required to be stated therein,

(b) the insured violates a term or condition of the policy or commits a fraud, or

(c) the insured wilfully makes a false statement with respect to a claim under the policy,

Voidance of policy for misrepresentation, fraud or violation of condition.

a claim by the insured is invalid and the right of the insured to recover indemnity is forfeited.

Statements
not in
written
application.

(2) Where a written application for a contract is made, no statement of the applicant shall be used in defence of a claim under the policy unless it is contained in the written application.

Relief
against
forfeiture.

122. Where there has been imperfect compliance with a statutory condition as to the proof of loss to be given by the insured or other matter or thing required to be done or omitted by the insured with respect to the loss, and a consequent forfeiture or avoidance of the insurance in whole or in part, and the Court deems it inequitable that the insurance should be forfeited or avoided on that ground, the Court may relieve against the forfeiture or avoidance on such terms as it may deem just.

Payment of
insurance
money.

123. Insurance money is payable in lawful money of Canada

Waivers
to be in
writing.

124. No term or condition of a contract shall be deemed to be waived by the insurer in whole or in part unless the waiver is stated in writing and signed by an agent of the insurer.

Subroga-
tion of
insurer.

125. (1) Where an insurer makes any payment or assumes liability therefor under a contract of automobile insurance, it is subrogated to all rights of recovery of the insured against any person and may bring action in the name of the insured to enforce such rights.

Division
of amount.
recovered.

(2) Where the net amount recovered in an action referred to in subsection (1), after deduction of the costs of the recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, the amount shall be divided between the insurer and the insured in the proportions in which the loss or damage has been borne by them respectively.

Use of
red ink.

126. No red ink shall be used in printing a policy, except for the name, address and emblem of the insurer, the policy number and the purposes mentioned in this Part.

Rights of
insured
preserved.

127. Any act or omission of the insurer resulting in non-compliance or imperfect compliance with any provision of this Part does not render a contract invalid as against the insured.

128. (1) Every owner's policy insures the person named therein and every other person who, with his consent, personally drives any automobile specifically described in the policy, against the liability imposed by law upon the insured named therein or any such other person for loss or damage

Coverage of owner's policy.

- (a) arising from the ownership, use or operation of any such automobile within Canada, the continental United States of America or Alaska, or upon a vessel plying between ports thereof, and
- (b) resulting from,
 - (i) bodily injury to or death of any person,
 - (ii) damage to property, or
 - (iii) both.

(2) Nothing in subsection (1) precludes coverage being provided in an owner's policy to the person named therein and such other persons as may be specified therein, who, with his consent, personally drive any other automobile within the definition thereof appearing in the policy, against the liability imposed by law upon the insured named therein or upon any such other person for loss or damage described in paragraphs (a) and (b) of subsection (1).

(3) Any person insured by but not named in a policy may recover indemnity in the same manner and to the same extent as if named therein as the insured, and for that purpose shall be deemed to be a party to the contract and to have given consideration therefor.

Rights of unnamed insured.

129. Every driver's policy insures the person named therein against the liability imposed by law upon the insured for loss or damage,

Coverage of driver's policy.

- (a) arising from the operation or use by him of any automobile, other than an automobile owned by him or registered in his name, while he is personally in control as driver or occupant of the automobile within Canada, the continental United States of America or Alaska, or upon a vessel plying between ports thereof, and

- (b) resulting from,
 - (i) bodily injury to or death of any person,
 - (ii) damage to property, or
 - (iii) both.

Liabilities
of insurer.

130. (1) Under an owner's or a driver's policy the insurer shall,

- (a) upon receipt of notice of loss or damage caused to persons or property, make such investigations, conduct such negotiations with the claimant and effect such settlement of any resulting claims, as may be deemed expedient by the insurer,
- (b) defend in the name and on behalf of the insured and at the cost of the insurer any civil action that may at any time be brought against the insured on account of loss or damage to persons or property,
- (c) pay all costs taxed against the insured in any civil action defended by the insurer and any interest accruing after entry of judgment upon that part of the judgment that is within the limits of the insurer's liability, and
- (d) in case the injury be to a person, reimburse the insured for outlay for such medical aid as may be immediately necessary at the time.

Application
to Court
where more
than one
policy.

(2) Where a person is insured under more than one motor vehicle liability policy, whether the insurance is first loss insurance or excess, and a question arises under paragraph (b) of subsection (1) between an insurer and the insured or between the insurers as to which insurer shall undertake the obligation to defend in the name and on behalf of the insured, whether or not any insurer denies liability under its policy, the insured or any insurer may apply to the Court and the Court shall give such directions as may appear proper with respect to the performance of the obligation.

(3) On an application under subsection (2), the only parties entitled to notice thereof and to be heard thereon are the insured and his insurers, and no material or evidence used or taken upon such an application is admissible upon the trial of an action brought against the insured for loss or damage to persons or property arising out of the use of the automobile in respect of which the insurance is provided.

Parties entitled to notice, etc.

(4) An order under subsection (2) does not affect the rights and obligations of the insurers with respect to payment of any indemnity under their respective policies.

Effect of order.

(5) Where the insured has indemnity under two or more policies and any one or more are excess insurance by virtue of section 135, the insurers shall, as between themselves, contribute to the payment of the expenses, costs and reimbursement provided for in subsection (1) in accordance with their respective liabilities for damages against the insured.

Contribution where excess insurance.

131. Subject to section 134, an insurer is not liable under an owner's policy or a driver's policy,

Exceptions to liability of insurer.

(a) for any liability imposed by any workmen's compensation law upon the insured,

(b) for loss or damage resulting from bodily injury to or the death of,

(i) the son, daughter, wife, husband, mother, father, brother or sister of the insured while being carried in or upon, or entering or getting on to, or alighting from an automobile, or

(ii) the insured,

nor, unless the coverage is expressly extended under section 133,

(c) to any person, not being the owner of the automobile, engaged in the business of an automobile garage, repair shop or service station or of an automobile dealer, for loss or damage sustained while engaged in the operation or repair of an automobile,

- (d) for any loss or damage resulting from bodily injury to or the death of any person being carried in or upon or entering or getting on to, or alighting from an automobile,
- (e) for loss of or damage to property carried in or upon an automobile or to any property owned or rented by, or in the care, custody or control of the insured,
- (f) for loss or damage resulting from bodily injury to or the death of any employee of the insured while engaged in the operation or repair of an automobile, or
- (g) for loss or damage arising from the ownership, use or operation of any machinery or apparatus, including its equipment, mounted on or attached to the automobile with a separate power or heating unit, while at the site of the use or operation of such machinery or apparatus.

Minimum liability under policy.

132. Every owner's and driver's policy shall insure,

- (a) in case of bodily injury or death, to the limit of at least
 - (i) five thousand dollars, exclusive of interest and cost, against loss or damage resulting from bodily injury to or the death of any one person, and
 - (ii) ten thousand dollars, exclusive of interest and costs, against loss or damage resulting from bodily injury to or death of two or more persons in any one accident, and
- (b) in case of property damage, to the limit of at least one thousand dollars, exclusive of interest and costs, for damage to property resulting from any one accident.

Extended coverage.

133. (1) In the case of an owner's or driver's policy, the insurer may, in consideration of an additional stated premium and not otherwise extend the coverage in whole or in part

- (a) to any or all of the matters mentioned in paragraphs (c), (e) and (f) of section 131, by an endorsement on the policy, and

(b) to the matter mentioned in paragraph (d) of section 131, by a provision in the policy or an endorsement on it.

(2) The insurer may, in the case of an owner's policy extend the coverage in whole or in part in respect of the operation or use of automobiles not owned by or registered in the name of the insured. Idem.

(3) The insurer may, in the case of an owner's policy or a driver's policy, extend the coverage to such other matters as the Commissioner may approve. Other matters.

(4) No insurer shall extend the coverage under subsection (2) or (3) without the approval of the Commissioner of the form of the extended coverage, the method of providing therefor and of the necessity or otherwise of an additional stated premium for the coverage. Commissioner to approve extension.

134. (1) An insurer issuing an owner's or a driver's policy may, in consideration of an additional stated premium, in addition to the other insuring agreements therein, agree to pay for each person who sustains bodily injury caused by an accident while driving, being carried in or upon, or entering or getting on to or alighting from the automobile specifically described in the policy or within the definition thereof appearing in the policy within Canada, the continental United States of America, or Alaska, or upon a vessel plying between ports thereof, if the automobile is being used by the insured named in the policy or with his consent, all reasonable expenses incurred, within one year from the date of the accident as a result of the injury, for necessary medical, surgical, dental, ambulance, hospital, professional nursing and funeral services. Coverage for necessary medical, surgical and other expenses.

(2) No insurer shall give insurance mentioned in subsection (1) without the approval of the Commissioner of the terms and conditions thereof. Commissioner's approval.

135. (1) Subject to subsection (2), where the insured named in a policy has or places any additional or other valid insurance of his interest in the subject matter of the contract, or any part thereof, the insurer shall be liable only for its rateable proportion of any loss or damage. Proportioning liability of insurer.

Where more than one motor vehicle liability policy.

(2) Insurance under a valid owner's policy shall, as respects the liability arising from the ownership, use or operation of the automobile specifically described in the policy, be a first loss insurance, and insurance attaching under any other valid motor vehicle policy shall be excess insurance only.

Copy on policy.

(3) A copy of subsections (1) and (2) shall be printed or stamped in conspicuous type, not less in size than ten point, upon every automobile insurance policy and those subsections constitute terms of the contract between the insurer and the insured.

Effect of subsection (2).

(4) Subsection (2) has effect as between insurers.

Policy in special cases.

136. Where any provision of sections 128 to 135 is inapplicable by reason of the requirements of any Act or Ordinance or, in the opinion of the Commissioner, is unsuitable to any special form of contract, he may approve a form of motor vehicle liability policy sufficient or appropriate to insure the risks required or proposed to be insured and in that case those sections do not apply.

Rights of certain creditors of insured in insurance money.

137. (1) Any person who has a claim against an insured, for which indemnity is provided by a motor vehicle liability policy, notwithstanding that such person is not a party to the contract, is entitled, upon recovering a judgment therefor against the insured, to have the insurance money payable under the policy applied in or towards satisfaction of his judgment and of any other judgments or claims against the insured covered by the indemnity and may, on behalf of himself and all persons having such judgments or claims, maintain an action against the insurer to have the insurance money so applied.

Other creditors.

(2) No creditor of the insured is entitled to share in the insurance money payable under any such policy in respect of any claim for which indemnity is not provided by the policy.

Indisputability of liability of insurer.

(3) No.

(a) assignment, waiver, surrender, cancellation or discharge of the policy, or of any interest therein, or if the proceeds thereof, made by the insured after the happening of the event giving rise to a claim under the policy,

- (b) act or default of the insured before or after such event in violation of any provision of this Part or of the terms of the contract, and
- (c) violation of the Criminal Code or of any law or statute of any province or the Territory, state or country, by the owner or driver of an automobile,

prejudices the right of any person, entitled under subsection (1), to have the insurance money applied upon his judgment or claim, nor shall anything referred to in paragraphs (a), (b) and (c) be available to the insurer as a defence to the action.

(4) It is not a defence to an action under this section that an instrument issued as a motor vehicle liability policy by a person engaged in the business of an insurer and alleged by a party to the action to be such a policy, is not a motor vehicle liability policy; and the provisions of this section apply, *mutatis mutandis*, to the instrument.

(5) The insurer may require any other insurers liable to indemnify the insured in whole or in part in respect of judgments or claims referred to in subsection (1) to be made parties to an action under this section and to contribute according to their respective liabilities, whether this be rateably or by way of first loss or excess insurance, as the case may be, and the insured shall, on demand, furnish the insurer with particulars of all other insurance covering the subject matter of the contract.

Contribution among insurers.

(6) Subject to subsection (7), where one or more policies provide for coverage in excess of the limits mentioned in section 132 or for extended coverage pursuant to subsections (1) and (3) of section 133, nothing in this section with respect to such excess coverage or extended coverage prevents any insurer from availing itself, as against a claimant, of any defence that the insurer is entitled to set up against the insured.

Defence where excess coverage.

(7) Where a policy provides for extended coverage in respect of loss or damage resulting from bodily injury to, or the death of, any person being carried in or upon, or entering, or getting on to or alighting from an automobile operated in

Application of subsection (6).

the business of carrying passengers for compensation or hire, subsection (6) applies only to that part of such extended coverage,

- (a) that exceeds any minimum coverage required by this Ordinance, or
- (b) where a greater minimum coverage is required by or pursuant to any other Ordinance, exceeds such greater minimum coverage.

Liability of insured to reimburse insurer.

(8) The insured is liable to pay or reimburse the insurer, upon demand, any amount that the insurer has paid by reason of this section that it would not otherwise be liable to pay.

Right of insurer, when liability denied, to be made a third party in action.

(9) Where an insurer denies liability under a motor vehicle liability policy, it has the right upon application to the Court to be made a third party in an action to which the insured is a party and in which a claim is made against the insured by any party to the action in which it is or might be asserted that indemnity is provided by the said policy, whether or not the insured files a defence or a demand of notice of proceedings, and upon being made a third party such insurer has the right to contest the liability of the insured to any party claiming against the insured, and to contest the amount of any claim made against the insured to the same extent as if a defendant in the action, including for such purposes the right to deliver a statement of defence to the claim of any party against the insured and to deliver other pleadings and to have production and discovery from any party adverse in interest and the right to examine and cross-examine witnesses at the trial.

Idem.

(10) An insurer is entitled to avail itself of subsection (9) notwithstanding that another insurer is defending in the name and on behalf of the insured an action to which its insured is a party.

Partial payment of loss clause.

138. A policy, other than a motor vehicle liability policy, may contain a clause to the effect that the insurer in the event of loss shall pay only an agreed portion of any loss that may be sustained or the amount of the loss after deduction of a sum specified in the policy, in either case not exceeding the amount of the insurance, in which case there

shall be printed upon the face of the policy in conspicuous type, in red ink, the words: "This policy contains a partial payment of loss clause."

139. Where a claim is made under any policy other than a motor vehicle liability policy, the insurer shall notwithstanding any agreement, adjust the amount of the claim with the insured named in the policy as well as with any person having an interest indicated in the policy. Adjustment of claim with insured.

140. (1) Every person who fails to comply with or violates any provision of this Part is guilty of an offence. Offence.

(2) Every person guilty of an offence against this Part is liable on summary conviction to a fine not exceeding two hundred dollars.

PART VI

ACCIDENT AND SICKNESS INSURANCE

141. (1) This Part applies in respect of contracts of accident and sickness insurance and to an insurer undertaking accident and sickness insurance in the Territory, but does not apply to any fraternal society or in respect of its contracts. Application.

(2) This Part does not apply to contracts of life insurance in respect of which Part IV applies, notwithstanding that such contracts include provisions for special benefits or indemnities upon Exceptions.

(a) death by accident,

(b) disability that is by the terms of the contract deemed to be total and permanent, or

(c) total disability that exists for a continuous period of not less than three months or ninety days.

(3) This Part, except section 154, does not apply in respect of a contract made with an employer and insuring his employees or made with a representative of a group and insuring the group, for the individual benefit of the employees or persons insured thereby, and sections 57 and 71 to 75 apply to any such contract.

(4) This Part does not apply in respect of insurance mentioned in section 134.

Sections to apply to contracts.

142. Sections 57, 71 to 76 and 104 apply in respect of contracts to which this Part applies.

Effect of delivery of policy.

143. Where the contract of insurance has been delivered it is as binding on the insurer as if the premium had been paid, although it has not in fact been paid and although delivered by an officer or agent of the insurer who had not authority to deliver it.

Right of insurer in respect of unpaid premium.

144. (1) The insurer may sue for an unpaid premium and may deduct it from the amount for which he becomes liable under the contract.

(2) Where the premium is paid by a cheque or a promissory note and the cheque is not paid on presentation or the promissory note at maturity, the contract is voidable at the option of the insurer.

Contents of policy.

145. Every policy shall contain

- (a) the name and address of the insurer,
- (b) the name, address and occupation or business of the insured,
- (c) the name of the person to whom the insurance money is payable,
- (d) the premium for the insurance,
- (e) the indemnity for which the insurer may become liable,
- (f) the event on the happening of which the liability is to accrue, and
- (g) the term of the insurance.

Renewal of contract.

146. A contract may be renewed by the delivery of a renewal receipt identifying the policy by number, date or otherwise.

147. Subject to sections 148 to 152, the conditions set forth in Part III of the Schedule shall be deemed to be part of every contract of accident and sickness insurance in force in the Territory and shall be printed on every policy hereafter issued under the heading "Statutory Conditions."

Statutory conditions.

148. (1) Where the policy does not insure against accident, the words relating to accident of conditions 3, 6, 12 and 13 of the conditions referred to in section 147 may be omitted from the policy.

Certain conditions to be omitted from policy in special cases.

(2) Where the policy does not insure against sickness, condition 5, and also the words relating to sickness of conditions 3, 6, 12 and 13 of the conditions referred to in section 147 may be omitted from the policy.

149. (1) Where the policy provides that the contract may not be terminated by the insurer at any time, conditions 9, 10 and 11 of the conditions referred to in section 14 may be omitted from the policy.

Idem.

(2) Where, in the opinion of the Commissioner, any condition or any part of a condition is not suitable having regard to the nature of the contract, the insurer may, with the approval of the Commissioner, omit the condition or part of it from the policy.

Omission of unsuitable condition from policy by insurer.

150. Where an entire condition is omitted, there shall be inserted after the condition number the words, within brackets: "(This condition is not applicable to this policy and is omitted pursuant to the *Insurance Ordinance*.)"

Omission to be noted.

151. (1) In this section, "machine" means a vending machine from which, on depositing therein the premium payable for a policy of accident insurance, the person to be insured may obtain such policy.

"Machine".

(2) Notwithstanding any other provision of this Ordinance, the term of a policy issued through the medium of a machine may be expressed as the duration of a journey, trip, voyage, or flight to be made by the insured by any means of transportation or conveyance.

Terms of machine policy.

(3) The issue of a policy through the medium of a machine constitutes delivery thereof for all purposes under this Ordinance.

Delivery.

Variations
in conditions.

152. (1) Where an insurer desires to vary, omit, or add to the statutory conditions or any of them except as provided in sections 148 to 150, there shall be printed in conspicuous type not less in size than ten point, and in red ink, immediately after such conditions, the proposed variations or additions or a reference to the omissions, with these introductory words:

“Variations in Conditions

This policy is issued on the above statutory conditions with the following variations, omissions and additions that are, by virtue of the law of the Territory, in force so far only as they are held to be just and reasonable to be exacted by the insurer.”

(2) No variation, omission or addition, except as provided in sections 148 to 150, is binding upon the insured unless subsection (1) is complied with, and any variation, omission or addition is binding only in so far as it is held by the Court before which a question relating thereto is tried, to be just and reasonable.

Use of
red ink.

153. No red ink shall be used on the face of a policy except for the name, address and emblem of the insurer, the policy number and the purposes mentioned in this Ordinance.

Relief
from for-
feiture.

154. Where there has been imperfect compliance with a statutory condition respecting the proof of loss to be given by the insured or respecting any matter or thing to be done or omitted by the insured after the maturity of the contract, and a consequent forfeiture or avoidance of the insurance in whole or in part, and the Court deems it inequitable that the insurance should be forfeited or avoided on that ground, the Court may relieve against the forfeiture or avoidance on such terms as it may deem just.

PART VII

FRATERNAL SOCIETIES

INTERPRETATION

Definitions.

155. In this Part,

“Rates of
contribution”.

(a) “rates of contribution” means the regular net premiums, dues, rates or contributions receivable from

the members of a society for the purpose of the payment at maturity of the society's certificates or contracts of insurance; and

(b) "society" means a fraternal society.

"Society".

GENERAL PROVISIONS

156. (1) Subject to subsection (2), this Part applies to all societies carrying on the business of life insurance in the Territory.

Application.

(2) Section 166 does not apply to a society the membership of which is limited by its constitution or laws to municipal or government employees.

157. The following shall not be deemed societies within the meaning of this Part, namely,

Societies not deemed to be fraternal societies.

- (a) a corporation not otherwise provided for in this Ordinance that has, by or under the authority of an Act of the Parliament of Canada, created a fund for paying a gratuity on the happening of death, sickness, infirmity, casualty, accident, disability or any change of physical or mental condition;
- (b) a corporation not otherwise provided for in this Ordinance that has, by or under the authority of an Act of the Parliament of Canada, an insurance and provident society or association, or an insurance or guarantee fund in connection with the corporation;
- (c) a corporation that undertakes or offers to undertake contracts of insurance other than with its own members exclusively, or for more than five thousand dollars payable on the death of any one member other than a funeral benefit, or any contracts of insurance with its members other than,
 - (i) life insurance,
 - (ii) contracts for the payment of mortuary or funeral benefits, or
 - (iii) old age insurance;

- (d) a corporation in which the insurance fund is used for the purposes of a mercantile or business enterprise, or for mercantile profit, or a society formed on the lodge system, the insurance fund of which is held other than as a trust fund for the members insured;
- (e) a society in which the persons insured do not exercise, either directly or through representatives elected for a term not exceeding four years, effective control over the insurance fund of the society, or in which the officers or other persons having the disposition, control or possession of the insurance fund are elected or appointed for a longer period than four years; and
- (f) any corporation that undertakes contracts of insurance but is not formed exclusively for that purpose and does not for the purposes of such contracts keep distinct and separate funds, securities, books and vouchers.

Rules, etc., deliverable on demand.

158. (1) A copy of the constitution, by-laws and rules of a society relating to its insurance contracts and to the management and application of its insurance funds shall be delivered by the society to any person requiring the same on payment of twenty-five cents.

(2) If an officer or agent of a society, with intent to mislead or defraud, gives to any person a copy of the constitution, by-laws and rules other than those then in force on the pretence that they are the constitution, by-laws and rules then in force, he is guilty of an offence.

Unmatured policies as liabilities.

159. No unmatured policy or contract creates any claim or liability against the society while a going society, or against the estate of the society in a winding-up or liquidation, but in a winding-up or liquidation the insured or beneficiary for value under the unmatured policy or contract is entitled to share in the surplus assets of the society.

Limitations of member's liability.

160. (1) The liabilities of a member under his contract shall at any time be limited to the assessments, fees and dues that became payable within the preceding twelve months and of which at that time notice had been given in accordance with the constitution, by-laws and rules of the society.

(2) A member may at any time withdraw from the society by delivering or sending by registered post to the society notice in writing of his intention to withdraw, and paying or tendering the assessments, fees and dues mentioned in subsection (1). Withdrawal.

(3) Upon his withdrawal the member shall become thereby released from all further liability under his contract. Release of liability.

(4) This section shall be subject to the provisions of any rules to the contrary certified by the Commissioner.

161. No forfeiture or suspension is incurred by a member by reason of any default in paying any contribution or assessment, except such as are payable in fixed sums and at fixed times, until Notice before forfeiture of benefit.

(a) after notice to the member

(i) stating the amount due by him, and

(ii) stating that in case of default of payment within a reasonable time, being not less than thirty days, to the proper officer, who shall be named in the notice, the member's interest or benefit will be forfeited or suspended, and

(b) default has been made by the member in paying his contribution or assessment in accordance with such notice.

162. Where under the constitution, by-laws or rules of society a defaulting member is entitled to be reinstated on payment of arrears after a stated number of days' default, section 161 does not prejudice the rights of the member. Saving rights to re-instatement.

163. Where it is stipulated that the benefit of a contract shall be suspended, reduced or forfeited for any other reason than for non-payment of money, the stipulation is not valid unless it is held to be just and reasonable under the circumstances of the case. Conditions of restricted forfeiture.

164. In any contract in which total abstinence from intoxicating liquors is made an express condition, such condition shall be deemed to be just and reasonable. Condition as to abstinence.

How notice may be given to members.

165. (1) Subject to subsection (2), any notice required to be given to a member for any purpose of this Ordinance or of the constitution, by-laws or rules of the society may be effectually given by written or printed notice delivered or sent by registered post to the member or left at his last known place of abode or business.

Notice of reduction of benefit.

(2) A notice of the reduction of any benefit payable under a contract or of the increase of the premium payable thereunder shall be sent by registered post to the member at his last known place of abode or of business.

Reduction of benefits or increase of rates.

166. A society may by amendment of its constitution, by-laws or rules

(a) reduce the benefits payable under any of its contracts, or

(b) increase the rates of contribution payable by any of its members, as a whole or as a class,

and the amendment when adopted by a majority of the votes cast by the members of the supreme legislative body of the society at a regular or special meeting of the supreme legislative body of the society duly called is binding upon the members of the society, their beneficiaries or legal representatives and all persons deriving legal rights from any member or beneficiary, notwithstanding anything contained in the provisions of the constitution, by-laws and rules before the amendments, or in the Ordinance or other instrument of incorporation of the society or in any contract, policy or certificate of insurance heretofore or hereafter issued by the Society.

PART VIII

GENERAL PROVISIONS APPLICABLE TO INSURERS

Payment to agent deemed payment to insurer.

167. (1) Subject to subsection (2), payments in cash in whole or in part to an agent of an insurer of the amount of a premium or an assessment due in respect of a contract issued by the insurer, shall be deemed a payment to the insurer, notwithstanding any condition or stipulation to the contrary.

(2) This section does not apply in respect of life insurance. Application.

168. An agent who acts in negotiating, renewing or continuing a contract with an insurer and receives any money or substitute for money as a premium for such a contract from the insured, shall be deemed to hold the premium in trust for the insurer, and, if he fails to pay it over to the insurer within thirty days after written demand made upon him therefor, less his commission and any deductions to which, by the written consent of the insurer, he may be entitled, his failure to do so is *prima facie* evidence that he has used or applied the said premiums for a purpose other than paying the same over to the insurer. Agent or insurer a trustee of premiums.

169. Any person, other than an insurer or its duly authorized agent, Trafficking in life insurance policies.

- (a) who advertises or holds himself out as a purchaser of life insurance policies or of benefits thereunder, or
- (b) who trafficks or trades in life insurance policies for the purpose of procuring the sale, surrender, transfer, assignment, pledge or hypothecation thereof to himself or any other person,

is guilty of an offence.

170. Any information, document, record, statement or thing, made or disclosed to the Commissioner concerning any person licensed or applying for a licence under this Ordinance is absolutely privileged and shall not be used as evidence in any action or proceeding in any Court brought by or on behalf of such person. Privilege of certain reports, etc.

171. (1) Subject to subsection (2), unless the contract otherwise provides, a violation of any criminal or other law in force in the Territory or elsewhere shall not, *ipso facto*, render unenforceable a claim for indemnity under a contract of insurance except where the violation is committed by the insured, or by another person with the consent of the insured, with intent to bring about loss or damage. Claim for indemnity not rendered unenforceable by violation of criminal or other law.

(2) In the case of a contract of life insurance, subsection (1) applies only in respect of disability insurance undertaken as part of the contract.

CHAP. 1

INSURANCE

PART IX

PENALTIES

Offence and penalty.

172. Any person who contravenes this Ordinance is guilty of an offence and liable upon summary conviction to a fine not exceeding two hundred dollars.

Limitation.

173. Every prosecution for any contravention of this Ordinance shall be commenced within two years of such contravention.

REPEAL

Repeal.

174. *An Ordinance respecting Insurance for the Benefit of Wife and Children*, chapter 47 of the Consolidated Ordinances of 1914, is repealed.

COMING INTO FORCE

Coming into force.

175. This Ordinance shall come into force on the 1st day of May, 1956.

SCHEDULE

PART I

(Section 44)

STATUTORY CONDITIONS

FIRE

MISREPRESENTATION

1. If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.

FORM OF CONTRACT

2. After application for insurance, if the same is in writing, it shall be deemed that any policy sent to the insured is intended to be in accordance with the terms of the application, unless the insurer points out in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.

PROPERTY NOT INSURED

3. Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor vehicles, are not insured.

RISKS NOT COVERED

4. Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say,—

- (a) for loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy;
- (b) for loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power;
- (c) for loss due to the want, within the knowledge of the insured, of good and substantial chimneys; or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or
- (d) for loss of or damage to goods while undergoing any process in or by which the application of fire heat is necessary.

RISKS NOT COVERED EXCEPT BY SPECIAL PERMISSION

5. Unless permission is given by the policy or endorsed thereon, the insurer shall not be liable for loss or damage occurring,—

REPAIRS

- (a) to buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission;

INFLAMMABLE SUBSTANCES

- (b) while illuminating gas or vapour is generated by the insured, or to his knowledge, in the building insured or which contains the property insured, or while there is stored or kept therein by the insured, or to his knowledge, by any person under his control, petroleum, or any liquid product thereof, coal oil, camphene, gasoline, burning fluid, benzine, naphtha, or any of their constituent parts (refined oil for lighting, heating or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite or similar explosives;

CHANGE OF INTEREST

- (c) after the interest of the insured in the subject matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under the *Bankruptcy Act* or to change of title by succession, by operation of law, or by death;

VACANCY

- (d) when the building insured or containing the property insured is, to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.

EXPLOSION AND LIGHTNING

6. The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gas works, whether fire ensues therefrom or not; and loss or damage by fire caused by any other explosion; but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.

MATERIAL CHANGE

7. Any change material to the risk and within the control and knowledge of the insured shall avoid the policy as to the part affected thereby unless the insurer or its local agent is promptly notified in writing of the change; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice pay to the insurer an additional premium, and in default of such payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

OTHER INSURANCE

8. (a) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void;
- (b) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof;
- (c) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable

only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (a) of this condition.

MORTGAGEES AND OTHER PAYEES

9. Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

TERMINATION OF INSURANCE

10. (1) The insurance may be terminated,—

- (a) subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the *pro rata* premium for the expired time;
- (b) if on the cash plan, by the insured giving notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, post office order or postal note or by cheque payable at par and certified by a chartered bank doing business in the Territory. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause (a) of this condition shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

SALVAGE

11. After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to

separate as far as reasonable may be the damaged from the undamaged property, and to notify the insurer of the separation.

INSURANCE ON GOODS MOVED

12. If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; and the insurer will contribute *pro rata* towards any loss or expense connected with such act of salvage, according to the respective interests of the parties.

ENTRY, CONTROL, ABANDONMENT

13. After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

WHO TO MAKE PROOF OF LOSS

14. Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in the case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance money is payable.

REQUIREMENTS AFTER LOSS

15. Any person entitled to claim under this policy shall,—
- (a) forthwith after loss give notice in writing to the insurer;
 - (b) deliver, as soon thereafter as practicable, a particular account of the loss;
 - (c) furnish therewith a statutory declaration declaring;—
 - (i) that the account is just and true;
 - (ii) when and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes;
 - (iii) that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;
 - (iv) the amount of other insurances and names of other insurers;
 - (v) all liens and encumbrances on the property insured;
 - (vi) the place where the property insured, if moveable, was deposited at the time of the fire;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.

FRAUD

16. Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

ARBITRATION

17. If any difference arises as to the value of the property insured, the property saved or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer, shall whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a judge of the Court; and such reference shall be subject to the provisions of the *Arbitration Ordinance*; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.

WHEN LOSS PAYABLE

18. The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

REPLACEMENT

19. The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild or replace the property within thirty days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.

ACTION

20. Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

AGENCY

21. Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.

WAIVER OF CONDITION

22. No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

NOTICE

23. Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Territory or delivered or sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

SUBROGATION

24. The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

FORM A

(Section 50)

PROOF OF LOSS

Policy No. Amount of Policy \$

To Insurance Company.

By your Policy of Insurance No..... issued at your

..... Agency, dated the

day of..... and expiring the..... day of

..... at 12 o'clock noon, you insured

.....
 against loss or damage by fire, to the amount of.....
 dollars according to the terms and conditions printed therein
 N.B.—(Give particulars of the material loss sustained and
 the value thereof as follows): A particular account of the
 loss is attached hereto and marked Exhibit A, and forms
 part of this proof and the ACTUAL CASH VALUE of each
 specific subject thus situated and described by the aforesaid
 policy at the time of loss, and the ACTUAL LOSS and
 DAMAGE by said fire to same as shown by the particular
 account attached hereto were as follows:

1st Item of Policy	Sound	Total	Total	Amount	Claimed
2nd Item of Policy	value	loss	Insur-	named in	under
3rd Item of Policy			ance	this	this
4th Item of Policy				policy	policy
5th Item of Policy					

TOTAL

Total amount claimed of this company under above named
 policy \$.....

The said account is just and true.

The said property was (damaged or destroyed) by fire at or
 about o'clockm. on the day of

.....19....., and was then occupied as.....

The fire to the best of my knowledge and belief was caused by

The loss did not occur nor was the fire caused through any wilful act or neglect or the procurement, means or connivance of the insured.

The amount of other insurances and the names of other insuring companies were as follows:

Name of Company

Amount of Insurance

The property described in the said policy belonged at the time of the fire hereinafter mentioned, to and no other person or persons had any interest therein except as follows:

Name of Person

Name and extent of interest, lien or encumbrance.....

The moveable property insured was deposited in..... at the time of the fire.

I,do solemnly declare that the foregoing claims and statements are to the best of my knowledge and belief true in every particular, and I make this solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

Declared before me at
this day of
.....
A Commissioner for Oaths for the Yukon Territory. } (Insured)

SCHEDULE

PART II
(Section 118)

STATUTORY CONDITIONS
AUTOMOBILE

MATERIAL CHANGE IN RISK

In these statutory conditions, unless the context otherwise requires, the word "insured" means a person insured by the policy, whether named or not.

1. (a) The insured named in the policy shall promptly notify the insurer, or its local agent, in writing, of any change in the risk material to the contract and within his knowledge.

(b) Without restricting the generality of the foregoing the words "change in the risk material to the contract" shall include,—

Sale.—

- (i) any change in the insurable interest of the insured named in the policy in the automobile, by sale, assignment or otherwise, except through change of title by succession, death or proceedings under The Bankruptcy Act; and in cases other than motor vehicle liability policies;

Mortgage or Lien,—

- (ii) any mortgage, lien or encumbrance affecting the automobile after the application for the policy;

Other Insurance,—

- (iii) any other insurance of the same interest, whether valid or not, covering loss or damage insured by the policy or any portion thereof.

PROHIBITED USE

2. (1) The insured shall not drive or operate the automobile, —

- (a) whilst under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile; or
 - (b) unless he is for the time being either authorized by law or qualified to drive or operate the automobile, or while he is under the age of sixteen years or under such other age as is prescribed by the law of the province or Territory where he resides at the time the policy is issued; or
 - (c) for any illicit or prohibited trade or transportation; or
 - (d) in any race or speed test.
- (2) The insured shall not permit, suffer, allow or connive at the use of the automobile,—
- (a) by any person under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile; or
 - (b) by any person, unless such person is for the time being either authorized by law or qualified to drive or operate the automobile, or while such person is under the age of sixteen years or under such other age as is prescribed by law; or
 - (c) for any illicit or prohibited trade or transportation; or
 - (d) in any race or speed test.

USES PROHIBITED WITHOUT PERMISSION

3. Unless permission is expressly given by an indorsement of the policy and in consideration of an additional stated premium, the automobile shall not be rented or leased nor shall it be used,—

- (a) to carry explosives; or
- (b) as a taxicab, public omnibus, livery, jitney or sight-seeing conveyance or for carrying passengers for compensation or hire.

4. In the case of indemnity afforded by motor vehicle liability policies, the automobile shall not be used for the towing of a trailer owned or hired by the insured that is not covered by like indemnity by the insurer; nor shall a trailer so covered by the policy be towed by an automobile owned or hired by the insured that is not covered by like indemnity by the insurer.

5. In cases other than motor vehicle liability policies the insurer shall not be liable for loss or damage that is caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by operations of armed forces while engaged in hostilities, whether war be declared or not, or by civil commotion arising from any of the foregoing, unless the policy or an endorsement thereon expressly provides otherwise.

INSURED TO GIVE NOTICE OF ACCIDENT AND CLAIM

6. (1) The insured shall promptly give to the insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property, and of any claim made on account of accident; shall verify by affidavit or statutory declaration, if required by the insurer, that the claim arises out of the operation or use of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured by the policy; and shall forward immediately to the insurer every writ, letter, document or advice received by him from or on behalf of the claimant.

CO-OPERATION OF INSURED AND INSURER IN CLAIM SETTLEMENT

(2) The insured shall not voluntarily assume any liability or settle any claim except at his own cost. The insured shall not interfere in any negotiations for settlement or in any legal proceeding, but, whenever requested by the insurer, shall aid in securing information and evidence and the attendance of any witness, and shall co-operate with the insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

LOSS OR DAMAGE TO THE AUTOMOBILE

7. (1) Upon the occurrence of loss of or damage to the automobile, the insured shall, if the loss or damage is covered by this policy,—

- (a) forthwith give notice thereof, in writing, to the insurer, with fullest information obtainable at the time and shall, at the expense of the insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and any such further loss or damage accruing directly or indirectly from a failure to protect shall not be recoverable hereunder. No repairs shall be undertaken or any physical evidence of the loss or damage removed without the written consent of the insurer, except such repairs as are immediately necessary for the protection of the automobile from further loss or damage; or until the insurer has had a reasonable time to make the examination provided for in statutory condition 9;
- (b) deliver to the insurer, within ninety days of the date of the loss or damage, a statutory declaration stating so far as the insured knows or believes, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile, and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the insured.

EXAMINATION OF INSURED

(2) The insured shall submit to examination under oath, and shall produce for examination, at such reasonable place as is designated by the insurer or its representative, all documents in his possession or control which relate to the matters in question, and shall permit extracts and copies thereof to be made.

INSURER LIABLE FOR CASH VALUE OF AUTOMOBILE

(3) The insurer shall not be liable beyond the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to the actual cash value with proper deduction for

depreciation, however caused, and shall in no event exceed what it would cost to repair or replace the automobile or any part thereof with material of like kind and quality; provided that in the event of any part of the automobile being obsolete and out of stock, the liability of the insurer in respect thereof shall be limited to the value of the part at the time of loss or damage not exceeding the maker's last list price.

(4) Except where an appraisal has been had, the insurer instead of making payment may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality, giving written notice of its intention so to do within seven days after the receipt of the proofs of loss; but there can be no abandonment of the automobile to the insurer without its consent; in the event of the insurer exercising such option, the salvage, if any, shall revert to it.

IN CASE OF DISAGREEMENT

(5) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, such questions shall be determined by appraisers before recovery can be had hereunder, whether the right to recover on the policy is disputed or not, and independently of all other questions.

APPRAISAL

(6) The insured and the insurer shall each select one appraiser, and the two so chosen shall then select a disinterested umpire. Thereafter the two appraisers together shall estimate or appraise the loss or damage, stating separately sound value and damage, or determine the adequacy of such repairs or replacements, and, failing to agree, shall submit their differences to the umpire.

APPOINTMENT OF APPRAISERS

(7) In case either party fails to name an appraiser within seven clear days after being served with written notice so to do, or in case the appraisers fail to agree upon an umpire within fifteen days after their appointment, or in case an appraiser or umpire refuses to act or is incapable of acting,

or dies, a judge of the Territorial Court may appoint such appraiser or umpire on the application of the insured or of the insurer.

AWARD

(8) An award in writing of the two appraisers, or of one appraiser and the umpire, shall determine the nature and extent or adequacy of the repairs and replacements made or required, or the amount of loss or damage.

COST OF APPRAISAL

(9) Each party shall pay the appraiser selected by him, and shall bear equally the other expenses of the appraisal and of the umpire.

WAIVER

8. Neither the insurer nor the insured shall be deemed to have waived any term or condition of this policy by any act relating to the appraisal or to the delivery and completion of proofs of loss, or to the investigation or adjustment of the claim.

INSPECTION OF AUTOMOBILE

9. The insurer shall be permitted at all reasonable times to inspect the automobile and its equipment.

TIME AND MANNER OF PAYMENT OF INSURANCE MONEY

10. (1) An insurer shall pay the insurance money for which it is liable under a contract within sixty days after the proof of loss has been received by it, or, where an appraisal is had under statutory condition 7, within fifteen days after the award is rendered by the appraisers.

WHEN ACTION MAY BE BROUGHT

(2) The insured may not bring an action to recover the amount of a claim under the policy unless the requirements of statutory conditions 6 and 7 are complied with nor until the amount of the loss has been ascertained as therein provided, or by a judgment against the insured after trial of the issue, or by agreement between the parties with the written consent of the insurer.

LIMITATION OF ACTIONS

(3) Every action or proceeding against an insurer under a contract in respect of loss or damage to the automobile shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property shall be commenced within one year next after the cause of action arose, and not afterwards.

WHO MAY GIVE NOTICE AND PROOFS OF CLAIM

11. Notice of claim may be given and proof of claim may be made by the agent of the insured named in the policy in case of absence or inability of such insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for, or in the like case, or if such insured refuses to do so, by a person to whom any part of the insurance money is payable.

CANCELLATION

12. (1) The policy may be cancelled at any time at the request of the insured named therein, and the insurer shall, upon surrender of the policy, refund the excess of paid premium above the customary short rate premium for the time the policy has been in force.

(2) This policy may be cancelled at any time by the insurer giving to the insured named in the policy fifteen days' notice in writing of cancellation by registered post, whether registered within or without Canada, or five days' notice of cancellation personally delivered, and refunding the excess of paid premium beyond the pro rata premium for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such repayment shall accompany the notice, and in such case the fifteen days above mentioned shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

(3) In this condition the expression "paid premium" means premium actually paid by the insured to the insurer or its agent, and does not include any premium or part thereof paid to the insurer by an agent unless actually paid to the agent by the insured.

NOTICE

13. Any written notice to the insurer may be delivered at or sent by registered post to the agency from which the insurance was purchased or to the chief agency or head office of the insurer in Canada. Written notice may be given to the insured named in the policy by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any from which the application was received. In this condition the expression "registered" shall mean registered within or without Canada.

SCHEDULE

PART III
(Section 147)

STATUTORY CONDITIONS
ACCIDENT AND SICKNESS

THE CONTRACT

1. This policy, including the endorsements and attached papers, if any, contains the entire contract of insurance except as it may be modified by the insurer's classification of risks and premium rates as provided by condition 3.

MATERIAL FACTS

2. All statements made by the insured upon the application for this policy shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used in defence of a claim under this policy unless it is contained in the written application for the policy and unless a copy of the application, or such part thereof as is material to the contract, indorsed upon or attached to the policy when issued.

CHANGE TO MORE HAZARDOUS OCCUPATION

3. If a bodily injury or any sickness insured against happens to the insured while engaged temporarily or permanently in an occupation classified as more hazardous than that stated herein to be the occupation of the insured, the liability under this policy shall be limited to such amount as the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates of the insurer, provided that the performance of ordinary duties about his residence or while engaged in recreation shall not be regarded as a change of occupation by the insured.

CHANGE TO LESS HAZARDOUS OCCUPATION

4. If the insured shall, at any time, change his occupation either temporarily or permanently to an occupation classified by the insurer as less hazardous than that stated in the policy to be the occupation of the insured, the insurer shall upon written request of the insured and surrender of this

policy, issue a policy for the unexpired term at the lower rate of premium applicable to such less hazardous occupation, and the insurer shall return to the insured the amount by which the unearned premium on the original policy exceeds the premium charged at such lower rate for the unexpired term.

COMMENCEMENT OF CONTRACT

5. Unless otherwise specifically stated in this policy, the insurer is not liable for any loss occasioned by sickness contracted by the insured within fifteen days from noon, standard time, of the day on which the policy comes into force.

LIMITED LIABILITY OF INSURER

6. If the accident or sickness benefits for loss of time secured hereunder, together with the accident or sickness benefits payable under other contracts of insurance upon the person of the insured, make up an aggregate indemnity in excess of the money value of the time of the insured, the insurer shall be liable only for such proportion of the benefits stated in this policy as the money value of the time of the insured bears to the aggregate of the benefits payable under all such contracts on the person of the insured, and the excess premium, if any, paid by the insured shall be returned to him by the insurer.

NOTICE TO INSURER

7. Any written notice to the insurer may be delivered at or sent by registered post to the agency from which the insurance was purchased or to the chief agency or head office of the insurer in Canada or delivered or sent to any authorized agent of the insurer therein.

NOTICE TO INSURED

8. Any written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or where not notified and the address is not known, addressed to him at the agency, if any at which the application was received.

TERMINATION BY INSURER

9. The insurance may be terminated by the insurer at any time by giving to the insured ten days' notice of cancellation by registered mail or five days' notice of cancellation personally delivered to the insured and refunding in either case the excess of paid premium beyond the pro rata premium for the expired time.

TERMINATION BY INSURED

10. The insurance may be terminated by the insured at any time by giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of paid premium beyond the customary short rate for the expired time.

REPAYMENT OF EXCESS PREMIUM

11. In the case of the termination of the insurance by the insurer, repayment of the excess premium may be made in money, by post office order, postal note or cheque payable at par, certified by a chartered bank doing business in the Territory. If the notice is given by registered letter, such repayment shall accompany the notice, and, in such case, the ten days mentioned in condition 9 shall commence to run from the day following the receipt of a registered letter at the post office to which it is addressed.

NOTICE AND PROOF OF CLAIM

12. Any person entitled to make a claim under this policy shall:

- (a) give notice of claim in writing to the insurer not later than thirty days from the date of the accident or from the date of the commencement of disability from sickness; provided that failure to give notice shall not invalidate the claim if it is shown that it was not reasonably possible to give such notice within such time, and that notice was given as soon as was reasonably possible;
- (b) furnish to the insurer such proof of claim as is reasonably possible in the circumstances of the happening of the accident or sickness and the loss occasioned thereby, within ninety days after the happening

of the accident, or, in the case of sickness, within ninety days after the date of commencement of the period of disability from sickness for which the insurer is liable;

- (c) if so required by the insurer, furnish a certificate from a licensed medical practitioner as to the cause and nature of the accident or sickness for which the claim is made and as to duration of the disability caused thereby.

INSURER TO FURNISH FORMS FOR PROOF OF CLAIM

13. The insurer, shall, upon receiving notice of accident or sickness, furnish to the claimant such forms as are usually furnished by it for proofs of claim, and if such forms are not so furnished within fifteen days after receipt of such notice, the claimant shall be deemed to have complied with the requirements of the policy as to proof of claim if he submits, within the time fixed in this policy for filing such proofs, a written statement of the happening and character of the accident or sickness and of the extent of the loss for which the claim was made.

RIGHT OF EXAMINATION

14. The insurer shall have the right, and the claimant shall afford to the insurer an opportunity, to examine the person of the insured when and as often as it may reasonably require while the claim hereunder is pending, and also, in the case of death of the insured, to make an autopsy subject to any law of the Territory relating to autopsies.

CLAIMANT OTHER THAN BENEFICIARY

15. Any claim made under this policy by a claimant other than the beneficiary named in the policy shall be subject to proof of the interest of the claimant.

WHO MAY GIVE NOTICE AND PROOFS OF CLAIM

16. Notice of claim may be given and proofs of claim may be made by the agent of the insured, or of the beneficiary, in case of the absence of the insured or beneficiary, or in case of inability of the insured or the beneficiary to give the notice

or make the proof, such absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

WHEN MONEYS OTHER THAN FOR DISABILITY PAYABLE

17. All moneys payable under this policy for loss other than that of time on account of disability shall be paid within sixty days after the receipt of proofs of claim.

WHEN INDEMNITY ON ACCOUNT OF DISABILITY PAYABLE

18. The indemnity for loss of time on account of disability shall be paid within thirty days after proof of claim and, as long as the insurer remains liable for the disability, at the expiration of every succeeding sixty days; provided that the insurer may, in case the disability continues, require proof thereof for each such period of sixty days, which proof shall be furnished within ninety days after the termination of each period in respect of which the claim is made.

RIGHT OF INSURED TO ALTER POLICY

19. Where moneys are payable under this policy upon the death of the insured by accident, the insured may from time to time, designate a beneficiary, appoint, appropriate or apportion such moneys and alter or revoke any prior designation, appointment, appropriation or apportionment.

WAIVER

20. The insurer shall not be deemed to have waived any condition of this policy, either in whole or in part, unless the waiver is clearly expressed in writing, signed by the insurer.

LIMITATION OF ACTIONS

21. Any action or proceedings against the insurer for the recovery of any claim under this policy shall be commenced within one year after the cause of action arose.

CHAPTER 2

ORDINANCES OF YUKON TERRITORY
1956 (First Session)

AN ORDINANCE RESPECTING THE
PROTECTION OF FORESTS

(Assented to April 10, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows :

SHORT TITLE

Short title. 1. This Ordinance may be cited as the *Forest Protection Ordinance*.

INTERPRETATION

- Definitions. 2. In this Ordinance,
- "Closed area". (a) "closed area" means an area in respect of which an order under section 15 is in effect ;
- "Fire season". (b) "fire season" means the period during which the setting out, starting, or kindling of fires is restricted under this Ordinance ;
- "Engine". (c) "engine" means any railway locomotive, traction engine, logging, stationary or portable engine or other power producing plant or similar device ;
- "Forest area". (d) "forest area" means any uncultivated land that by reason of the existence of trees, grass or other vegetation thereon, possesses economic, recreational, wild-life or other value, and includes any ditch, flume, highway, road or trail, or right of way for a telephone, telegraph, power or pipe line running on or adjacent to such uncultivated land ;
- "Forest officer". (e) "forest officer" means
- (i) a person appointed to be a forest officer under section 4, or
 - (ii) a member of the Royal Canadian Mounted Police ;

- (f) "inflammable material" includes trees, timber, brush; slash, grass, vegetation, garbage, debris and things of a similar nature; "Inflammable material".
- (g) "owner" when used with respect to land includes any person having any right, title or interest in or to the land whether by use, occupation, registration or otherwise; "Owner".
- (h) "permit" means a valid and subsisting permit issued under section 16; and "Permit".
- (i) "prescribed" means prescribed by the regulations. "Prescribed".

APPLICATION

3. The provisions of this Ordinance shall apply to every municipality as defined in the *Municipal Ordinance*; but the provisions of this Ordinance shall be deemed not to repeal, abrogate or derogate from any municipal by-law. Application to municipalities.

APPOINTMENT, POWERS AND DUTIES OF OFFICERS

4. The Commissioner may appoint a Forest Supervisor and forest officers to carry out the provisions of this Ordinance. Appointment of Forest Supervisor and forest officers.

5. A forest officer appointed under section 4 shall, before entering upon the performance of his duties, take and subscribe to the following oath: Oath of office.

"I,, a forest officer appointed under the *Forest Protection Ordinance*, do solemnly swear that to the best of my ability and judgment I will faithfully, honestly and impartially perform my duties as forest officer according to the true intent and meaning of the *Forest Protection Ordinance* and the regulations made at any time thereunder. So help me God."

6. The Forest Supervisor has all the rights and powers of a forest officer. Rights of Supervisor.

7. Where any person fails to comply with any direction, notice, demand or order made under this Ordinance, the Forest Supervisor may cause it to be carried out by such other person as he may direct. Duties and powers of Forest Supervisor.

Right of officers to enter property and arrest summarily.

- 8. A forest officer may, in carrying out his duties,
 - (a) enter upon or into any lands or premises other than a dwelling house at any time of the day or night, and
 - (b) arrest without warrant any person whom he finds in the act of violating this Ordinance and take him before a magistrate.

LEAVING FIRES

Leaving fires.

- 9. Except with the written permission of a forest officer, no person shall leave the vicinity of a fire that he has set out, started or kindled, other than a fire kindled in a stove, furnace or other device suitably designed and capable of confining it, until he has totally extinguished it.

FIRE SEASON

Fire season

- 10. There shall be a fire season in each year beginning on the first day of May and ending on the thirtieth day of September, except that the fire season may be extended, shortened or designated for one or more additional periods as the Commissioner may prescribe.

No fires during closed season without a permit.

- 11. Subject to section 13, no person shall during the fire season set out, start or kindle any fire for the purpose of clearing land or burning any inflammable material, or for any industrial purpose except pursuant to a permit therefor issued under section 17.

Sites for open fires to be carefully chosen.

- 12. During the fire season a person who sets out, starts or kindles a fire pursuant to a permit shall select a site for the fire as free from inflammable material as possible and exercise every precaution to prevent the fire from spreading.

Fires started in stoves, etc.

- 13. No person acts in contravention of section 11 and 12 by reason only of his starting or kindling and leaving a fire in any stove, furnace or other device designed to confine the fire and suitable for that purpose.

To extinguish fires before leaving them.

- 14. (1) A person who, during the fire season, in or within one-half of a mile from a forest area,
 - (a) uses any explosives, or

(b) throws or drops a burning match, ashes of a pipe, lighted cigarette or cigar or other burning substance, shall totally extinguish the fire of the explosive, match, ashes, cigarette, cigar or other burning substance and any fire caused thereby before leaving the vicinity of the fire.

(2) No person shall, during the fire season, in or within one-half of a mile from a forest area, Requirements for engines.

- (a) operate an engine unless it is equipped with a prescribed fire prevention device for arresting sparks and for preventing the escape of fire or live coals from ash-pans and fire boxes,
- (b) operate a steamboat on any water in the Territory unless it is equipped with a prescribed fire prevention device for arresting sparks,
- (c) burn any wood-waste in any burner or destructor unless it is equipped with a prescribed fire prevention device for arresting sparks, or
- (d) use or operate any engine, steamboat, burner or destructor or conduct any logging or other industrial operations unless he has available and in good operating conditions such tools, pumps, hoses and other fire-fighting equipment as the Forest Supervisor may prescribe.

CLOSED AREAS

15. (1) When the Forest Supervisor considers that the safety of life or property in any area of the Territory is endangered by the hazardous condition of the forest-cover or by fire, he may, by order in writing signed by him, declare the area a closed area and prohibit anything therein that he considers likely to cause or spread fire. Closed areas.

(2) A forest officer may take such emergency action in a closed area as he considers necessary to control and extinguish fire and safeguard life and property. Emergency action to control fire.

(3) Subject to subsection (4), no person shall

- (a) enter or remain in a closed area for the purpose of travelling, camping, fishing or hunting or for any similar purpose, or

No camping, etc., within closed areas without a permit.

- (b) do anything prohibited by an order under subsection (1) in or within one-half of a mile from a forest area in a closed area,

except pursuant to a permit therefor issued under section 16.

Does not apply to prospectors, residents, landowners, etc.

- (4) Subsection (3) does not apply to
 - (a) miners or prospectors while actively engaged in mining or prospecting,
 - (b) permanent residents living within a closed district, or
 - (c) land owners or persons doing anything not prohibited in an order under subsection (1),

and such persons are entitled to free access to and egress from their property or operation in a closed area without securing a permit therefor.

Forest Supervisor may cancel order.

- (5) When, with respect to a closed area established under subsection (1), the Forest Supervisor considers the danger to have abated, he shall, by order in writing signed by him, cancel the order establishing the closed area.

PERMITS

Issue of permits.

16. (1) The Commissioner, the Forest Supervisor or a person authorized in writing by the Forest Supervisor may issue permits authorizing, subject to orders and regulations,

- (a) the use of fire during the fire season for the purpose of clearing land,
- (b) the burning of inflammable material during the fire season,
- (c) the use of fire during the fire season for any industrial purpose, and
- (d) the entry of a closed area and the doing of anything prohibited by an order under subsection (1) of section 15,

for such periods of time and upon such terms and conditions as the Commissioner or the Forest Supervisor may specify in the permit.

(2) Notwithstanding anything contained in this Ordinance, the Commissioner, the Forest Supervisor or a forest officer may, for any cause that he deems sufficient, suspend or cancel any permit.

Cancellation or suspension of permit.

(3) Where a permit has been suspended or cancelled, the holder shall forthwith surrender it to the person who made the order of suspension or cancellation.

Surrender of permit.

OPERATIONS IN FOREST AREAS

17. (1) A person carrying on an operation for the cutting or removal of trees or timber shall, on demand of the Forest Supervisor and in a manner satisfactory to him, dispose of all inflammable material occasioned by or accumulated in the operation.

Operations in forest areas.

(2) A person who, in or within one-half of a mile from a forest area, carries on any lumbering or other operation that occasions or accumulates inflammable material, or the owner of the land on which the inflammable material exists, shall, on demand of the Forest Supervisor, cut down all dead trees and stubs within the area where the inflammable material exists and establish a fire guard, satisfactory to the Forest Supervisor, around the area.

Care required with inflammable materials.

(3) The owner of every camp, mine, sawmill or engine that is situated within one-half of a mile from a forest area shall establish a fire guard, satisfactory to the Forest Supervisor, around the camp, mine, sawmill or engine.

Fire guards.

(4) Every person clearing a right of way for any trail, telephone, telegraph, power or pipe line, road, highway, ditch or flume shall, if directed to do so by the Forest Supervisor, pile, burn or otherwise dispose of all inflammable material on the right of way to the satisfaction of the Forest Supervisor, as rapidly as the clearing progresses and the weather conditions permit, or at such other time as the Forest Supervisor orders.

Clearance of right of way.

(5) No person clearing any land or carrying on any lumbering operation shall fell or permit to be felled any trees or brush in such a manner that the trees or brush fall and remain on land of which he is not the owner.

Not to leave inflammable material on land of others.

Not to leave inflammable material near railway right of way.

(6) Subject to sections 10 and 15, every person who causes an accumulation of inflammable material within three hundred feet of the right of way of any railway shall immediately pile and burn the inflammable material.

Public nuisance.

18. Where the Forest Supervisor considers any inflammable material so dangerous to life or property as to be a public nuisance, he shall so notify in writing the owner of the land on which the inflammable material exists and the owner shall immediately abate the nuisance to the satisfaction of the Forest Supervisor.

FIRE-FIGHTING

Duty to extinguish and report fire.

19. A person who finds that fire exists in or within one-half of a mile from a forest area shall do his utmost to prevent the fire from spreading and to extinguish it and, if someone has not already done so, shall report the fire to the nearest forest officer by the speediest means practicable.

Duty to assist in preventing fire.

20. (1) Where a fire is burning on land on which a person is conducting land clearing, lumbering, industrial, engineering or construction operations, or that he is otherwise occupying, he shall do his utmost to prevent the fire from spreading and to extinguish it, and, at his own expense, shall place his services and the services of any of his employees at the disposal of any forest officer for that purpose.

Operations to be discontinued while fire burning.

(2) No person shall, without the written consent of a forest officer, continue or resume any land clearing, lumbering, industrial, engineering or construction operations on land while a fire is burning thereon.

Assistance may be summoned.

21. (1) Where the Forest Supervisor, forest officer or magistrate considers it necessary, he may employ or summon orally or in writing the assistance of any male person who

(a) is not less than eighteen and not more than sixty years of age, and

(b) is not physically unfit for the purpose, a medical practitioner or a person whose absence would disturb the operation of a railway or an essential transportation, public utility or communication service

for the purpose of controlling or extinguishing fires.

(2) Any person who refuses or neglects to obey a summons given under subsection (1) is guilty of a separate offence for each day that he continues to refuse or neglect to obey the summons during the continuance of the fire and is liable for each offence on summary conviction to a fine not exceeding fifty dollars or to imprisonment for a term not exceeding seven days or to both fine and imprisonment.

Offence for refusing to obey summons.

22. Every person employed in connection with a fire patrol or a forest protection force maintained under this Ordinance may, in carrying out his duties, enter upon or into any lands or premises other than a dwelling house at any time of the day or night.

Right to enter upon lands or premises.

23. No person shall hinder, obstruct or impede the Forest Supervisor or any forest officer or other person in carrying out his duties under this Ordinance and every person shall upon request give any forest officer information as to his name, address, routes to be followed, locations of camps and other information pertaining to the protection of the forest from fire.

Obstructing persons in carrying out duties.

INJURIOUS INSECTS AND DISEASES

24. (1) Where any trees, timber, slash, brush or debris on any land are found to be infested with any species of injurious insect or plant disease, in circumstances that the Forest Supervisor considers constitute a menace to adjacent timber or a dangerous source for the spread of the insect or plant disease, the Forest Supervisor shall give a written notice over his signature to the owner of such land requiring him to dispose of the infested trees, timber, slash, brush or debris and directing him how to do so.

Injurious insects and diseases.

(2) An owner of land shall immediately comply with a notice given to him under subsection (1).

Time for compliance with notice.

NOTICES

25. No person other than the Forest Supervisor or a forest officer shall mark, remove or destroy any notice that is posted by the Forest Supervisor or a forest officer.

Removal of notices.

(a) as a fire warning,

- (b) respecting the ownership of property, or
- (c) for any purpose of this Ordinance.

Service of notice.

26. Any notice or order that is required under this Ordinance to be given to a person in writing is properly given when a copy thereof is personally served on the person to whom it is addressed, or sent by registered mail to the last known address of that person, and posted up in two conspicuous places on any lands affected by it.

REGULATIONS

Regulations.

27. (1) The Commissioner may make orders and regulations for carrying out the purposes and provisions of this Ordinance, and, without limiting the generality of the foregoing, may make orders and regulations.

- (a) respecting the issue of permits under section 16;
- (b) prohibiting the setting out, starting, kindling or spreading of fires in any area of the Territory for such time as he considers necessary, whether in the fire season or otherwise;
- (c) extending, shortening or designating other periods as part of the fire season if he considers there is an unusual danger of forest fire; and
- (d) prescribing the fire prevention devices and the fire-fighting equipment required for any engine, steamboat, burner or destructor and any logging or other industrial operations.

(2) All regulations made under the authority of this section shall be tabled at the session of council next following their enactment.

PENALTIES

General penalty.

28. A person who violates any provision of this Ordinance or the regulations for which violation no further fine or imprisonment is provided in this Ordinance, is guilty of an offence and is liable on summary conviction to a fine not exceeding one thousand dollars or to imprisonment for a term not exceeding two years, or to both fine and imprisonment.

29. Where an information is laid with respect to any violation of paragraphs (a), (b), (c) or (d) of subsection (2) of section 14, a magistrate may prohibit logging or other operations or the further use of the engine, steamboat, burner or destructor involved pending the outcome of the proceedings or until it is equipped with fire prevention devices and fire-fighting equipment satisfactory to the Forest Supervisor.

Where information laid operations may be suspended.

30. In addition to any penalty that may be imposed upon a person on his conviction for an offence under this Ordinance, Her Majesty may, in any court of competent jurisdiction, take proceedings to recover from such person, all expenses incurred by Her Majesty in controlling and extinguishing any fire that originated or resulted by reason of the offence.

Crown may recover expenses caused by an offence.

31. Where any person fails to comply with any direction, notice, demand or order made under this Ordinance and the Forest Supervisor has the direction, notice, demand or order carried out by another person, Her Majesty may, in any court of competent jurisdiction, take proceedings to recover from the person in default all expenses incurred by Her Majesty by reason of such default.

Recovery where person fails to carry out duty.

32. No prosecution for an offence under this Ordinance or the regulations shall be commenced after one year from the date when the offence is alleged to have been committed.

Limitation of time for prosecution.

CIVIL REMEDIES PRESERVED

33. Nothing in this Ordinance limits or interferes with the right of any person to bring and maintain a civil action for damages occasioned by fire.

Civil right to sue not affected.

REPEAL

34. The following Ordinances are repealed:

Repeal.

- (a) The *Forest Protection Ordinance*, chapter 5 of the Ordinances of 1949 (2nd session); and
- (b) *An Ordinance to amend the Forest Protection Ordinance*, chapter 2 of the Ordinances of 1950 (1st session).

CHAPTER 3

ORDINANCES OF YUKON TERRITORY
1956. (First Session)

AN ORDINANCE TO PROVIDE FOR THE FINANCIAL
ADMINISTRATION OF THE GOVERNMENT OF THE
YUKON TERRITORY

(Assented to April 10, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

SHORT TITLE

- Short title. 1. This Ordinance may be cited as the *Financial Administration Ordinance*.

INTERPRETATION

- Definitions. 2. In this Ordinance
- "Appropriation". (a) "appropriation" means any Ordinance of the Commissioner in Council authorizing the payment of money out of the Yukon Consolidated Revenue Fund;
- "Department". (b) "department" means any department of the Government of the Territory;
- "Fiscal year". (c) "fiscal year" means the period from the 1st day of April in one year to the 31st day of March in the next following year;
- "Money". (d) "money" includes negotiable instruments;
- "Negotiable instrument". (e) "negotiable instrument" includes any cheque, draft, travellers cheque, bill of exchange, postal note, money order, postal remittance and any other similar instrument;
- "Public money". (f) "public money" means all money belonging to the Territory received or collected by a public officer in his official capacity or any person authorized to receive or collect such money, and includes

- (i) revenues of the Territory including interest on investments;
 - (ii) money borrowed by the Territory;
 - (iii) money received or collected by or on behalf of the Territory; and
 - (iv) money paid to the Territory for a special purpose;
- (g) "public officer" includes the Commissioner and any person employed in the Public Service of the Territory; and "Public Officer".
- (h) "Yukon Consolidated Revenue Fund" means the Yukon Consolidated Revenue Fund established by the *Yukon Act*. "Yukon consolidated Revenue Fund".

PART I

ORGANIZATION

3. There shall be a department of the Public Service of the Territory called the Department of the Territorial Treasurer over which the Territorial Treasurer appointed by the Commissioner shall preside. Department of the Territorial Treasurer.

4. Subject to any Ordinance and any directions of the Commissioner, the Territorial Treasurer has the management and direction of the Department of the Territorial Treasurer, the management of the Yukon Consolidated Revenue Fund, and the supervision, control and direction of all matters relating to the financial affairs of the Territory not by law assigned to any other public officer. Duties of Territorial Treasurer.

5. Notwithstanding any Ordinance, the Territorial Treasurer is entitled to free access at all convenient times to all files, documents and other records relating to the Territorial Accounts, and he is also entitled to require and receive from members of the Public Service such information, reports and explanations as he may deem necessary for the proper performance of his duties. Access to records.

PART II

PUBLIC MONEY

Payment to
Treasurer.

6. (1) Subject to this Part, all public money shall be paid to the Territorial Treasurer and deposited to the credit of the Yukon Consolidated Revenue Fund.

Commissioner
to establish
accounts.

(2) The Commissioner shall establish in the name of Yukon Territory accounts with such chartered banks as he designates for the deposit of public money.

Regulation of
receipt and
collection of
money.

(3) Every person who collects or receives public money shall keep a record of receipts and deposits thereof in such form and manner as the Commissioner may prescribe by regulation.

Public money
shall be paid
to Treasurer.

(4) Every person employed in the collection or management or charged with the receipt of public money and every other person who collects or receives public money shall pay all public moneys coming into his hands to the Territorial Treasurer.

Commissioner
may acquire
securities.

7. (1) The Commissioner may purchase, acquire and hold securities and pay therefor out of the Yukon Consolidated Revenue Fund.

Commissioner
may sell
securities.

(2) Where money has been paid to a public officer for any acquired or held pursuant to subsection (1) and the proceeds of the sales shall be deposited to the credit of the Yukon Consolidated Revenue Fund.

Disposal of
profit or
loss from
securities.

(3) Any net profit resulting in any fiscal year from the purchase, holding or sale of securities pursuant to this section shall be credited to revenues of that fiscal year and any net loss resulting in any fiscal year from such purchase, holding or sale shall be charged to an appropriation for the purpose.

Calculation
of profit or
loss.

(4) For the purposes of subsection (3), the net profit or loss in any fiscal year shall be determined by taking into account realized profits and losses on securities sold, the amortization applicable to the fiscal year of premiums and discounts on securities, and interest applicable to the fiscal year.

8. Where a service is provided by the Territory and the Commissioner is of the opinion that the whole or part of the cost of the service should be borne by the person to whom it is provided, the Commissioner may, subject to the provisions of any Ordinances relating to that service, by regulation prescribe the fee that may be charged for the service.

Fee for services by Territory set by Commissioner.

9. (1) Where money has been paid to a public officer for any purpose in excess of the amount required for that purpose the excess amount so paid may be repaid to the person who paid it or his legal representative.

Disposal of money paid to public officer.

(2) Where money has been paid to a public officer for any purpose and the Commissioner is of the opinion that

Idem.

(a) the purpose for which the money has been paid has not been fulfilled, and

(b) no service has been rendered by or on behalf of the Territory,

the amount so paid may be repaid to the person who paid it or his legal representative.

(3) Where money has been paid to a public officer for any purpose and the Commissioner is of the opinion that the purpose for which the money has been paid has not been fulfilled but that a service has been rendered, the Commissioner shall determine the amount, if any, that is to be retained in respect of any service rendered and the balance, if any, shall be repaid to the person who paid it or his legal representative.

Idem.

(4) Where money paid into the Yukon Consolidated Revenue Fund is not public money the Commissioner may order that the amount so paid be repaid to the person who paid it or his legal representative.

Where money is not public money.

10. Money received for a special purpose and paid into the Yukon Consolidated Revenue Fund may be paid out of the Consolidated Revenue Fund for that purpose.

Money for special purpose.

11. (1) The Commissioner whenever he considers it in the public interest may remit any tax, fee or penalty.

Remission of tax, fee or penalty.

Idem.

(2) A remission pursuant to this section may be total, partial, conditional or unconditional and may be granted

- (a) before, after or pending any suit or proceeding for the recovery of the tax, fee or penalty in respect of which it is granted;
- (b) before or after any payment thereof has been made or enforced by process or execution; and
- (c) in the case of a tax or fee, in any particular case or class of case and before the liability therefor arises.

How remission granted.

(3) A remission pursuant to this section may be granted by

- (a) forbearing to institute a suit or proceeding for the recovery of the tax, fee or penalty in respect of which the remission is granted;
- (b) delaying, staying or discontinuing any suit or proceeding already instituted;
- (c) forbearing to enforce, staying or abandoning any execution or process upon any judgment;
- (d) the entry of satisfaction upon any judgment; or
- (e) repaying any sum of money paid to or recovered by the Territory for the tax, fee or penalty.

Where remission subject to condition.

(4) Where a remission is granted under this section subject to a condition, and the condition is not performed, it may be enforced, or all proceedings may be had as if there had been no remission.

Effect of remission.

(5) A conditional remission, upon performance of the condition, and an unconditional remission, have effect as if the remission was made after the tax, fee or penalty in respect of which it was granted had been sued for and recovered.

Where no remission permitted.

(6) No tax paid on any goods shall be remitted by reason only that after the payment of the tax the goods were lost or destroyed.

Remissions payable out of Y.C.R.F.

(7) Remissions granted under this Ordinances may be paid out of the Yukon Consolidated Revenue Fund.

(8) Where a penalty imposed by any law relating to the revenue has been wholly and unconditionally remitted pursuant to this section, the remission has the effect of a pardon for the offence for which the penalty was incurred, and thereafter the offence has no legal effect prejudicial to the person to whom the remission was granted.

Effect of remission of penalty.

(9) In this section, "tax" includes any tax, impost or toll payable under an Ordinance imposed or authorized to be imposed, and "penalty" includes any forfeiture or pecuniary penalty imposed or authorized to be imposed by any Ordinance for any contravention of the laws relating to the collection of the revenue, or to the management of any public work producing toll or revenue, notwithstanding that part of such forfeiture or penalty is payable to the informer or prosecutor or to any other person.

Tax defined.

12. (1) The Commissioner may delete from the accounts, in whole or in part, any obligation or debt due to the Territory or any claim by the Territory

Deletion from accounts.

- (a) that does not exceed two hundred dollars and has been outstanding for five years or more; or
- (b) that does not exceed five hundred dollars and has been outstanding ten years or more.

(2) The obligations, debts and claims deleted from the Territorial Accounts under this section during any year shall be reported in the Public Accounts for that year.

Report in Public Accounts.

PART III

PUBLIC DISBURSEMENTS

13. No payments shall be made out of the Yukon Consolidated Revenue Fund without the authority of the Commissioner in Council.

No disbursement without authority.

14. All estimates of expenditures submitted to the Council shall be for the services coming in course of payment during the fiscal year.

Estimates shall be for services for fiscal year.

15. (1) Where public money is by any Ordinance appropriated for any purpose or contracted to be paid by the

Authorized expenditures payable by authority of Commissioner directed to Territorial Treasurers.

Commissioner, such public money shall be payable, by authority of the Commissioner directed to the Territorial Treasurer, out of the Yukon Consolidated Revenue Fund, but no payments in excess of the amount of expenditures so authorized shall be made.

Duty to account.

(2) All persons entrusted with the expenditure of public money shall account for it in the manner and form and time as the Commissioner directs.

Accidents.

16. (1) Where an accident happens to any public work or building when the Council is not in session and an expenditure for the repair or renewal thereof is urgently required or where any other matter arises when the Council is not in session in respect of which an expenditure not foreseen or duly provided for by an appropriation ordinance is urgently required for the public good, the Commissioner may authorize payment of the amount required for such expenditure out of the Yukon Consolidated Revenue Fund.

Interim appropriation only.

(2) The authorization of the Commissioner, pursuant to this section, shall be deemed to be an interim appropriation and shall be submitted as a supplementary appropriation bill to the next session of Council.

Allotments.

17. At the commencement of each fiscal year and at such other times as the Commissioner may direct, the Territorial Treasurer shall prepare and submit to the Commissioner, for approval, a division of each appropriation or item into allotments and when approved, the allotments shall not be varied or amended and the expenditures charged to the appropriation shall be limited to the amounts of such allotments, but in essential instances the Commissioner may effect such transfers between allotments as will enable expenditures to be reasonably and expeditiously made in accordance with commitments not exceeding the appropriation as a whole.

Record of commitments.

18. The Territorial Treasurer shall establish and maintain a record of all commitments chargeable to each appropriation.

No charge except upon requisition.

19. (1) No charge shall be made against an appropriation except upon the requisition of the appropriate public officer or head of the department for which the appropriation was

made, or by a person authorized by the Commissioner in writing.

(2) Every requisition for a payment out of the Yukon Consolidated Revenue Fund shall be in such form, accompanied by such documents and certified in such manner as the Commissioner may require. Form of requisition.

(3) The Territorial Treasurer shall reject a requisition if he is of the opinion that the payment Rejection of requisition.

- (a) would not be a lawful charge against the appropriation;
- (b) would result in an expenditure in excess of the appropriation; or
- (c) would reduce the balance available in the appropriation so that it would not be sufficient to meet the commitments charged against it.

(4) The Territorial Treasurer shall transmit to the Commissioner any requisition with respect to which he desires the direction of the Commissioner, and the Commissioner may order that payment be made or refused. Transmission of requisition for directions.

- (5) Where the Territorial Treasurer Appeal to Commissioner.
- (a) declines to make payment;
 - (b) disallows an item in an account; or
 - (c) refuses to give a certificate required by this Ordinance;

the appropriate public officer or head of the department concerned may report the circumstances to the Commissioner for his decision, and the Commissioner may confirm or overrule the action of the Territorial Treasurer and give such directions as are necessary to carry out his decision.

(6) Where, in respect of any contract under which a cost audit is required to be made, the Territorial Treasurer reports that any costs or charges claimed by the contractor should not in his opinion be allowed, such costs or charges shall not be allowed to the contractor unless the Commissioner so directs. Disallowance of costs or charges claimed.

Certificate
required
before pay-
ment made.

20. No payment shall be made for the performance of work or the supply of goods, whether under contract or not, in connection with any part of the public service, unless, in addition to any other voucher or certificate that is required, the appropriate public officer, head of a department or other person authorized by the Commissioner certifies that the work has been performed or the materials supplied, or both, as the case may be, and that the price charged is according to the contract, or if not specified by contract, is reasonable.

Payment
by cheque.

21. (1) Every expenditure of public money shall be by cheque on a chartered bank and such cheque shall be

- (a) verified by signature of the Territorial Treasurer, or in his absence or illness, by an employee of the Department of the Territorial Treasurer appointed by the Commissioner; and
- (b) signed by the Commissioner or an employee appointed by him other than the employee appointed to act in the absence or illness of the Territorial Treasurer.

Examination
of cancelled
cheques.

22. Every cheque drawn against the Yukon Consolidated Revenue Fund, when paid, shall be delivered into the custody of the Commissioner for examination and adjustment with a statement of the cheques issued.

Lapse of
appropriation.

23. The balance of an appropriation granted for a fiscal year that remains unexpended at the end of the fiscal year shall lapse, except that during the thirty days immediately following the end of the fiscal year charges may be made to the appropriation for the purpose of discharging a debt payable

- (a) during or prior to the fiscal year; or
- (b) during the said thirty days for goods received or services rendered prior to the end of the fiscal year and such amounts may be charged in the accounts for the fiscal year.

Accounting
for advances.

24. (1) An advance for which an accounting has not been made at the termination for the fiscal year in which it was made shall be repaid or accounted for within thirty days thereafter or within such additional number of days after

the termination of the fiscal year, not exceeding thirty, as the Commissioner may fix in any particular case or class of case.

(2) The Commissioner may recover any accountable advance or any portion thereof that is not repaid or accounted for as required in subsection (1) out of moneys payable by the Territory to the person to whom the advance was made.

Recovery of accountable advance.

(3) Every accountable advance that is not repaid or accounted for as required by this section shall be reported in the Public Accounts.

Report of advances not repaid or accounted for.

25. An amount received as a refund or repayment of an expenditure or advance and deposited in the Yukon Consolidated Revenue Fund shall be included in the unexpended balance of the appropriation against which it was charged.

Disposal of refunds or repayments.

26. It is a term of every contract providing for the payment of any money by the Territory that payment thereunder is subject to there being an appropriation for the particular service for the fiscal year in which any commitment thereunder would come in course of payment.

Implied term in contracts with Territory.

27. The Commissioner may make regulations

Regulations.

- (a) with respect to conditions under which contracts may be entered into; and
- (b) with respect to the security to be given and in the name of the Commissioner to secure the due performance of contracts.

PART IV

PUBLIC STORES

28. Every department of the Territory shall maintain adequate records of stores and the Commissioner may make rules and give directions governing the acquisition, receipt, custody, issue and control of stores.

Stores records.

29. (1) The Commissioner shall at least once in every two years constitute a Board of Survey to enquire into the state of the stores under the management of a department.

Board of Survey.

Deletion from inventory.

(2) Where a Board of Survey constituted under subsection (1) recommends the deletion from inventory of any obsolete or unserviceable stores or materials or any stores or materials lost or destroyed, the Commissioner may direct the deletion of all or any part of such stores or materials from the inventory.

Statement of inventory.

(3) A statement of all stores and materials deleted from inventories pursuant to subsection (2) shall be included annually in the Public Accounts.

Definition.

30. For the purposes of this part the Commissioner may define the expressions "stores", "materials" and "issues".

PART V

PUBLIC ACCOUNTS

How accounts to be kept.

31. (1) The Territorial Treasurer shall cause accounts to be kept in such a manner as to show

- (a) the expenditures made under and commitments chargeable against each appropriation;
- (b) the revenues of the Territory; and
- (c) the other payments into and out of the Yukon Consolidated Revenue Fund.

(2) The Territorial Treasurer

- (a) shall cause accounts to be kept to show such of the assets and direct and contingent liabilities of the Territory; and
- (b) by authority of the Commissioner, may establish such reserves with respect to the assets and liabilities;

as are required to give a true and fair view of the financial position of the Territory.

Annual revenues.

32. Only public moneys applicable to the current fiscal year or prior fiscal years shall be included in the annual revenues of the current fiscal year.

Annual report.

33. (1) An annual report called the Public Accounts shall be laid before the Council by the Commissioner on or before

the 31st day of December, or if Council is not then in session, at the next ensuing session thereof.

(2) The Public Accounts shall be in such form as the Commissioner may direct. Form of Public Accounts.

PART VI

CIVIL LIABILITY AND OFFENCES

34. (1) Whenever the Commissioner has reason to believe that any person Account-ability for money.

- (a) has received money for the Territory and has not duly paid it over;
- (b) has received money for which he is accountable to the Territory and has not duly accounted for it; or
- (c) has in his hands any public money applicable to any performance and has not duly applied it;

the Commissioner may cause a notice to be served on such person, or his representative in case of his death requiring him within such time from the service of the notice as may be named therein, duly to pay over, account for, or apply such money, as the case may be, and to transmit to the Commissioner proper vouchers that he has done so. Notice.

(2) Where a person has failed to comply with a notice served on him under subsection (1) within the time stated therein, the Commissioner shall state an account between such person and the Territory showing the amount of the money not duly paid over, accounted for or applied, as the case may be, and, in the discretion of the Commissioner, charge interest on the whole or any part thereof at the rate of five per cent per annum from such date as the Commissioner may determine, and in any proceedings for the recovery of such money a copy of the account stated by the Commissioner, certified by him, shall be *prima facie* proof that the amount stated therein, together with interest, is due and payable to the Territory without proof of the signature of the Commissioner or his official character, and without proof thereof, and such amount and interest may be recovered as a debt due to the Territory. Where person fails to comply with notice.

Affidavit.

35. Where it appears

- (a) by the books or accounts kept by or in the office of any person employed in the collection or management of the revenue,
- (b) in any accounting by such person, or
- (c) by his written acknowledgment or confession,

that such person has, by virtue of his office or employment, received money belonging to the Territory and has refused or neglected to pay over such money to the proper persons at the proper times, an affidavit deposing to such facts taken by any other person having knowledge thereof, shall in any proceedings for the recovery of such money be received in evidence and shall be *prima facie* proof of the facts stated therein.

Account-ability for money.

36. Where by reason of any malfeasance, wilful neglect of duty or gross negligence by any person employed in the collecting or receiving any public money, any sum of money is lost to the Territory, such person is accountable for such sum as if he had collected and received it and it may be recovered from him as if he had collected and received it..

Offences and penalty.

37. Every officer or person acting in any office or employment connected with the collection, management or disbursement of public money who

- (a) receives any compensation or award for the performance of any official duty, except as by law prescribed;
- (b) conspires or colludes with any other person to defraud the Territory;
- (c) designedly permits any violation of the law by any other person;
- (d) wilfully makes or signs any false entry in any book or wilfully makes or signs any false certificate or return in any case in which it is his duty to make an entry, certificate or return;
- (e) having knowledge or information of the violation of any revenue law by any person, or of fraud committed by any person against the Territory, under any revenue ordinance of the Territory, fails to report, in writing,

such knowledge or information to his superior officer ;
or

- (f) demands or accepts or attempts to collect, directly or indirectly, as payment or gift or otherwise, any sum of money, or other thing of value, for the compromise, adjustment or settlement of any charge or complaint for any violation or alleged violation of law ;

is guilty of an offence, and is liable on summary conviction Penalty. to a fine not exceeding five hundred dollars, and to imprisonment for a term not exceeding five years.

38. Every person who

Idem.

- (a) promises, offers or gives any bribe to any officer or any person acting in any office or employment connected with the collection, management or disbursement of public money, with intent

(i) to influence his decision or action on any question or matter that is then pending, or may, by law, be brought before him in his official capacity ; or

(ii) to influence such officer or person to commit, or aid or abet in committing any fraud on the revenue, or to connive at, collude in, or allow to permit any opportunity for the commission of any such fraud ; or

- (b) accepts or receives any such bribe ;

is guilty of an offence, and is liable on summary conviction to a fine not exceeding three times the amount so offered or accepted, and to imprisonment for a term not exceeding five years.

39. All books, papers, accounts and documents kept or used by, or received or taken into the possession of any person who is or has been employed in the collection or management of the revenue or in accounting for the revenue by virtue of that employment, shall be deemed to be chattels belonging to the Territory ; and all money or valuable securities received or taken into the possession of any such officer or person by virtue of his employment shall be deemed to be money and valuable securities belonging to the Territory.

Documents
of account,
etc., property
of Territory.

PART VII

MISCELLANEOUS

Retention
of money
by deduction
or set-off.

40. Where, in the opinion of the Commissioner, any person is indebted to the Territory in any specific sum of money, the Commissioner may authorize the Territorial Treasurer to retain by way of deduction or set-off out of any sum of money that may be due and payable by the Territory to such person.

Regulations.

41. The Commissioner may make regulations for carrying the purposes and provisions of this Ordinance into effect.

PART VIII

REPEAL

Repeal.

42. The following enactments are repealed:

- (a) sections 11, 12, 13, 14, 15, 16, 35, 36 and 37 of *The Yukon Territorial Public Service Ordinance*, chapter 76 of the Consolidated Ordinances, 1914; and
- (b) section 36 of the *Interpretation Ordinance*, chapter 1 of the Ordinances of 1954 (3rd session).

43. This Ordinance shall be deemed to have come into force on the first day of April, 1956.



CHAPTER 4

ORDINANCES OF YUKON TERRITORY
1956 (First Session)

AN ORDINANCE RESPECTING THE PUBLIC SERVICE
OF THE YUKON TERRITORY

(Assented to April 10, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

SHORT TITLE

1. This Ordinance may be cited as the *Public Service Ordinance*. Short title.

INTERPRETATION

2. In this Ordinance Definitions.
- (a) "clerk" means an employee in a clerical position in a Department and includes stenographers and typists; "Clerk".
- (b) "Department" means a Department of the Government of the Yukon Territory; "Department".
- (c) "Head" in relation to a Department means a member of the Public Service for the time being having charge of the Department; "Head".
- (d) "officer" means a member of the Public Service holding a senior position in a Department; "Officer".
- (e) "Public Service" means the civil positions and employees in and under the several Departments, but does not include prevailing rate employees not on a full time year round basis. "Public Service".

3. The expression "employee" in this and any other Ordinance includes all persons in the service of the Government of the Yukon Territory. Employee defined.

POWERS AND DUTIES

Duties of Commissioner.

4. The Commissioner has the management and direction of the Public Service.

Duties of employee.

5. Every employee not otherwise excepted by the terms and nature of his employment shall give his full time to the Public Service and shall discharge all duties required of him by the Head of the Department in which he is employed.

Where Department Head absent.

6. Unless otherwise specified by the Commissioner, during the absence of the Head of a Department, the next senior officer or clerk has and shall perform the duties of the Head of the Department.

CLASSIFICATION AND COMPENSATION

Public Service classification.

7. The Public Service shall be classified and compensated in accordance with listings approved by the Commissioner-in-Council.

Rate of compensation.

8. (1) The rate of compensation of an employee upon appointment to a classified position in the Public Service shall be at the minimum rate prescribed for the class, except that where the appointee at the time of his appointment held another position in the Public Service at a rate of compensation above the minimum rate but not above the maximum rate prescribed for the new position, the rate of compensation upon appointment to the new position shall be the same as that received before the new appointment, but if there is no such rate for the new class, then the next higher rate.

Idem.

(2) The rate of compensation of an employee who has not reached the maximum rate of compensation of the class in which he is serving may be increased by the Commissioner if he is satisfied that the employee has rendered meritorious service and has increased his usefulness in the Service; the increase shall be to the next higher rate for the class and the new rate shall become effective at the next quarterly date after the increase is granted by the Commissioner, that is to say, the 1st day of January, April, July or October in any year.

Increase once a year.

(3) Except as otherwise provided by this section no employee shall receive an increase under this section more than once in each year.

9. (1) No payment additional to the salary authorized to be made to a full time member of the Public Service shall be made from the Consolidated Revenue Fund of the Territory. No additional salary may be paid.

(2) All fees, gratuities and emoluments received by a member of the Public Service for services performed during his working hours or while on duty shall be paid to the Territorial Treasurer and deposited to the credit of the Consolidated Revenue Fund of the Territory. Fees paid to Territorial Treasurer.

(3) Nothing in this section is intended to prohibit the payment to any officer, clerk or other employee of a separate annual salary from each of two or more Departments of the Public Service in respect of separate duties performed for each of such Departments if one of such salaries is not sufficient to compensate him for his whole time and if the aggregate of the salaries does not, in the opinion of the Commissioner, exceed reasonable compensation for the discharge of all the duties so performed. Exception.

POSITION LISTS

10. The Commissioner shall prepare and maintain a complete list of the employees in the Public Service consisting of the name, classification, title, salary and Department of each person appointed to or removed from the Service and of each employee in the Service whose status as to position or salary is charged. Position Lists.

APPOINTMENTS AND EXAMINATIONS, ETC.

APPOINTMENT

11. The Commissioner may appoint or promote any employee to a position in the Public Service, but all appointments of, or promotions to Head of Department shall be subject to confirmation by the Commissioner-in-Council. Appointment or promotion by Commissioner.

12. Every Head of Department shall notify the Commissioner of every vacancy in any position in his Department immediately after the vacancy occurs, and when such vacancy is to be filled the Head of the Department shall request the Commissioner to make an appointment. Notification of vacancy.

PROBATION

Probation. 13. (1) The Commissioner may place any person appointed or promoted to a position in the Public Service on a term of probation and may extend such term of probation to a period not exceeding six months from the date of appointment or promotion.

Rejection. (2) Where a person is rejected after a term of probation the Commissioner shall thereupon appoint or promote another person to take the place of the one rejected and shall decide whether the rejected person shall be considered as unfit for the service generally or whether he shall be allowed a trial in some other position in the Public Service.

Probationary term. (3) After a person has served in a position for the probationary term of six months he shall be deemed to be appointed to such position.

EXAMINATIONS

Examinations. 14. (1) Competitive examinations shall be held by the Commissioner to establish tests of persons eligible for appointment.

Idem. (2) Examinations shall be of a character as to fairly test and determine the relative fitness of candidates to perform the duties of the class to which they seek to be appointed and such examinations may be written or oral or in the form of a demonstration of skill or any combination thereof.

Idem. (3) The Commissioner may in determining the fitness of a candidate have regard to the training and experience of the candidate and may employ any test of technical knowledge, manual skill or physical fitness that he deems necessary.

OATHS

Oath in Schedule "A". 15. (1) Every Head of Department, officer, clerk or other employee in the Public Service shall, before any salary is paid him, take and subscribe the oath of allegiance and the oath set out in Schedule "A".

Register of Oaths. (2) The Commissioner shall keep a register of the oaths taken and subscribed in accordance with the provisions of this section.

GENERAL CONDITIONS OF SERVICE

HOURS OF ATTENDANCE

16. The Commissioner shall by regulation prescribe working hours for each portion of the Public Service and there shall be kept and used a book, system or device approved by the Commissioner for preserving a record of the attendance of the employees. Attendance.

HOLIDAYS

17. The following days and none other shall be the holidays to be observed in and by the Public Service: Holidays.

- (a) Sundays;
- (b) New Year's Day;
- (c) Good Friday;
- (d) Easter Monday;
- (e) Victoria Day;
- (f) the birthday of the reigning Sovereign or the day fixed by proclamation by the Governor-in-Council for the celebration thereof;
- (g) Dominion Day;
- (h) Discovery Day;
- (i) Labour Day;
- (j) Remembrance Day;
- (k) Christmas Day; and
- (l) any day appointed by proclamation by the Governor-in-Council to be observed as a general feast or thanksgiving or as a holiday.

LEAVE OF ABSENCE

18. (1) The Head of Department may grant to each officer, clerk or other employee under his direction leave of absence for the purpose of vacation for a period not exceeding one and one-half days for each month of completed service and not exceeding eighteen days in any one fiscal year, exclusive of Sundays and holidays. Leave of absence.

Annual leave. (2) Every Head of Department shall take annual leave at such time during the year as the Commissioner determines.

Idem. (3) The earned but unused vacation leave of one fiscal year may be carried forward and added to the vacation leave of the succeeding fiscal year, except that in no case shall more than the accumulated annual vacation leave earned in two immediately preceding fiscal years be carried forward to the next year.

Sick leave. 19. (1) Sick leave credit may accumulate at the rate of one and one-half days for each month of continuous service, the deduction therefrom being made for any period of sick leave that is granted with pay, and when the sick leave credit is exhausted, no further paid leave may be allowed.

Evidence required for sick leave. (2) Sick leave may be granted only on the production of satisfactory evidence of the inability of the employee to perform his duties in the form of a written declaration from the employee where the absence has not exceeded three days and a certificate from a qualified medical practitioner where the absence has exceeded three days, such certificate to be submitted within seven days of the commencement of absence.

Sick leave reviewed. (3) Sick leave with pay, within the limits laid down in subsection (1), shall be reviewed by the Commissioner after two continuous months and thereafter at the end of each succeeding month of continuous absence.

Leave of absence for injury. 20. (1) Subject to subsections (2) and (3), leave of absence with pay may be granted by the Commissioner to any employee on account of injury accidentally received in the performance of his duties and not caused by negligence on the employee's part, if application for such leave is properly supported by a certificate from a qualified medical practitioner.

Temporary disability. (2) Where an award for temporary disability is made to the employee in connection with any injury referred to in this section under the provisions of the *Workmen's Compensation Ordinance*, the employee is not entitled to salary in the amount of such award.

(3) When a judgment or settlement is obtained by an employee against a person other than his employer, allowing damage for any injury referred to in this section the amount received other than for permanent disability by the employee thereunder in excess of the actual medical, surgical, hospital or other expenses incurred (as established by accounts submitted to the Commissioner) but not exceeding the amount received by the employee as salary shall be refunded by the employee to the Consolidated Revenue Fund or deducted from instalments of his future salary.

Where employee obtains redress for injury.

SPECIAL LEAVE

21. Special leave with pay may be granted by the Head of Department to employees who have the necessary special leave credit, for certain designated causes such as illness in the family, death in the family or any similar causes, but not continuously in excess of six days except with the approval of the Commissioner.

Special leave.

22. (1) Special leave credit may accumulate at the rate of one-half day for each completed month of continuous service up to a maximum of thirty days, deduction therefrom being made for any period of paid special leave, but where the leave credit is thus reduced it may again commence to accumulate until the maximum of thirty days is reached, except that no employee shall at any time have more than thirty days special leave to his credit.

Accumulation of special leave.

(2) Special leave with pay may be granted only on the production of a written application from the employee, setting forth in detail the reasons why he considers that paid leave should be allowed and supported by such evidence as the departmental head may require, except that in all cases of illness in family in excess of one day, a medical certificate shall be furnished.

Application for special leave.

(3) Causes for which special leave may be allowed shall be designated by the Commissioner and communicated to the Departments.

Causes for special leave.

23. (1) Casual absences, that is to say, leave for periods of three days' duration or less, shall not be allowed with pay in excess of nine days in any fiscal year.

Casual absences.

Idem.

(2) Where the nine days casual absence is exceeded, leave with pay shall not be allowed to an employee for such absences unless

- (a) he produces a medical certificate justifying such absences; or
- (b) pursuant to his request in writing, such absences are charged to his annual leave credit.

Leave during first six months.

24. Except in respect of sick leave or special leave imposed by quarantine no employee shall be granted leave with pay of any kind during the first six months of service but leave credits shall accumulate during such period.

Absence without leave.

25. When any employee is absent from duty without leave his salary for each day of such absence shall be deducted from his monthly salary.

CASH GRATUITY ON RETIREMENT

Cash gratuity on retirement.

26. (1) A cash gratuity may be granted to an employee who is being retired but such grant may not in any case exceed the maximum cash gratuity specified hereunder, nor shall it in any case exceed the salary applicable to the unexpended portion of the employee's accrued sick leave and special leave.

MAXIMUM CASH GRATUITY
EMPLOYEES RETIRED BY REASON OF AGE OR
ILL HEALTH OR LAID OFF

Years of Service	Cash Gratuity in Months
5 and under 10	1
10 and under 15	2
15 and under 20	3
20 and under 25	4
25 and under 30	5
30 and over	6

Idem.

(2) A cash gratuity shall consist of salary at the rate in effect on the employee's last day of active duty for the period indicated.

(3) A cash gratuity shall be based on continuous service uninterrupted by any period of retiring leave. Idem.

(4) A cash gratuity, under this section, shall not be granted to an employee whose service is terminated because of inefficiency or misconduct, or to a female employee who resigns for the purpose of getting married or is laid off in order that she may get married. Exceptions.

27. An employee retired for any reason except age or ill health is entitled to receive as a gratuity the unexpired portion of his accrued sick leave as the rate in effect on his last day of active duty but such gratuity shall not exceed twelve working days. Accrued sick leave.

PROMOTIONS

28. (1) Promotion is a change from one class to another with a higher maximum compensation; vacancies shall be filled, as far as is consistent with the best interests of the Public Service, by promotion. Promotion defined.

(2) Promotion shall be made for merit by the Commissioner upon such examination, reports, tests, records, ratings or recommendation as he prescribes. Promotion by merit.

TRANSFERS

29. The Commissioner may transfer employees within any Department or any position of the Public Service but where such transfer requires a change of residence the concurrence of the head of the household of the employee shall be obtained before such transfer is made. Transfer of employees.

SUSPENSION AND DISMISSAL

30. (1) The Head of a Department, and in respect of officers, clerks or other employees employed in a remote district, any officer authorized in that behalf by the Commissioner, may, Suspension of employees.

(a) suspend from the performance of his duty any officer, clerk or other employee guilty of misconduct or negligence in the performance of his duties, and

(b) remove such suspension,

but no person shall be paid any salary or pay for the time or any part of the time during which he was under suspension, unless the Commissioner is of the opinion that the suspension was unjust or made in error or that the punishment inflicted was too severe.

Report of suspension.

(2) All cases of suspension, with the reasons therefor, shall be forthwith reported in writing by the person ordering same, to the Commissioner.

Commissioner may dismiss or suspend.

31. (1) The Commissioner may dismiss or suspend any Head of a Department, officer, clerk or other employee of the Public Service.

Report by Commissioner to Council.

(2) Where a Head of a Department is dismissed or suspended from office, the Commissioner shall report the matter to the Council at its next session.

ABOLITION OF POSITION

Abolition of position.

32. An employee holding a permanent position that is to be abolished or that is no longer required may be laid off and his salary discontinued or reduced to the requirements of another and vacant position for which he is qualified, but his name shall be placed on the list of persons eligible for the class of position from which he was laid off or for any other position for which he may have qualified.

POLITICAL PARTISANSHIP

Political partisanship.

33. (1) No Head of Department, officer, clerk or other employee of the Public Service shall be debarred from voting at any Territorial election, if under the laws governing the said election he has the right to vote; but no such Head of Department, officer, clerk or employee shall engage in partisan work in connection with any such election, or contribute, receive or in any way deal with any money for any party or candidate funds.

Dismissal.

(2) Any person violating any of the provisions of this section shall be dismissed from the Public Service.

GRATUITY ON DEATH

Gratuity on death.

34. When a person dies while in the Public Service, after having been at least two continuous years therein, an amount equal to one month's salary shall be paid to his widow or to

such person as the Commissioner determines, in addition to any payment for accumulative annual leave in excess of the amount payable for the balance of the month following the date of the employee's death.

REPEAL

35. The following enactments are repealed:

Repeal.

- (i) *The Public Service Ordinance*, chapter 76 of the Consolidated Ordinances, 1914;
- (ii) *An Ordinance to Amend the Public Service Ordinance*, Chapter 21 of the Ordinances of 1947;
- (iii) *An Ordinance to Amend the Public Service Ordinance*, chapter 12 of the Ordinances of 1949 (1st session);
- (iv) *An Ordinance to Amend the Public Service Ordinance*, chapter 7 of the Ordinances of 1950 (1st session);
- (v) *An Ordinance to Amend the Public Service Ordinance*, chapter 5 of the Ordinances of 1951 (2nd session);
- (vi) *An Ordinance to Amend the Public Service Ordinance*, chapter 1 of the Ordinances of 1952 (2nd session);
- (vii) *An Ordinance to Amend the Public Service Ordinance*, chapter 3 of the Ordinances of 1953 (1st session);
- (viii) *An Ordinance to Amend the Public Service Ordinance*, chapter 40 of the Ordinances of 1954 (3rd session);
and
- (ix) *An Ordinance to Amend the Public Service Ordinance*, chapter 25 of the Ordinances of 1955 (3rd session).

SCHEDULE A

OATH OF OFFICE AND SECRECY

I, (A.B.) solemnly and sincerely swear that I will faithfully and honestly fulfil the duties that devolve upon me by reason of my employment in the Civil Service and that I will not, without due authority in that behalf, disclose or make known any matter that comes to my knowledge by reason of such employment. So help me God.

CHAPTER 5

ORDINANCES OF YUKON TERRITORY
1956 (First Session)

AN ORDINANCE TO AMEND THE
MUNICIPAL ORDINANCE

(Assented to April 10, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

Section 413
amended.

1. Subsection (1) of section 413 of the *Municipal Ordinance*, chapter 8 of the Ordinances of 1949 (2nd session), is repealed.

CHAPTER 6

ORDINANCES OF YUKON TERRITORY
1956 (First Session)AN ORDINANCE TO AMEND THE WORKMEN'S
COMPENSATION ORDINANCE*(Assented to April 10, 1956.)*

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

1. The *Workmen's Compensation Ordinance*, chapter 12 of the Ordinances of 1952 (2nd session) is amended by adding thereto, immediately after section 6 thereof, the following section:

New
Section 7.

"7. (1) A contractor or subcontractor executing any work in or for the purposes of an industry in schedule 1, carried on by another person, in this section referred to as the principal, and any workmen employed by such contractor or subcontractor, shall be deemed to be the workmen of the principal unless and until such contractor or subcontractor is, in respect of such work, otherwise insured under this Ordinance.

Employers
and con-
tractors.

(2) Where a contractor or subcontractor fails or neglects to insure himself and his workmen under this Ordinance the principal may collect the costs of such insurance from that contractor or subcontractor.

Recovery
of costs.

(3) This section shall come into force on a date to be proclaimed by order of the Commissioner."

Coming into
force.

2. Subsection (4) of section 15 of the said Ordinance is repealed and the following substituted therefor:

Section 15
amended.

"(4) If and when compensation payments have been made to a workman beyond the period of his disability, the amount thereof may be recovered by the employer or insurer as a debt due to him by such workman and, without in any way limiting the employer's or insurer's remedies for recovery, may be set off against any compensation that may be or become payable to him."

Recovery of
unpaid com-
pensation.

Section 16 amended.

3. Subsection (5) of section 16 of the said Ordinance is repealed and the following substituted therefor:

Subrogation.

“(5) Where an accident happens to a workman in the course of his employment entitling him or his dependants to compensation under this Ordinance, and the circumstances thereof are such as to entitle him or his legal personal representative or his dependants to an action against some person other than his employer or another workman of his employer, the employer and insurer are subrogated to all the rights of the workman or his legal personal representative or his dependants as against such other person for the claim of the workman or his legal personal representative or his dependants against such other person for or in respect of the personal injury to or death of the workman.”

Section 20 substituted.

4. Section 20 of the said Ordinance is repealed and the following substituted therefor:

Suspension of compensation.

“20. If an injured workman persists in unsanitary or injurious practices that tend to imperil or retard his recovery or refuses to submit to such medical or surgical treatment as in the opinion of the employer or insurer based upon independent expert medical or surgical advice, is reasonably essential to promote his recovery, the employer or insurer may, with the consent in writing of the Referee, reduce or suspend the compensation of that workman.”

Section 21 amended.

5. Subsection (5) of section 21 of the said Ordinance is repealed and the following substituted therefor:

When employer pays for eye-glasses, etc.

“(5) The employer shall assume the expense of replacement and repair of dentures, eye-glasses, artificial eyes or limbs or hearing aids, broken as a result of an accident arising out of and in the course of employment of the workman.”

CHAPTER 7

ORDINANCES OF YUKON TERRITORY
1956 (First Session)

AN ORDINANCE TO AMEND THE YUKON
GAME ORDINANCE

(Assented to April 10, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

1. Paragraph (p) of subsection (2) of section 4 of the *Yukon Game Ordinance*, chapter 11 of the Ordinances of 1951 (2nd session), is repealed and the following substituted therefore: Section 4 amended.

“(p) Squirrel November 1st to
 March 31st following”

2. (1) Paragraph (a) of subsection (1) of section 8 of the said Ordinance is repealed and the following substituted therefor: Section 8 amended.

“(a) For the holder of a resident hunting licence: one moose, one mountain sheep, one mountain goat, and two caribou.”

(2) Subsection (2) of section 8 of the said Ordinance is repealed and the following substituted therefor:

“(2) No person shall at any time hunt, trap, take, wound or kill or have in his possession the whole or any part of Hunting of certain animals prohibited.

(a) any moose, caribou, mountain sheep or mountain goat under one year of age, or

(b) any moose or mountain sheep of the female sex.”

3. Section 65 of the said Ordinance is repealed and the following substituted therefor: Section 65 amended.

“65. No person shall counsel, procure or incite another person to commit an offence under this Ordinance or regulations.” Abetting.

Section 67 amended.

4. Section 67 of the said Ordinance is repealed and the following substituted therefor:

General penalty.

"67. Every person who violates a provision of this Ordinance or regulations for which no other penalty is provided is guilty of an offence and is liable on summary conviction to a fine not exceeding five hundred dollars or to imprisonment for a term not exceeding six months or to both fine and imprisonment."

Section 74 amended.

5. Section 74 of the said Ordinance is repealed and the following substituted therefor:

Loaded shotgun or rifle prohibited.

"74. (1) No person shall carry or have in his possession in or on a motor vehicle as defined by the *Motor Vehicles Ordinance* a shotgun or a rifle containing live ammunition either in its breach or in its magazine.

Discharge of firearms on highways.

(2) No person shall discharge a firearm of any description either on or across any travelled road or highway within the Territory."

CHAPTER 8

ORDINANCES OF YUKON TERRITORY
1956 (First Session)AN ORDINANCE TO AMEND THE INSANE
PERSONS ORDINANCE*(Assented to April 10, 1956.)*

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

1. The *Insane Persons Ordinance*, chapter 21 of the Ordinances of 1954 (third session), is amended by adding thereto, immediately after section 8 thereof, the following section:

New
Section 8A.

"8A. (1) Where any person is found to be insane and is committed to the custody of the Royal Canadian Mounted Police pursuant to subsection (2) of section 6 or to a place designated by the Commissioner under subsection (4) of section 6 and the Territory has incurred expenses in connection with the medical examination, transportation, confinement, care and maintenance of the insane person, the Territory shall have the right to recover such expenses from the insane person or from the property of the insane person.

Expenses for
care and
maintenance
of insane
person.

(2) Where the Commissioner is not able to recover the expenses referred to in subsection (1) from the insane person or from the property of the insane person he shall have the right to recover such expenses from any person who has a legal obligation to provide for the care and maintenance of the insane person.

(3) The Commissioner may

(a) make any arrangement he may think proper for the recovery of the expenses referred to in this section,

or

(b) abandon all or part of the claim against the insane person or against those persons legally liable for the care and maintenance of the insane person."

CHAPTER 9

ORDINANCES OF YUKON TERRITORY
1956 (First Session)

AN ORDINANCE TO AUTHORIZE THE COMMISSIONER TO ENTER INTO AN AGREEMENT WITH THE GOVERNMENT OF CANADA TO AMEND AN AGREEMENT RESPECTING A LOAN BY CANADA TO THE YUKON TERRITORY IN THE SUM OF \$780,000.

(Assented to April 10, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

Commissioner
may enter
into agree-
ment with
Canada on
behalf of
Territory.

1. (1) The Commissioner may on behalf of the Territory enter into an agreement with the Government of Canada substantially in the form set out in the Schedule for the purpose of amending an agreement with the Government of Canada entered into by the Commissioner on behalf of the Yukon Territory on the 15th day of October, 1955, pursuant to authority granted to the Commissioner by the *Yukon Loan Ordinance 1955*, chapter 1 of the Ordinances of 1955 (2nd session).

(2) Notwithstanding subsection (1), the agreement that the Commissioner may on behalf of the Territory enter into with the Government of Canada in the form set out in the Schedule hereto may be amended or varied, either before or after execution, in any way the Commissioner may think fit.

WHEREAS the parties have agreed to revise the said agreement to provide for the transfer to the Territory of the administration of the said lots subject to certain terms and conditions and for the purpose of clarifying the intent of the parties;

AND WHEREAS His Excellency in Council by Order in Council P.C. 1956 , dated the day of February, 1956, authorized the Minister to enter into this agreement, and the Commissioner in Council of the Yukon Territory by chapter of the Ordinances of the Yukon Territory 1956 (first session) authorized the Commissioner to enter into this agreement;

NOW, THEREFORE, this agreement witnesseth that the loan agreement dated the 15th day of October, 1955, is amended by deleting paragraph 4 thereof and by substituting the following in lieu thereof;

"4. (1) In order to assist in development of the said addition to the City of Whitehorse, Canada agrees

- (a) that it is responsible for the surveying and laying out into lots, blocks and roads, the said addition;
- (b) that upon the execution of this agreement Canada will transfer to the Territory the administration and control of all and singular those certain tracts or parcels of land, situate, lying and being in the Yukon Territory and being composed of Lots 1 to 20 inclusive in Block 200, Lots 1 to 28 inclusive in Block 201, Lots 1 to 33 inclusive in Block 202, Lots 1 to 22 inclusive in Block 203, Lots 1 to 38 inclusive in Block 204, Lots 1 to 4 inclusive in Block 205, Lots 1 to 8 inclusive in Block 206, Lots 1 to 27 inclusive in Block 207, Lots 1 to 10 inclusive in Block 208, Lots 1 to 12 inclusive in Block 209, Lots 1 to 5 inclusive in Block 210, all of said lots and blocks being part of Lot 309 in Group 804 in the Yukon Territory as shown on a plan approved and confirmed on the 10th day of November 1955, by Robert Thistlethwaite, Surveyor General of Canada, said plan being of record No. 42398 in the Legal Surveys and Aeronautical Charts Division of the Department of Mines and Technical Surveys at Ottawa, a copy of

which is filed in the Land Titles Office for the Yukon Land Registration District at Whitehorse under No. 21312, saving and excepting therefrom unto Canada all mines and minerals, whether solid, liquid or gaseous, that may be found to exist within, upon or under the said land, together with the right to work the same and for this purpose to enter upon, use and occupy the said lands or so much thereof, and to such extent as may be necessary for the working and extraction of the said minerals;

- (c) that subject to this agreement the Territory may sell the said lots for residential building sites except Lot 15 in Block 200, Lot 28 in Block 201 and Lot 33 in Block 202, at the prices set out in the Schedule hereto.
- (2) The Territory agrees—
 - (a) that it will offer the said lots for sale for residential building sites at the prices set out in the Schedule hereto excepting Lot 15 in Block 200, Lot 28 in Block 201 and Lot 33 in Block 202;
 - (b) that every such sale shall be evidenced by an agreement in writing containing a covenant by the purchaser, such covenant to run with the land, that the purchaser will not, without the prior consent of the Commissioner in writing, cut down, damage or destroy any tree or trees or disturb the natural ground cover on any lot in the said addition, except
 - (i) on the area to be occupied by the proposed residential building,
 - (ii) on the area lying between the front boundary line of the lot and the front wall line of the said building and the extension thereof in a straight line six feet at one end and twelve feet at the opposite end, and
 - (iii) on the area surrounding and adjacent to the other three wall lines of the said building twelve feet in width on one side, six feet on the opposite side and six feet in width at the rear;
 - (c) that the Territory will at its own expense cause the covenant running with the land referred to in clause (b) of sub-paragraph (2) to be registered in the

Land Titles Office for the Yukon Territory, by way of caveat or otherwise, against all lots in the said addition;

- (d) that purchasers will be given the choice of lots in order of priority of application to purchase, as received by the Territory;
- (e) that all monies received by the Territory from the sale of the said lots will be paid by the Territory into a special account;
- (f) that no monies will be paid out of the said special account except to Canada, until the monies borrowed under the loan agreement dated the 15th day of October, 1955, and interest thereon, are fully paid and satisfied;
- (g) that it will transfer unto Her Majesty the Queen in right of Canada, represented by the Minister of Public Works in consideration of the sum of Ninety-three thousand three hundred dollars (\$93,300) all its interest in the following fifty-eight lots in the said addition, namely:

Lots 1, 2, 3, 6, 8, 10, 17, 18, 19 and 20 in Block 200, Lots 4, 5, 9, 10, 11, 12, 13, 15, 16, 21, 22, 23, 24, 25 and 26 in Block 201, Lots 1, 6, 7, 8, 9, 18, 26 and 27 in Block 202, Lots 8, 9, 15, 16 and 21 in Block 203, Lots 2, 3, 13, 14, 15, 16, 24, 25, 26, 35, 36 and 37 in Block 204, Lots 1, 6, 7 and 8 in Block 206, Lot 1 in Block 207, Lots 3, 4 and 8 in Block 208, all of said lots and Blocks being part of Lot 309 in Group 804 in the Yukon Territory as shown on a plan approved and confirmed on the 10th day of November, 1955, by Robert Thistlethwaite, Surveyor General of Canada, said plan being of Record No. 42398 in the Legal Surveys and Aeronautical Charts Division of the Department of Mines and Technical Surveys at Ottawa, a copy of which is filed in the Land Titles Office for the Yukon Land Registration District at Whitehorse under No. 21312;

and that the said sum of Ninety-three thousand three hundred dollars (\$93,300) will be deposited in the

said special account and forthwith paid to Canada as an advance payment in reduction of the said loan.

(3) Canada agrees that all monies paid to Canada by the Territory from the said special account will be applied by Canada against annual payments of principal and interest due or to become due on the said loan.

(4) Canada agrees to issue letters patent for any lot or lots in the said addition to the purchaser or purchasers thereof where,

- (a) the Territory has deposited in the said special account the monies received from the sale of any lot or lots and has remitted same to Canada;
- (b) the Territory has requested Canada to issue letters patent for the said lot or lots to such purchaser or purchasers;
- (c) the Territory has given to Canada a certificate signed by the Registrar of the Yukon Land Titles Office showing all documents recorded in the Yukon Land Titles Office affecting the said lot or lots, and
- (d) the Territory has transferred to Canada all the Territory's interest in the said lot or lots.

IN WITNESS WHEREOF the Minister of Northern Affairs and National Resources on behalf of Canada, and the Commissioner of the Yukon Territory have executed this agreement.

SIGNED, SEALED AND
DELIVERED by the Hon-
ourable Jean Lesage, Min-
ister of Northern Affairs and
National Resources, in the
presence of

.....
} Minister of Northern Affairs
and National Resources

SIGNED, SEALED AND
DELIVERED by Frederick
HOWARD COLLINS, Com-
missioner of the Yukon Ter-
ritory, in the presence of

.....
} Commissioner of the Yukon
Territory

SCHEDULE OF LOTS AND THEIR SELLING PRICES
 IN THE SUBDIVISION OF PART OF LOT 309, GROUP
 804, PLAN NO. 42398 FILED IN THE YUKON LAND
 TITLES OFFICE UNDER NO. 21312

Block	Lot	Selling Price	Block	Lot	Selling Price	
200	1	\$ 1,700		17	2,000	
	2	1,700		18	1,700	
	3	1,700		19	1,700	
	4	1,800		20	1,700	
	5	1,700		21	1,700	
	6	1,700		22	1,800	
	7	1,800		23	1,700	
	8	1,800		24	1,700	
	9	1,800		25	1,700	
	10	1,700		26	1,700	
	11	1,700		27	1,800	
	12	1,800		28	Reserved	
	13	1,700				
	14	1,600		202	1	2,000
	15	Reserved			2	1,700
	16	1,600			3	1,700
	17	1,600			4	1,800
	18	1,500			5	1,600
	19	1,500			6	1,600
	20	1,500			7	1,600
		8	1,600			
		9	1,600			
		10	1,600			
201	1	2,000	11	1,600		
	2	2,000	12	1,600		
	3	2,000	13	1,600		
	4	2,000	14	1,600		
	5	1,500	15	1,600		
	6	1,600	16	1,600		
	7	1,600	17	1,500		
	8	1,600	18	1,800		
	9	1,600	19	1,600		
	10	1,600	20	1,600		
	11	1,600	21	1,600		
	12	1,600	22	1,600		
	13	1,700	23	1,600		
	14	1,700	24	1,600		
	15	1,800				
	16	1,600				

Block	Lot	Selling Price	Block	Lot	Selling Price
	25	1,800		10	1,400
	26	1,700		11	1,400
	27	1,700		12	1,400
	28	1,700		13	1,400
	29	1,700		14	1,400
	30	1,700		15	1,400
	31	1,700		16	1,400
	32	1,700		17	1,400
	33	Reserved		18	1,400
				19	1,400
203	1	1,800		20	1,600
	2	1,600		21	1,800
	3	1,600		22	1,700
	4	1,500		23	1,700
	5	1,500		24	1,700
	6	1,500		25	1,700
	7	1,500		26	1,700
	8	1,600		27	1,700
	9	1,700		28	1,700
	10	1,500		29	1,700
	11	1,500		30	1,700
	12	1,600		31	1,700
	13	1,700		32	1,700
	14	1,600		33	1,700
	15	1,600		34	1,700
	16	1,500		35	1,700
	17	1,500		36	1,700
	18	1,500		37	1,700
	19	1,600		38	1,700
	20	1,600			
	21	1,800	205	1	1,600
	22	1,600		2	1,400
				3	1,400
				4	1,500
204	1	1,800			
	2	1,700	206	1	1,500
	3	1,300		2	1,100
	4	1,300		3	1,100
	5	1,300		4	1,100
	6	1,400		5	1,100
	7	1,400		6	1,100
	8	1,400		7	1,100
	9	1,400		8	1,100

Block	Lot	Selling Price	Block	Lot	Selling Price
207	1	1,800	208	1	1,300
	2	1,200		2	1,300
	3	1,200		3	1,300
	4	1,200		4	1,300
	5	1,200		5	1,300
	6	1,200		6	13,00
	7	1,200		7	1,300
	8	1,200		8	1,800
	9	1,200		9	1,500
	10	1,200		10	1,600
	11	1,200	209	1	1,000
	12	1,600		2	1,000
	13	1,400		3	1,000
	14	1,600		4	1,000
	15	1,100		5	1,000
	16	1,100		6	1,000
	17	1,100		7	1,000
	18	1,100		8	1,000
	19	1,100		9	1,000
	20	1,100		10	1,000
	21	1,100		11	1,000
	22	1,100		12	1,200
	23	1,100	210	1	1,200
	24	1,100		2	1,000
	25	1,100		3	1,000
	26	1,600		4	1,000
	27	1,500		5	1,000

CHAPTER 10

ORDINANCES OF YUKON TERRITORY
1956 (First Session)AN ORDINANCE TO AMEND THE LEGAL
PROFESSION ORDINANCE

(Assented to April 10, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

1. Paragraphs (a), (b), (c) and (d) of section 4 of the *Legal Profession Ordinance*, chapter 6 of the Ordinances of 1950 (1st session), are repealed and the following substituted therefor:

“(a) a person who

- (i) has been duly called to the bar of a province of Canada or has been admitted to practise as an attorney, advocate, barrister or solicitor in any of Her Majesty's Superior Courts therein,
- (ii) produces evidence satisfactory to the Court of the call or admission referred to in sub-paragraph (i),
- (iii) produces testimonials satisfactory to the Court of good character and of good standing in the Law Society of the province of which he is an attorney, advocate, barrister or solicitor, and
- (iv) is a British subject of the age of 21 years and upwards; and

(b) a person who

- (i) is a graduate of a recognized law school in Canada approved by the Commissioner,
- (ii) has completed twelve months' service under articles to a barrister and solicitor actively practising within the Territory,
- (iii) is a British Subject and of the age of 21 years and upwards, and
- (iv) produces testimonials of good character satisfactory to the Court.”

CHAPTER 11

ORDINANCES OF YUKON TERRITORY
1956 (First Session)

AN ORDINANCE TO AMEND THE
MOTOR VEHICLES ORDINANCE

(Assented to April 10, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

1. Sections 51, 52, 53 and 54 of the *Motor Vehicles Ordinance*, chapter 8 of the Ordinances of 1952 (1st session), are repealed and the following substituted therefor:

Driving to
common
danger.

"51. (1) Every person who drives a motor vehicle on a highway without due care and attention or without reasonable consideration for other persons using the highway is guilty of an offence.

Speed
limit.

(2) Every person who operates a truck or truck tractor at a rate of speed greater than fifty miles per hour and every person who operates any other motor vehicle at a rate of speed greater than sixty miles per hour shall be deemed, *prima facie*, to be operating the motor vehicle without due care and attention and without reasonable consideration of other persons using the highway.

Idem.

52. Any person driving a motor vehicle upon a highway at a rate of speed greater than twenty-five miles per hour

(a) within fifty feet of a curve where the operator of the vehicle has not a clear view of the approaching traffic, and

(b) while passing persons engaged in constructing, maintaining or repairing the highway,

shall be deemed, *prima facie*, to be driving the motor vehicle without due care and attention and without reasonable consideration for other persons using the highway.

How accused
may be
charged.

53. In describing an offence under subsection (1) of section 51, it shall be sufficient to charge an accused person

with driving to the common danger; and the Magistrate shall be entitled to receive evidence for the prosecution showing what acts or circumstances have constituted the offence charged; and the conviction of the Magistrate shall be sufficient, if it sets forth that the accused person did drive to the common danger, without the necessity of setting forth the specific acts or circumstances that constituted the offence.

54. (1) A person who

Speed
limit.

- (a) operates a motor vehicle on the highway in a municipality at a rate of speed greater than twenty-five miles per hour where there are no by-laws regulating the rate of speed, or
- (b) in a settlement at a rate of speed greater than thirty miles per hour

shall be deemed, *prima facie*, to be operating the motor vehicle without due care and attention and without reasonable consideration of other persons using the highway.

(2) A person who, while operating a motor vehicle on a highway in a municipality, approaches an intersection or curve, where that person has not a clear view of approaching traffic, at a rate of speed greater than fifteen miles per hour, shall be deemed, *prima facie*, to be operating the motor vehicle without due care and attention and without reasonable consideration of other persons using the highway."

Idem.

2. Section 101 of the said Ordinance is repealed and the following substituted therefor:

Penalty for
driving to
common
danger.

"101. Every person who contravenes the provisions of subsection (1) of section 51 of this Ordinance is guilty of an offence and is liable upon summary conviction

- (a) for the first offence to a fine not exceeding one hundred dollars or to imprisonment for a term not exceeding seven days or to both fine and imprisonment,
- (b) for a second offence to a fine not exceeding two hundred dollars or to imprisonment for a term not exceeding fifteen days or to both fine and imprisonment, and

- (c) for a third or subsequent offence to a fine not exceeding three hundred dollars or to imprisonment for a term not exceeding thirty days or to both fine and imprisonment.

CHAPTER 12

 ORDINANCES OF YUKON TERRITORY
 1956 (First Session)

 AN ORDINANCE FOR GRANTING TO THE
 COMMISSIONER CERTAIN SUMS OF MONEY TO
 DEFRAY THE EXPENSES OF THE PUBLIC
 SERVICE OF THE TERRITORY

(Assented to April 10, 1956.)

WHEREAS it appears by message from Frederick Howard Collins, Esquire, Commissioner of the Yukon Territory, and in the estimates accompanying the same, that the sums hereinafter mentioned in Schedule "A" to this Ordinance are required to defray certain expenses of the Public Service of the Yukon Territory and for the purposes relating thereto, for the twelve months ending March 31, 1956.

THEREFORE, the Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

1. This Ordinance may be cited as the *supplementary Appropriation Ordinance, 1956.* **Short title.**

2. From and out of the Yukon Consolidated Revenue Fund there may be paid and applied a sum not exceeding in the whole fourteen thousand two hundred and thirty-nine dollars and ninety-six cents (\$14,239.96) for defraying the several charges and expenses of the Public Services of the Yukon Territory and for the twelve months ending March 31, 1956, as set forth in Schedule "A" of this Ordinance. **Amount appropriated.**

3. The due application of all moneys expended shall be duly accounted for. **Moneys to be accounted for**

SCHEDULE "A"

Sums granted to the Commissioner by the Ordinance for the twelve months ending March 31, 1956, and the purposes for which they are granted.

Vote
No.

1. **Yukon Council**

Living Allowance and Travel	\$ 1,896.60	
Publications and Reports	1,350.00	
Sessional Indemnities	\$ 4,000.00	
less Transfer from Allotments	1,277.05	
	<u>\$2,722.95</u>	
		<u>\$ 5,969.55</u>

4. **Territorial Secretary**

Salaries	\$ 3,325.00	
less Transfer of Allotments	2,572.38	
	<u>\$ 752.62</u>	
Professional and Special Services	875.00	
Removal Expenses	129.00	
Office Supplies and Expenses	268.81	
		<u>2,025.43</u>

8. **General**

Rental of Land and Buildings	\$ 5,816.29	
Insurance — Property	\$ 1,474.94	
less Transfer of Allotments	1,046.25	
	<u>428.69</u>	
		<u>6,244.98</u>
		<u>\$ 14,239.96</u>

CHAPTER 13

ORDINANCES OF YUKON TERRITORY
1956 (First Session)

AN ORDINANCE FOR GRANTING TO THE
COMMISSIONER CERTAIN SUMS OF MONEY TO
DEFRAY THE EXPENSES OF THE PUBLIC
SERVICE OF THE TERRITORY

(Assented to April 10, 1956.)

WHEREAS it appears by message from Frederick Howard Collins, Esquire, Commissioner of the Yukon Territory, and in the estimates accompanying the same, that the sums hereinafter mentioned in Schedule "A" to this Ordinance are required to defray certain expenses of the Public Service of the Yukon Territory and for the purposes relating thereto, for the twelve months ending March 31, 1957;

Therefore the Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

1. This Ordinance may be cited as the *Appropriations Ordinance 1956-57*. Short title.

2. From and out of the Yukon Consolidated Revenue Fund there may be paid and applied a sum not exceeding in the whole three million three hundred and sixty-two thousand one hundred and ten dollars and fifty-three cents for defraying the several charges and expenses of the Public Services of the Yukon Territory and for the twelve months ending March 31, 1957, as set forth in Schedule "A" of this Ordinance. Amount granted.

3. The due application of all moneys expended shall be duly accounted for. Moneys to be accounted for.

SCHEDULE "A"

Sums granted to the Commissioner by the Ordinance for the twelve months ending March 31st, 1957, and the purposes for which they are granted.

Vote
No.

1. **Yukon Council**

Salaries	\$ 1,250.00	
Living Allowance and Travel	4,385.00	
Freight, Express and Cartage	200.00	
Telephone and Telegraph.....	75.00	
Publication of Reports and other material	4,500.00	
Advertising, Film Displays, etc.	100.00	
Office Stationery	900.00	
Sundry	100.00	
Sessional Indemnities	10,000.00	\$ 21,510.00

2. **Territorial Treasurer**

Salaries	\$ 42,605.00	
Fees	300.00	
Travelling Expenses	550.00	
Removal Expenses	300.00	
Freight, Express and Cartage	200.00	
Postage	450.00	
Telephone and Telegraph.....	300.00	
Publication of Reports, etc.	400.00	
Office Stationery, Supplies, etc.	1,960.00	
Materials and Supplies	50.00	
Sundry	150.00	
Unemployment Insurance ..	200.00	
Holiday Pay	300.00	
Superannuation Fund	850.00	48,615.00

3. **Education**

Salaries	\$278,982.35	
Professional and Special		
Services	210.00	
Travelling Expenses	1,900.00	
Removal Expenses	4,821.00	
Freight, Express and		
Cartage	2,700.00	
Postage	365.00	
Telephone and Telegraph....	928.00	
Films, Displays,		
Advertising, etc.	1,120.00	
Office Stationery, Supplies,		
etc.	9,864.70	
Materials and Supplies	4,264.05	
Public Utilities Services ..	20,480.00	
Repairs and Upkeep of		
Buildings	30,900.00	
Repairs and Upkeep of		
Equipment	1,860.00	
Rentals of Land and		
Buildings	3,100.00	
Rental of Equipment	3,000.00	
Sundry	2,257.75	
Fuel	38,570.00	
Unemployment Insurance ...	460.00	
School Supplies	26,850.00	
Holiday Pay	600.00	
Grants	36,000.00	
Correspondence Courses ...	1,196.00	
Superannuation Fund	333.75	
In Service Training	2,175.00	
Bursaries	500.00	
		473,437.60

4. **Territorial Secretary**

Salaries	\$ 36,500.00
Professional and Special	
Services	350.00
Travelling Expenses	1,350.00
Removal Expenses	300.00
Freight, Express and	
Cartage	600.00

Postage	700.00	
Telephone and Telegraph ...	844.00	
Films, Displays, Advertising, etc.	600.00	
Office Stationery, Supplies, etc.	6,966.00	
Sundry	100.00	
Unemployment Insurance ...	172.00	
Holiday Pay	300.00	
Grants	2,000.00	
Superannuation Fund	565.00	51,347.00
		<hr/>

5. **Health and Public Welfare**

Salaries	\$ 26,325.00	
Professional and Special Services	14,600.00	
Travelling Expenses	3,850.00	
Removal Expenses	200.00	
Freight, Express and Cartage	225.00	
Postage	150.00	
Telephone and Telegraph....	600.00	
Films, Displays, Advertising, etc.	125.00	
Office Stationery, Supplies, Equipment, etc.	950.00	
Materials and Supplies	3,550.00	
Public Utilities Services ...	1,080.00	
Repairs and Upkeep of Equipment	2,000.00	
Acquisition or Construction of Equipment	660.00	
Rentals of Land and Buildings	400.00	
Rentals of Equipment	—	
Sundry	300.00	
Fuel	800.00	
Unemployment Insurance ...	75.00	
Holiday Pay	250.00	
Grants	62,400.00	
Subsistence	101,960.00	
Clothing	1,000.00	

APPROPRIATIONS

CHAP. 13

Superannuation Fund	225.00	
Hospitalization	152,215.00	
Transportation of Patients	6,500.00	380,440.00
		<hr/>

6. **Municipal & Town Administration**

Salaries	\$ 4,150.00	
Freight, Express and Cartage	150.00	
Postage	25.00	
Telephone and Telegraph....	260.00	
Materials and Supplies	1,075.00	
Public Utilities Services	1,260.00	
Repairs and Upkeep of Buildings	260.00	
Repairs and Upkeep of Equipment	750.00	
Acquisition of Firefighting Equipment	5,000.00	
Fuel	875.00	
Grants	85,500.00	
Sundry	150.00	
Unemployment Insurance ...	50.00	99,505.00
		<hr/>

7. **Game Department**

Salaries	\$ 9,180.00	
Travelling Expenses	1,550.00	
Freight, Express and Cartage	50.00	
Postage	150.00	
Telephone and Telegraph....	300.00	
Films, Displays, Advertising, etc.	300.00	
Office Stationery, Supplies, etc.	540.00	
Materials and Supplies	25.00	
Repairs and Upkeep of Equipment	450.00	
Rental of Equipment	50.00	
Sundry	2,660.00	
Unemployment Insurance ...	40.00	15,295.00
		<hr/>

8.	General		
	Witness Fees, etc.	\$ 2,500.00	
	Sundry	2,000.00	
	Insurance — Property	13,000.00	
	Compensation Liability		
	Claim (Stuart)	600.00	
	Workmen's Compensation		
	— Reserve for Claims	5,000.00	
	Rent of Office Space	13,500.00	36,600.00
			<hr/>
9.	Roads, Bridges and Public Works		
	Salaries	\$103,550.00	
	Travelling Expenses	2,850.00	
	Removal Expenses	250.00	
	Freight, Express and		
	Cartage	2,850.00	
	Postage	80.00	
	Telephone and Telegraph.....	300.00	
	Films, Advertising, etc.	100.00	
	Office Stationery, Supplies, etc.	550.00	
	Materials and Supplies	31,380.00	
	Public Utilities Services	1,925.00	
	Repairs and Upkeep of		
	Buildings	6,750.00	
	Repairs and Upkeep of		
	Equipment	15,460.00	
	Operation and Maintenance of Equipment	63,910.00	
	Sundry	750.00	
	Fuel	6,415.00	
	Unemployment Insurance ...	500.00	
	Holiday Pay	1,700.00	
	Subsistence	1,500.00	
	Superannuation Fund	900.00	
	Supplies and Spare Parts ...	25,000.00	266,720.00
			<hr/>
9a.	Roads Under Contract		
	Mayo District	\$ 49,000.00	
	Whitehorse-Mayo Road	331,000.00	380,000.00
			<hr/>

10. Capital Account		
Construction of Roads and Bridges:		
Stewart Crossing-Dawson Road	\$ 50,000.00	
Two Mile Hill	5,000.00	
Dawson-Boundary Road	20,000.00	
Silver King-Galena Creek Bridge	4,000.00	79,000.00
	<hr/>	
Acquisition of Equipment ...		140,000.00
Construction of Buildings:		
Whitehorse General Hospital	\$ 1,500.00	
Warehouse — Whitehorse	11,000.00	
Liquor Store — Watson Lake	26,000.00	
Garage — Whitehorse ...	60,000.00	
Grader Station — Stewart Crossing Dawson Road	5,400.00	
New Hospital — Whitehorse	250,000.00	353,900.00
	<hr/>	
Townsite — Whitehorse.....	\$477,952.60	
Loan City of Whitehorse re Sewer and Water Project	537,788.33	1,015,740.93
	<hr/>	
		\$ 1,588,640.93
		<hr/>
		\$ 3,362,110.53
		<hr/>

ORDINANCES
OF THE
YUKON TERRITORY

Passed in the third session of the seventeenth Council of the Yukon Territory begun and holden at the City of Whitehorse on the eighth day of November, 1956, and pro-rogued on the twentieth day of November, 1956.

CHAPTER 1

ORDINANCES OF YUKON TERRITORY
1956 (Second Session)AN ORDINANCE RESPECTING THE
SALE OF GOODS IN BULK*(Assented to November 20, 1956.)*

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

SHORT TITLE

1. This Ordinance may be cited as the *Bulk Sales Ordinance*. Short title.

INTERPRETATION

2. In this Ordinance,
- (a) "creditor" means a person to whom the vendor of stock is indebted, whether or not the debt is due, and includes a surety and the endorser of a promissory note or bill of exchange who would, upon payment by him of the debt, promissory note or bill of exchange in respect of which the suretyship was entered into or the endorsement was given, become a creditor of such vendor; "Interpretation.
"Creditor"
- (b) "proceeds of the sale" includes the purchase price or consideration payable to the vendor or passing from the purchaser to the vendor on a sale in bulk and the moneys realized by a trustee under a security or by the sale or other disposition of any property coming into his hands as the consideration or part of the consideration for the sale; "Proceeds
of sale".
- (c) "purchaser" includes a person who gives to a vendor real or personal property in barter or exchange for a stock in bulk; "Purchaser".
- (d) "sale", whether used alone or in the expression "sale in bulk", includes a transfer, conveyance, barter or exchange and an agreement to sell, transfer, convey, barter or exchange, and "sell" has a similar meaning; "Sale".

- "Sale in bulk". (e) "sale in bulk" means a sale of a stock or part thereof out of the usual course of business or trade of the vendor, or of substantially the entire stock of the vendor, or of an interest in the business of the vendor;
- "Stock". (f) "stock" means
- (i) stock of goods, wares, merchandise or chattels ordinarily the subject of trade and commerce, and
 - (ii) the goods, wares, merchandise or chattels in which a person trades or that are produced or used in his business, trade or occupation;
- "Stock in bulk". (g) "stock in bulk" means any stock or portion thereof that is the subject of a sale in bulk;
- "Trustee". (h) "trustee" means
- (i) an authorized trustee under the *Bankruptcy Act* appointed for the bankruptcy district or division wherein the stock of the vendor or some part thereof is located or the vendor's business or trade or some part thereof is carried on at the time of the sale in bulk thereof,
 - (ii) any trust company licensed or authorized to carry on business in the Territory,
 - (iii) any person named as trustee by the vendor or by the creditors of the vendor in their written consent to a sale in bulk, or
 - (iv) any person appointed as trustee under section 13;
- and
- "Vendor". (i) "vendor" includes a person who barters or exchanges stock in bulk with another person for other property, real or personal.

SCOPE OF ORDINANCE

- Persons to whom this Ordinance applies.
3. This Ordinance applies only to sales in bulk by,
- (a) persons who, as their ostensible occupation or part thereof, buy and sell goods, wares or merchandise ordinarily the subject of trade and commerce;
 - (b) commission merchants;
 - (c) manufacturers; and

- (d) proprietors of hotels, rooming houses, restaurants, motor vehicle service stations, oil or gasoline stations or machine shops.

4. Nothing in this Ordinance applies to or affects a sale by an executor, administrator, receiver, assignee or trustee for the benefit of creditors, authorized trustee under the *Bankruptcy Act*, official receiver or liquidator, a public official acting under judicial process, a trader or merchant selling exclusively by wholesale or an assignment by a trader or merchant for the general benefit of his creditors.

Scope of Act.

SALES IN BULK

5. (1) In this section,

- (a) "statement" means the statement referred to in subsection (2), and
- (b) "declaration" means the declaration referred to in subsection (2).

Statement of creditors to be furnished.

(2) Except as provided in this Ordinance, before paying to the vendor any part of the purchase price or giving a promissory note or security for the purchase price or part thereof or executing a transfer, conveyance or encumbrance of property, a purchaser of stock in bulk shall demand of and receive from the vendor, and the vendor shall furnish to the purchaser a written statement verified by the statutory declaration of the vendor or his duly authorized agent, or if the vendor is a corporation, by the statutory declaration of its president, vice-president, secretary-treasurer or manager.

(3) The statement shall contain the names and addresses of the creditors of the vendor and the amount of the indebtedness or liability due or to become due and payable by the vendor to each of the creditors.

(4) The statement and declaration may be in Form A.

(5) A purchaser may, before obtaining the statement, pay to the vendor a sum not exceeding fifty dollars on account of the purchase price.

(6) From and after the furnishing of the statement and declaration, no preference or priority shall be obtainable by any creditor of the vendor in respect of the stock in bulk or the proceeds of sale thereof by attachment, garnishment proceedings, contract or otherwise.

No preference or priority.

Payment of creditors in full.

6. Before the completion of a sale in bulk,
- (a) the claims of the creditors of the vendor as shown by the written statement referred to in section 5 shall be paid in full;
 - (b) the vendor shall produce and deliver to the purchaser a written waiver of the provisions of this Ordinance, other than the provisions of section 5, from creditors of the vendor representing not less than sixty per cent in number and amount of the claims exceeding fifty dollars as shown by the written statement, which waiver may be in Form B; or

Consent of creditors to sale.

- (c) the vendor shall produce and deliver to the purchaser the written consent thereto of creditors of the vendor representing not less than sixty per cent in number and amount of the claims exceeding fifty dollars as shown by the written statement.

When proceeds of sale to be paid over to trustee.

7. Where a sale in bulk is made with the written consent of the creditors of the vendor under paragraph (c) of section 6, the purchaser shall pay, deliver or convey the entire proceeds of the sale to the person named as trustee by the creditors in the written consent, or if no trustee is named therein, to the trustee named by the vendor or appointed under section 13, to be dealt with as provided by section 8.

Distribution of proceeds of sale.

8. (1) Where the proceeds of the sale are paid, delivered or conveyed to a trustee under section 7, the trustee shall be a trustee for the general benefit of the creditors of the vendor and shall distribute the proceeds of the sale among the creditors of the vendor in proportion to the amounts of their claims as shown by the written statement and such other creditors of the vendor as file claims with the trustee in accordance with the *Bankruptcy Act*.

Idem.

(2) The distribution shall be made in like manner as moneys are distributed by a trustee under the *Bankruptcy Act*, and in making the distribution all creditors' claims shall be proved in like manner, are subject to like contestation and are entitled to like priorities as in the case of a distribution under that Act.

Powers of creditors, etc.

(3) The creditors, vendor and trustee have in all respects the same rights, liabilities and powers as the creditors,

authorized assignor and authorized trustee respectively have under the *Bankruptcy Act*, the vendor being deemed for such purpose to be an authorized assignor under that Act and the trustee an authorized trustee under that Act, and the priorities of creditors shall be determined as of the date on which the transfer of stock takes place.

- (4) Before making distribution, the trustee shall Publication.
 - (a) cause a notice thereof to be published twice in the *Yukon Gazette*, and
 - (b) allow a period of at least fourteen days to elapse after the last of such publications.

(5) Except as provided in subsection (4), no advertisement or notice of the distribution need be published. Idem.

9. The fees or commission of the trustee shall not exceed three per cent of the proceeds of the sale that come to his hands, and in the absence of an agreement by the vendor to the contrary, the fees or commission, together with any disbursements made by the trustee, shall be paid by being deducted out of the moneys to be received by the creditors and shall not be charged to the vendor. Fees of trustees.

10. (1) A sale in bulk in respect of which this Ordinance has not been complied with shall be deemed to be fraudulent and void as against the creditors of the vendor, and every payment made on account of the purchase price, every delivery of a note or other security therefor and every transfer, conveyance and encumbrance of property by the purchaser shall be deemed to be fraudulent and void as between the purchaser and the creditors of the vendor. Sale void against creditors unless Ordinance complied with.

(2) Where this Ordinance has not been complied with in respect of a sale in bulk and the purchaser has received or taken possession of the stock in bulk, he is personally liable to account to the creditors of the vendor for the value thereof including all moneys, security or property realized or taken by him from, out of or on account of the sale or other disposition by him of the stock in bulk. When purchaser personally liable.

(3) In an action brought or proceedings had or taken by a creditor of the vendor within the time limited by section 12 to set aside or have declared void a sale in bulk, or in the event of a seizure of the stock or some part thereof in the Estoppel.

possession of the purchaser under judicial process issued by or on behalf of a creditor of the vendor within such period, the purchaser shall be estopped from denying that the stock in his possession at the time of the action, proceedings or seizure is the stock purchased or received by him from the vendor.

Rights of creditors.

(4) Where at the time action is brought, proceedings are taken or a seizure is made as referred to in subsection (3) and the stock in the possession of the purchaser or any part thereof was in fact purchased by him subsequent to the sale in bulk from a person other than the vendor of the stock in bulk and has not been paid for in full, the creditors of the purchaser are, to the extent of the amounts owing to them for the goods so supplied, entitled to share with the creditors of the vendor in the amount realized on the sale or other disposition of the stock in the possession of the purchaser at the time of the action, proceedings or seizure in like manner and within the same time as if they were creditors of the vendor.

GENERAL PROVISIONS

Burden of proof on purchaser.

11. In a proceeding wherein a sale in bulk is attacked or comes in question, whether directly or collaterally, the burden of proof that this Ordinance has been complied with is upon the person upholding the sale in bulk.

Limitation of time in which to bring action to set sale aside.

12. No action shall be brought or proceedings had or taken to set aside or have declared void a sale in bulk for failure to comply with this Ordinance unless the action is brought or proceedings had or taken within six months from the date of the completion of the sale.

Appointment of trustee by judge.

13. Where the creditors of the vendor in their written consent to a sale in bulk have not named a trustee and the vendor has not named one, a judge, upon the application of a person interested, shall by order appoint a trustee and fix the security, if any, to be given by him.

Repeal.

14. The *Bulk Sales Ordinance*, chapter 2 of the Ordinances of 1949 (2nd session) is repealed.

SCHEDULE A

FORM A

(Section 5)

STATEMENT AND DECLARATION

Statement showing names and addresses of all creditors of

.....

Name of Creditors	Post Office Address	Nature of Indebtedness	Amount	When Due

I,, of
 in the Yukon Territory, do solemnly declare that the above
 is a true and correct statement of the names and addresses
 of all creditors of, and shows correctly
 the amount of indebtedness or liability due, owing, payable or
 accruing due or to become due and payable by
 to each of said creditors (*If the declaration is made by an agent;*
add: I am the duly authorized agent of the vendor and have a
personal knowledge of the matters herein declared to.)

(Or, if the vendor is a Corporation)

I,, of
 in the Yukon Territory, do solemnly declare that the above
 is a true and correct statement of the names and addresses
 of all the creditors of the (*name of Corporation*) and shows
 correctly the amount of the indebtedness or liability due,
 owing, payable or accruing due, or to become due, and pay-
 able by the Corporation to each of the said creditors, and
 that I am theof the said Corpora-
 tion, and have a personal knowledge of the matters herein
 declared to.

And I make this solemn declaration conscientiously believ-
 ing it to be true, and knowing that it is of the same force and

effect as if made under oath, and by virtue of the *Canada Evidence Act*.

Declared before me at the
 of
 in the Yukon Territory this
 day of
 A.D. 19.....

 A Commissioner, etc.

FORM B
(Section 6)

WAIVER

We, the undersigned creditors of
 ofin the Yukon Territory, do hereby
 waive the provisions of the *Bulk Sales Ordinance* of the Yukon
 Territory in so far as the said Ordinance would apply to,
 affect or cause to make fraudulent or void the sale in bulk
 by the saidof his stock of goods,
 wares, merchandise and fixtures, or part thereof, or an inter-
 est in his business (*as the case may be*) to
 ofin the Yukon Territory and we do
 hereby admit having received notice of the intended sale and
 agree not to disturb, dispute or question the validity of the
 said sale in any way under the provisions of the said Ordinance.

Dated this.....day of....., A.D. 19.....

Signed in the presence of

CHAPTER 2

ORDINANCES OF YUKON TERRITORY
1956 (Second Session)AN ORDINANCE RESPECTING CERTAIN CONTRACTS
THAT HAVE BECOME IMPOSSIBLE OF PERFORM-
ANCE OR HAVE BEEN OTHERWISE FRUSTRATED*(Assented to November 20, 1956.)*

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

SHORT TITLE

1. This Ordinance may be cited as the *Frustrated Contracts Ordinance*. Short title.

INTERPRETATION

2. In this Ordinance Definitions.
- (a) "contract" includes a contract to which the Crown is a party; "Contract".
- (b) "court" means the court or arbitrator by or before whom a matter falls to be determined; and "Court".
- (c) "discharged" means relieved from further performance of the contract. "Discharged".

APPLICATION OF ORDINANCE

3. (1) This Ordinance applies to any contract governed by the law of the Territory whether made on, before, or after the 30th day of November, 1956, that after the 1st day of December, 1956, has become impossible of performance or been otherwise frustrated and the parties to which for that reason have been discharged. Application of Ordinance.

- (2) This Ordinance does not apply Exceptions.
- (a) to a charterparty or a contract for the carriage of goods by sea, except a time charterparty or a charterparty by way of demise;
- (b) to a contract of insurance; or

- (c) to a contract for the sale of specific goods where the goods, without the knowledge of the seller, have perished at the time when the contract is made, or where the goods, without any fault on the part of the seller or buyer, perish before the risk passes to the buyer.

Adjustment
of rights
and liabilities.

4. (1) The sums paid or payable to a party in pursuance of a contract before the parties were discharged

- (a) in the case of sums paid, are recoverable from him as money received by him for the use of the party by whom the sums were paid; and

- (b) in the case of sums payable, cease to be payable.

Expenses.

(2) If, before the parties were discharged, the party to whom the sums were paid or payable incurred expenses in connection with the performance of the contract, the court, if it considers it just to do so having regard to all the circumstances, may allow him to retain or to recover, as the case may be, the whole or any part of the sums paid or payable not exceeding the amount of the expenses; and without restricting the generality of the foregoing the court, in estimating the amount of the expenses, may include such sum as appears to be reasonable in respect of overhead expenses and in respect of any work or services performed personally by the party incurring the expenses.

Benefits.

(3) If, before the parties were discharged, any of them has, by reason of anything done by any other party in connection with the performance of the contract, obtained a valuable benefit other than a payment of money, the court, if it considers it just to do so having regard to all the circumstances, may allow the other party to recover from the party benefited the whole or any part of the value of the benefit.

Assumed
obligations.

(4) Where a party has assumed an obligation under the contract in consideration of the conferring of a benefit by any other party to the contract upon any other person, whether a party to the contract or not, the court, if it considers it just to do so having regard to all the circumstances, may, for the purposes of subsection (3), treat any benefit so conferred as a benefit obtained by the party who has assumed the obligation.

(5) In considering whether any sum ought to be recovered or retained under this section by a party to the contract, the court shall not take into account any sum that, by reason of the circumstances giving rise to the frustration of the contract, has become payable to that party under any contract of insurance unless there was an obligation to insure imposed by an express term of the frustrated contract or by or under any enactment. Insurance.

(6) Where the contract contains a provision that, upon the true construction of the contract, is intended to have effect in the event of circumstances that operate, or but for the provision would operate, to frustrate the contract, or is intended to have effect whether such circumstances arise or not, the court shall give effect to the provision and shall give effect to this section only to such extent, if any, as appears to the court to be consistent with the provision. Special contractual provisions.

(7) Where it appears to the court that a part of the contract can be severed properly from the remainder of the contract, being a part wholly performed before the parties were discharged, or so performed except for the payment in respect of that part of the contract of sums that are or can be ascertained under the contract, the court shall treat that part of the contract as if it were a separate contract that had not been frustrated and shall treat this section as applicable only to the remainder of the contract. Where contract severable.

CHAPTER 3

ORDINANCES OF YUKON TERRITORY
1956 (Second Session)

AN ORDINANCE RESPECTING THE PUBLIC
SERVICE OF THE YUKON TERRITORY

(Assented to November 20, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

SHORT TITLE

- Short title. 1. This Ordinance may be cited as the *Public Service Ordinance*.

INTERPRETATION

- Definitions. 2. In this Ordinance
- "Clerk". (a) "clerk" means an employee in a clerical position in a Department and includes stenographers and typists;
- "Department". (b) "Department" means a Department of the Government of the Yukon Territory;
- "Head". (c) "Head" in relation to a Department means a member of the Public Service for the time being having charge of the Department;
- "Officer". (d) "officer" means a member of the Public Service holding a senior position in a Department;
- "Public Service". (e) "Public Service" means the civil positions and employees in and under the Government of the Territory, but does not include prevailing rate employees not on a full time year round basis.
- Employee defined. 3. The expression "employee" in this and any other Ordinance includes all persons in the service of the Government of the Yukon Territory.

POWERS AND DUTIES

- Duties of Commissioner. 4. The Commissioner has the management and direction of the Public Service.

5. Every employee not otherwise excepted by the terms and nature of his employment shall give his full time to the Public Service and shall discharge all duties required of him by the Head of the Department in which he is employed.

Duties of Employee.

6. Unless otherwise specified by the Commissioner, during the absence of the Head of a Department, the next senior officer or clerk has and shall perform the duties of the Head of the Department.

Where Department Head absent.

CLASSIFICATION AND COMPENSATION

7. The Public Service shall be classified and compensated in accordance with listings approved by the Commissioner.

Public Service classification.

8. (1) The rate of compensation of an employee upon appointment to a classified position in the Public Service shall be at the minimum rate prescribed for the class, except that where the appointee at the time of his appointment held another position in the Public Service at a rate of compensation above the minimum rate but not above the maximum rate prescribed for the new position, the rate of compensation upon appointment to the new position shall be the same as that received before the new appointment, but if there is no such rate for the new class, then the next higher rate.

Rate of compensation.

(2) The rate of compensation of an employee who has not reached the maximum rate of compensation of the class in which he is serving may be increased by the Commissioner if he is satisfied that the employee has rendered meritorious service and has increased his usefulness in the Service; the increase shall be to the next higher rate for the class and the new rate shall become effective at the next quarterly date after the increase is granted by the Commissioner, that is to say, the 1st day of January, April, July or October in any year.

Idem.

(3) Except as otherwise provided by this section no employee shall receive an increase under this section more than once in each year.

Increase once a year.

9. (1) No payment additional to the salary authorized to be made to a full time member of the Public Service shall be made from the Consolidated Revenue Fund of the Territory.

No additional salary may be paid.

Fees paid to Territorial Treasurer.

(2) All fees, gratuities and emoluments received by a member of the Public Service for services performed during his working hours or while on duty shall be paid to the Territorial Treasurer and deposited to the credit of the Consolidated Revenue Fund of the Territory.

Exception.

(3) Nothing in this section is intended to prohibit the payment to any officer, clerk or other employee of a separate annual salary from each of two or more Departments of the Public Service in respect of separate duties performed for each of such Departments if one of such salaries is not sufficient to compensate him for his whole time and if the aggregate of the salaries does not, in the opinion of the Commissioner, exceed reasonable compensation for the discharge of all the duties so performed.

POSITION LISTS

Position Lists.

10. The Commissioner shall prepare and maintain a complete list of the employees in the Public Service consisting of the name, classification, title, salary and Department of each person appointed to or removed from the Service and of each employee in the Service whose status as to position or salary is changed.

APPOINTMENTS AND EXAMINATIONS, ETC.

APPOINTMENT

Appointment or promotion by Commissioner.

11. The Commissioner may appoint or promote any employee to a position in the Public Service.

Notification of vacancy.

12. Every Head of Department shall notify the Commissioner of every vacancy in any position in his Department immediately after the vacancy occurs, and when such vacancy is to be filled the Head of the Department shall request the Commissioner to make an appointment.

PROBATION

Probation.

13. (1) The Commissioner may place any person appointed or promoted to a position in the Public Service on a term of probation and may extend such term of probation to a period not exceeding six months from the date of appointment or promotion.

(2) Where a person is rejected after a term of probation the Commissioner shall thereupon appoint or promote another person to take the place of the one rejected and shall decide whether the rejected person shall be considered as unfit for the service generally or whether he shall be allowed a trial in some other position in the Public Service. Rejection.

(3) After a person has served in a position for the probationary term of six months he shall be deemed to be appointed to such position. Probationary term.

EXAMINATIONS

14. (1) Competitive examinations shall be held by the Commissioner to establish tests of persons eligible for appointment. Examinations.

(2) Examination shall be of a character as to fairly test and determine the relative fitness of candidates to perform the duties of the class to which they seek to be appointed and such examinations may be written or oral or in the form of a demonstration of skill or any combination thereof. Idem.

(3) The Commissioner may in determining the fitness of a candidate have regard to the training and experience of the candidate and may employ any test of technical knowledge, manual skill or physical fitness that he deems necessary. Idem.

OATHS

15. (1) Every Head of Department, officer, clerk or other employee in the Public Service shall, before any salary is paid him, take and subscribe the oath of allegiance and the oath set out in Schedule "A". Oath in Schedule "A".

(2) The Commissioner shall keep a register of the oaths taken and subscribed in accordance with the provisions of this section. Register of Oaths.

GENERAL CONDITIONS OF SERVICE

HOURS OF ATTENDANCE

16. The Commissioner shall by regulation prescribe working hours for each portion of the Public Service and there shall be kept and used a book, system or device approved by the Commissioner for preserving a record of the attendance of the employees. Attendance.

HOLIDAYS

Holidays.

17. The following days and none other shall be the holidays to be observed in and by the Public Service:

- (a) Sundays;
- (b) New Year's Day;
- (c) Good Friday;
- (d) Easter Monday;
- (e) Victoria Day;
- (f) the birthday of the reigning Sovereign or the day fixed by proclamation by the Governor-in-Council for the celebration thereof;
- (g) Dominion Day;
- (h) Discovery Day;
- (i) Labour Day;
- (j) Remembrance Day;
- (k) Christmas Day; and
- (l) any day appointed by proclamation by the Governor-in-Council to be observed as a general feast or thanksgiving or as a holiday.

LEAVE OF ABSENCE

Leave of absence.

18. (1) The Head of Department may grant to each officer, clerk or other employee under his direction leave of absence for the purpose of vacation for a period not exceeding one and one-quarter days for each month of completed service and not exceeding fifteen days in any one fiscal year, exclusive of Sundays and holidays.

Annual Leave.

(2) Every Head of Department shall take annual leave at such time during the year as the Commissioner determines.

Idem.

(3) The earned but unused vacation leave of one fiscal year may be carried forward and added to the vacation leave of the succeeding fiscal year, except that in no case shall more than the accumulated annual vacation leave earned in two immediately preceding fiscal years be carried forward to the next year.

Sick leave.

19. (1) Sick leave credit may accumulate at the rate of one and one-quarter days for each month of continuous service, the deduction therefrom being made for any period

CHAPTER 2

ORDINANCES OF YUKON TERRITORY

1956 (Second Session)

AN ORDINANCE RESPECTING CERTAIN CONTRACTS
THAT HAVE BECOME IMPOSSIBLE OF PERFORM-
ANCE OR HAVE BEEN OTHERWISE FRUSTRATED*(Assented to November 20, 1956.)*

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

SHORT TITLE

1. This Ordinance may be cited as the *Frustrated Contracts Ordinance*. Short title.

INTERPRETATION

2. In this Ordinance Definitions.
- (a) "contract" includes a contract to which the Crown is a party; "Contract".
- (b) "court" means the court or arbitrator by or before whom a matter falls to be determined; and "Court".
- (c) "discharged" means relieved from further performance of the contract. "Discharged".

APPLICATION OF ORDINANCE

3. (1) This Ordinance applies to any contract governed by the law of the Territory whether made on, before, or after the 30th day of November, 1956, that after the 1st day of December, 1956, has become impossible of performance or been otherwise frustrated and the parties to which for that reason have been discharged. Application of Ordinance.

- (2) This Ordinance does not apply Exceptions.
- (a) to a charterparty or a contract for the carriage of goods by sea, except a time charterparty or a charterparty by way of demise;
- (b) to a contract of insurance; or

- (c) to a contract for the sale of specific goods where the goods, without the knowledge of the seller, have perished at the time when the contract is made, or where the goods, without any fault on the part of the seller or buyer, perish before the risk passes to the buyer.

Adjustment
of rights
and liabilities.

4. (1) The sums paid or payable to a party in pursuance of a contract before the parties were discharged

- (a) in the case of sums paid, are recoverable from him as money received by him for the use of the party by whom the sums were paid; and

- (b) in the case of sums payable, cease to be payable.

Expenses.

(2) If, before the parties were discharged, the party to whom the sums were paid or payable incurred expenses in connection with the performance of the contract, the court, if it considers it just to do so having regard to all the circumstances, may allow him to retain or to recover, as the case may be, the whole or any part of the sums paid or payable not exceeding the amount of the expenses; and without restricting the generality of the foregoing the court, in estimating the amount of the expenses, may include such sum as appears to be reasonable in respect of overhead expenses and in respect of any work or services performed personally by the party incurring the expenses.

Benefits.

(3) If, before the parties were discharged, any of them has, by reason of anything done by any other party in connection with the performance of the contract, obtained a valuable benefit other than a payment of money, the court, if it considers it just to do so having regard to all the circumstances, may allow the other party to recover from the party benefited the whole or any part of the value of the benefit.

Assumed
obligations.

(4) Where a party has assumed an obligation under the contract in consideration of the conferring of a benefit by any other party to the contract upon any other person, whether a party to the contract or not, the court, if it considers it just to do so having regard to all the circumstances, may, for the purposes of subsection (3), treat any benefit so conferred as a benefit obtained by the party who has assumed the obligation.

(5) In considering whether any sum ought to be recovered or retained under this section by a party to the contract, the court shall not take into account any sum that, by reason of the circumstances giving rise to the frustration of the contract, has become payable to that party under any contract of insurance unless there was an obligation to insure imposed by an express term of the frustrated contract or by or under any enactment. Insurance.

(6) Where the contract contains a provision that, upon the true construction of the contract, is intended to have effect in the event of circumstances that operate, or but for the provision would operate, to frustrate the contract, or is intended to have effect whether such circumstances arise or not, the court shall give effect to the provision and shall give effect to this section only to such extent, if any, as appears to the court to be consistent with the provision. Special contractual provisions.

(7) Where it appears to the court that a part of the contract can be severed properly from the remainder of the contract, being a part wholly performed before the parties were discharged, or so performed except for the payment in respect of that part of the contract of sums that are or can be ascertained under the contract, the court shall treat that part of the contract as if it were a separate contract that had not been frustrated and shall treat this section as applicable only to the remainder of the contract. Where contract severable.

CHAPTER 3

ORDINANCES OF YUKON TERRITORY
1956 (Second Session)

AN ORDINANCE RESPECTING THE PUBLIC
SERVICE OF THE YUKON TERRITORY

(Assented to November 20, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

SHORT TITLE

- Short title. 1. This Ordinance may be cited as the *Public Service Ordinance*.

INTERPRETATION

- Definitions. 2. In this Ordinance
- "Clerk". (a) "clerk" means an employee in a clerical position in a Department and includes stenographers and typists;
- "Department". (b) "Department" means a Department of the Government of the Yukon Territory;
- "Head". (c) "Head" in relation to a Department means a member of the Public Service for the time being having charge of the Department;
- "Officer". (d) "officer" means a member of the Public Service holding a senior position in a Department;
- "Public Service". (e) "Public Service" means the civil positions and employees in and under the Government of the Territory, but does not include prevailing rate employees not on a full time year round basis.
- Employee defined. 3. The expression "employee" in this and any other Ordinance includes all persons in the service of the Government of the Yukon Territory.

POWERS AND DUTIES

- Duties of Commissioner. 4. The Commissioner has the management and direction of the Public Service.

5. Every employee not otherwise excepted by the terms and nature of his employment shall give his full time to the Public Service and shall discharge all duties required of him by the Head of the Department in which he is employed.

Duties of Employee.

6. Unless otherwise specified by the Commissioner, during the absence of the Head of a Department, the next senior officer or clerk has and shall perform the duties of the Head of the Department.

Where Department Head absent.

CLASSIFICATION AND COMPENSATION

7. The Public Service shall be classified and compensated in accordance with listings approved by the Commissioner.

Public Service classification.

8. (1) The rate of compensation of an employee upon appointment to a classified position in the Public Service shall be at the minimum rate prescribed for the class, except that where the appointee at the time of his appointment held another position in the Public Service at a rate of compensation above the minimum rate but not above the maximum rate prescribed for the new position, the rate of compensation upon appointment to the new position shall be the same as that received before the new appointment, but if there is no such rate for the new class, then the next higher rate.

Rate of compensation.

(2) The rate of compensation of an employee who has not reached the maximum rate of compensation of the class in which he is serving may be increased by the Commissioner if he is satisfied that the employee has rendered meritorious service and has increased his usefulness in the Service; the increase shall be to the next higher rate for the class and the new rate shall become effective at the next quarterly date after the increase is granted by the Commissioner, that is to say, the 1st day of January, April, July or October in any year.

Idem.

(3) Except as otherwise provided by this section no employee shall receive an increase under this section more than once in each year.

Increase once a year.

9. (1) No payment additional to the salary authorized to be made to a full time member of the Public Service shall be made from the Consolidated Revenue Fund of the Territory.

No additional salary may be paid.

Fees paid to Territorial Treasurer.

(2) All fees, gratuities and emoluments received by a member of the Public Service for services performed during his working hours or while on duty shall be paid to the Territorial Treasurer and deposited to the credit of the Consolidated Revenue Fund of the Territory.

Exception.

(3) Nothing in this section is intended to prohibit the payment to any officer, clerk or other employee of a separate annual salary from each of two or more Departments of the Public Service in respect of separate duties performed for each of such Departments if one of such salaries is not sufficient to compensate him for his whole time and if the aggregate of the salaries does not, in the opinion of the Commissioner, exceed reasonable compensation for the discharge of all the duties so performed.

POSITION LISTS

Position Lists.

10. The Commissioner shall prepare and maintain a complete list of the employees in the Public Service consisting of the name, classification, title, salary and Department of each person appointed to or removed from the Service and of each employee in the Service whose status as to position or salary is changed.

APPOINTMENTS AND EXAMINATIONS, ETC.

APPOINTMENT

Appointment or promotion by Commissioner.

11. The Commissioner may appoint or promote any employee to a position in the Public Service.

Notification of vacancy.

12. Every Head of Department shall notify the Commissioner of every vacancy in any position in his Department immediately after the vacancy occurs, and when such vacancy is to be filled the Head of the Department shall request the Commissioner to make an appointment.

PROBATION

Probation.

13. (1) The Commissioner may place any person appointed or promoted to a position in the Public Service on a term of probation and may extend such term of probation to a period not exceeding six months from the date of appointment or promotion.

(2) Where a person is rejected after a term of probation the Commissioner shall thereupon appoint or promote another person to take the place of the one rejected and shall decide whether the rejected person shall be considered as unfit for the service generally or whether he shall be allowed a trial in some other position in the Public Service. Rejection.

(3) After a person has served in a position for the probationary term of six months he shall be deemed to be appointed to such position. Probationary term.

EXAMINATIONS

14. (1) Competitive examinations shall be held by the Commissioner to establish tests of persons eligible for appointment. Examinations.

(2) Examination shall be of a character as to fairly test and determine the relative fitness of candidates to perform the duties of the class to which they seek to be appointed and such examinations may be written or oral or in the form of a demonstration of skill or any combination thereof. Idem.

(3) The Commissioner may in determining the fitness of a candidate have regard to the training and experience of the candidate and may employ any test of technical knowledge, manual skill or physical fitness that he deems necessary. Idem.

OATHS

15. (1) Every Head of Department, officer, clerk or other employee in the Public Service shall, before any salary is paid him, take and subscribe the oath of allegiance and the oath set out in Schedule "A". Oath in Schedule "A".

(2) The Commissioner shall keep a register of the oaths taken and subscribed in accordance with the provisions of this section. Register of Oaths.

GENERAL CONDITIONS OF SERVICE

HOURS OF ATTENDANCE

16. The Commissioner shall by regulation prescribe working hours for each portion of the Public Service and there shall be kept and used a book, system or device approved by the Commissioner for preserving a record of the attendance of the employees. Attendance.

HOLIDAYS

- Holidays. 17. The following days and none other shall be the holidays to be observed in and by the Public Service:
- (a) Sundays;
 - (b) New Year's Day;
 - (c) Good Friday;
 - (d) Easter Monday;
 - (e) Victoria Day;
 - (f) the birthday of the reigning Sovereign or the day fixed by proclamation by the Governor-in-Council for the celebration thereof;
 - (g) Dominion Day;
 - (h) Discovery Day;
 - (i) Labour Day;
 - (j) Remembrance Day;
 - (k) Christmas Day; and
 - (l) any day appointed by proclamation by the Governor-in-Council to be observed as a general feast or thanksgiving or as a holiday.

LEAVE OF ABSENCE

Leave of absence. 18. (1) The Head of Department may grant to each officer, clerk or other employee under his direction leave of absence for the purpose of vacation for a period not exceeding one and one-quarter days for each month of completed service and not exceeding fifteen days in any one fiscal year, exclusive of Sundays and holidays.

Annual Leave. (2) Every Head of Department shall take annual leave at such time during the year as the Commissioner determines.

Idem. (3) The earned but unused vacation leave of one fiscal year may be carried forward and added to the vacation leave of the succeeding fiscal year, except that in no case shall more than the accumulated annual vacation leave earned in two immediately preceding fiscal years be carried forward to the next year.

Sick leave. 19. (1) Sick leave credit may accumulate at the rate of one and one-quarter days for each month of continuous service, the deduction therefrom being made for any period

of sick leave that is granted with pay, and when the sick leave credit is exhausted, no further paid leave may be allowed.

(2) Sick leave may be granted only on the production of satisfactory evidence of the inability of the employee to perform his duties in the form of a written declaration from the employee where the absence has not exceeded three days and a certificate from a qualified medical practitioner where the absence has exceeded three days, such certificate to be submitted within seven days of the commencement of absence.

Evidence required for sick leave.

(3) Sick leave with pay, within the limits laid down in subsection (1), shall be reviewed by the Commissioner after two continuous months and thereafter at the end of each succeeding month of continuous absence.

Sick leave reviewed.

20. (1) Subject to subsections (2) and (3), leave of absence with pay may be granted by the Commissioner to any employee on account of injury accidentally received in the performance of his duties and not caused by negligence on the employee's part, if application for such leave is properly supported by a certificate from a qualified medical practitioner.

Leave of absence for injury.

(2) Where an award for temporary disability is made to the employee in connection with any injury referred to in this section under the provisions of the *Workmen's Compensation Ordinance*, the employee is not entitled to salary in the amount of such award.

Temporary disability.

(3) When a judgment or settlement is obtained by an employee against a person other than his employer, allowing damage for any injury referred to in this section the amount received other than for permanent disability by the employee thereunder in excess of the actual medical, surgical, hospital or other expenses incurred (as established by accounts submitted to the Commissioner) but not exceeding the amount received by the employee as salary shall be refunded by the employee to the Consolidated Revenue Fund or deducted from instalments of his future salary.

Where employee obtains redress for injury.

SPECIAL LEAVE

21. Special leave with pay may be granted by the Head of Department to employees who have the necessary special

Special leave.

leave credit, for certain designated causes such as illness in the family, death in the family or any similar causes, but not continuously in excess of six days except with the approval of the Commissioner.

Accumulation of special leave.

22. (1) Special leave credit may accumulate at the rate of one-half day for each completed month of continuous service up to a maximum of thirty days, deduction therefrom being made for any period of paid special leave, but where the leave credit is thus reduced it may again commence to accumulate until the maximum of thirty days is reached, except that no employee shall at any time have more than thirty days special leave to his credit.

Application for special leave.

(2) Special leave with pay may be granted only on the production of a written application from the employee, setting forth in detail the reasons why he considers that paid leave should be allowed and supported by such evidence as the departmental head may require, except that in all cases of illness in family in excess of one day, a medical certificate shall be furnished.

Causes for special leave.

(3) Causes for which special leave may be allowed shall be designated by the Commissioner and communicated to the Departments.

Casual absences.

23. (1) Casual absences, that is to say, leave for periods of three days' duration or less, shall not be allowed with pay in excess of nine days in any fiscal year.

Idem.

(2) Where the nine days casual absence is exceeded, leave with pay shall not be allowed to an employee for such absences unless

- (a) he produces a medical certificate justifying such absences; or
- (b) pursuant to his request in writing, such absences are charged to his annual leave credit.

Leave during first six months.

24. Except in respect of sick leave or special leave imposed by quarantine no employee shall be granted leave with pay of any kind during the first six months of service but leave credits shall accumulate during such period.

Absent without leave.

25. When any employee is absent from duty without leave his salary for each day of such absence shall be deducted from his monthly salary.

CASH GRATUITY ON RETIREMENT

26. (1) A cash gratuity may be granted to an employee who is being retired but such grant may not in any case exceed the maximum cash gratuity specified hereunder, nor shall it in any case exceed the salary applicable to the unexpended portion of the employee's accrued sick leave and special leave. Cash gratuity on retirement.

MAXIMUM CASH GRATUITY

EMPLOYEE RETIRED BY REASON OF AGE OR ILL HEALTH

OR LAID OFF

Years of Service	Cash Gratuity in Months
5 and under 10	1
10 and under 15	2
15 and under 20	3
20 and under 25	4
25 and under 30	5
30 and over	6

(2) A cash gratuity shall consist of salary at the rate in effect on the employee's last day of active duty for the period indicated. Idem.

(3) A cash gratuity shall be based on continuous service uninterrupted by any period of retiring leave. Idem.

(4) A cash gratuity, under this section, shall not be granted to an employee whose service is terminated because of inefficiency or misconduct, or to a female employee who resigns for the purpose of getting married or is laid off in order that she may get married. Exceptions.

27. An employee retired for any reason except age or ill health is entitled to receive as a gratuity the unexpired portion of his accrued sick leave at the rate in effect on his last day of active duty but such gratuity shall not exceed twelve working days. Accrued sick leave.

PROMOTIONS

28. (1) Promotion is a change from one class to another with a higher maximum compensation; vacancies shall be Promotion defined:

filled, as far as is consistent with the best interests of the Public Service, by promotion.

Promotion by merit.

(2) Promotion shall be made for merit by the Commissioner upon such examination, reports, tests, records, ratings or recommendation as he prescribes.

TRANSFERS

Transfer of employees.

29. The Commissioner may transfer employees within any Department or any position of the Public Service but where such transfer requires a change of residence the concurrence of the head of the household of the employee shall be obtained before such transfer is made.

SUSPENSION AND DISMISSAL

Suspension of employees.

30. (1) The Head of a Department, and in respect of officers, clerks or other employees employed in a remote district, any officer authorized in that behalf by the Commissioner, may,

- (a) suspend from the performance of his duty any officer, clerk or other employee guilty of misconduct or negligence in the performance of his duties, and
- (b) remove such suspension,

but no person shall be paid any salary or pay for the time or any part of the time during which he was under suspension, unless the Commissioner is of the opinion that the suspension was unjust or made in error or that the punishment inflicted was too severe.

Report of suspension.

(2) All cases of suspension, with the reasons therefor, shall be forthwith reported in writing by the person ordering same, to the Commissioner.

Commissioner may dismiss or suspend.

31. (1) The Commissioner may dismiss or suspend any Head of a Department, officer, clerk or other employee of the Public Service.

Report by Commissioner to Council.

(2) Where a Head of a Department is dismissed or suspended from office, the Commissioner shall report the matter to the Council at its next session.

ABOLITION OF POSITION

Abolition of position.

32. An employee holding a permanent position that is to be abolished or that is no longer required may be laid off

and his salary discontinued or reduced to the requirements of another and vacant position for which he is qualified, but his name shall be placed on the list of persons eligible for the class of position from which he was laid off or for any other position for which he may have qualified.

POLITICAL PARTISANSHIP

33. (1) No Head of Department, officer, clerk or other employee of the Public Service shall be debarred from voting at any Territorial election, if under the laws governing the said election he has the right to vote; but no such Head of Department, officer, clerk or employee shall engage in partisan work in connection with any such election, or contribute, receive or in any way deal with any money for any party or candidate funds. Political partisanship.

(2) Any person violating any of the provisions of this section shall be dismissed from the Public Service. Dismissal.

GRATUITY ON DEATH

34. When a person dies while in the Public Service, after having been at least two continuous years therein, an amount equal to one month's salary shall be paid to his widow or to such person as the Commissioner determines, in addition to any payment for accumulative annual leave in excess of the amount payable for the balance of the month following the date of the employee's death. Gratuity on death.

REPEAL

35. The following enactments are repealed: Repeal.

- (i) *The Public Service Ordinance*, chapter 76 of the Consolidated Ordinances, 1914;
- (ii) *An Ordinance to Amend the Public Service Ordinance*, chapter 21 of the Ordinances of 1947;
- (iii) *An Ordinance to Amend the Public Service Ordinance*, chapter 12 of the Ordinances of 1949 (1st session);
- (iv) *An Ordinance to Amend the Public Service Ordinance*, chapter 7 of the Ordinances of 1950 (1st session);
- (v) *An Ordinance to Amend the Public Service Ordinance*, chapter 5 of the Ordinances of 1951 (2nd session);

- (vi) *An Ordinance to Amend the Public Service Ordinance, chapter 1 of the Ordinances of 1952 (2nd session) ;*
- (vii) *An Ordinance to Amend the Public Service Ordinance, chapter 3 of the Ordinances of 1953 (1st session) ;*
- (viii) *An Ordinance to Amend the Public Service Ordinance; chapter 40 of the Ordinances of 1954 (3rd session) ;*
and
- (ix) *An Ordinance to Amend the Public Service Ordinance, chapter 25 of the Ordinances of 1955 (3rd session).*

SCHEDULE A

OATH OF OFFICE AND SECRECY

I, (A.B.) solemnly and sincerely swear that I will faithfully and honestly fulfil the duties that devolve upon me by reason of my employment in the Public Service and that I will not, without due authority in that behalf, disclose or make known any matter that comes to my knowledge by reason of such employment. So help me God.

CHAPTER 4

ORDINANCES OF YUKON TERRITORY
1956 (Second Session)

AN ORDINANCE TO FACILITATE THE RECIPROCAL
ENFORCEMENT OF JUDGMENTS

(Assented to November 20, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

SHORT TITLE

1. This Ordinance may be cited as the *Reciprocal Enforcement of Judgments Ordinance*. Short title.

INTERPRETATION

2. In this Ordinance

- (a) "judgment" means a judgment or order of a court in a civil proceeding whether given or made before or after the commencement of this Ordinance, whereby a sum of money is made payable, and includes an award in an arbitration proceeding if the award, under the law in force in the jurisdiction where it was made, has become enforceable in the same manner as a judgment given by a court order within the meaning of the *Reciprocal Enforcement of Maintenance Orders Ordinance*; "Judgment".
- (b) "judgment creditor" means the person by whom the judgment was obtained, and includes his executors, administrators, successors and assigns; "Judgment creditor".
- (c) "judgment debtor" means the person against whom the judgment was given, and includes any person against whom the judgment is enforceable in the jurisdiction in which it was given; "Judgment debtor".
- (d) "original court" in relation to a judgment means the court by which the judgment was given; and "Original court".

"Registration court".

(e) "registering court" in relation to a judgment means the court in which the judgment is registered under this Ordinance.

Application for registration of judgment.

3. (1) Where a judgment has been given in a court in a reciprocating jurisdiction, the judgment creditor may apply to the Territorial Court within six years after the date of the judgment to have the judgment registered in that court, and on any such application the court may order the judgment to be registered accordingly.

Application *ex parte* or on notice according to circumstances.

(2) An order for registration under this Ordinance may be made *ex parte* in all cases in which the judgment debtor was personally served with process in the original action, or in which, though not personally served, he appeared or defended or otherwise submitted to the jurisdiction of the original court, but in all other cases reasonable notice of the application for the order shall be given to the judgment debtor.

Conditions of registration.

(3) No order for registration shall be made if it is shown to the court to which the application for registration is made that

- (a) the original court acted without jurisdiction;
- (b) the judgment debtor being a person who was neither carrying on business nor ordinarily resident within the jurisdiction of the original court, did not voluntarily appear or otherwise submit during the proceedings to the jurisdiction of that court;
- (c) the judgment debtor, being the defendant in the proceedings, was not duly served with the process of the original court and did not appear, notwithstanding that he was ordinarily resident or was carrying on business within the jurisdiction of that court or agreed to submit to the jurisdiction of that court;
- (d) the judgment was obtained by fraud;
- (e) an appeal is pending or the time within which an appeal may be taken has not expired;
- (f) the judgment was in respect of a cause of action that for reasons of public policy or for some similar reason would not have been entertained by the registering court; or

- (g) the judgment debtor would have a good defence if an action were brought on the original judgment.

(4) Registration may be effected by filing the order and an exemplification or a certified copy of the judgment with the Clerk of the Court in which the order was made, whereupon the judgment shall be entered as a judgment of that court.

Method of registration.

4. Where a judgment sought to be registered under this Ordinance is in a language other than the English language, the judgment or the exemplification or certified copy thereof, as the case may be, shall have attached thereto for all purposes of this Ordinance a translation in the English language approved by the Court, and upon such approval being given the judgment shall be deemed to be in the English language.

Where judgment is in a language other than English.

5. Where a judgment is registered under this Ordinance

Effect of registration.

- (a) the judgment, from the date of the registration, is of the same force and effect as if it had been a judgment given originally in the registering court on the date of the registration and proceedings may be taken thereon accordingly, except that where the registration is made pursuant to an *ex parte* order, no sale or other disposition of any property of the judgment debtor shall be made under the judgment before the expiration of the period fixed by paragraph (b) of subsection (1) of section 6 or such further period as the registering court may order;
- (b) the registering court has the same control and jurisdiction over the judgment as it has over judgments given by itself; and
- (c) the reasonable costs of and incidental to the registration of the judgment, including the costs of obtaining an exemplification or certified copy thereof from the original court and of the application for registration, are recoverable in like manner as if they were sums payable under the judgment if such costs are taxed by the proper officer of the registering court and his certificate thereof is endorsed on the order for registration.

Ex parte orders.

6. (1) Where a judgment is registered pursuant to an *ex parte* order,

(a) within one month after the registration or within such further period as the registering court may order, notice of the registration shall be served upon the judgment debtor in the same manner as provided by the rules of the registering court for service of statements of claim; and

(b) the judgment debtor, within one month after he has had notice of the registration, may apply to the registering court to have the registration set aside.

Idem.

(2) On any application referred to in paragraph (b) of subsection (1) the court may set aside the registration upon any of the grounds mentioned in subsection (3) of section 3 and upon such terms as the court thinks fit.

Rules of practice, etc.

7. The Commissioner may make rules respecting the practice and procedure including costs in proceedings under this Ordinance and until rules are so made, the rules made under the *Reciprocal Enforcement of Judgments Act* of the Province of British Columbia shall *mutatis mutandis* be followed.

Reciprocating jurisdictions, establishment.

8. (1) Where the Commissioner is satisfied that reciprocal provisions have been or will be made by a province of Canada for the enforcement therein of judgments given in the Territory, he may by order declare it to be a reciprocating jurisdiction for the purposes of this Ordinance.

Disestablishment.

(2) The Commissioner may revoke any order made under subsection (1) and thereupon the jurisdiction with respect to which the order was made ceases to be a reciprocating jurisdiction for the purposes of this Ordinance.

Effect of Ordinance.

9. Nothing in this Ordinance deprives a judgment creditor of the right to bring an action on his judgment instead of proceeding under this Ordinance.

Coming into force.

10. This Ordinance shall come into force on the 1st day of December 1956.

CHAPTER 5

ORDINANCES OF YUKON TERRITORY
1956 (Second Session)AN ORDINANCE TO AMEND THE VITAL
STATISTICS ORDINANCE

(Assented to November 20, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

1. Paragraph (t) of section 2 of the *Vital Statistics Ordinance*, chapter 38 of the Ordinances of 1954 (3rd session), is repealed and the following substituted therefor: Section 2 amended.

“(t) “stillbirth” means the complete expulsion or extraction from its mother after at least twenty-eight weeks pregnancy of a product of conception in which, after such expulsion or extraction, there is no breathing, beating of the heart, pulsation of the umbilical cord or unmistakable movement of voluntary muscle;”

CHAPTER 6

ORDINANCES OF YUKON TERRITORY
1956 (Second Session)

AN ORDINANCE TO AMEND THE FOREST
PROTECTION ORDINANCE

(Assented to November 20, 1956.)

Section 11
substituted.

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

1. Section 11 of the *Forest Protection Ordinance*, chapter 2 of the Ordinances of 1956, (1st session), is repealed and the following substituted therefor:

No fires
during closed
season without
a permit.

"11. Subject to section 13, no person shall during the fire season set out, start or kindle any fire for the purpose of clearing land or burning any inflammable material or for any industrial purpose except pursuant to a permit therefor issued under section 16."

New section
added.

2. The said Ordinance is further amended by adding thereto immediately following section 23 the following section:

No compensa-
tion for fire
fighting.

"23A. Persons who assist at fire fighting for the protection of the settlement in which they live or their place of residence, mine, mill or other real or personal property is located, shall do so without recompense."

CHAPTER 7

ORDINANCES OF YUKON TERRITORY
1956 (Second Session)

AN ORDINANCE TO AMEND THE DISABLED
PERSONS ALLOWANCE ORDINANCE

(Assented to November 20, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

1. Subsection (2) of section 6 of the *Disabled Persons Allowance Ordinance*, chapter 15 of the Ordinances of 1955 (1st session), is repealed, and the following substituted therefor: Section 6 amended.

“(2) In any case in which no other legal representative of the estate of a deceased recipient is appointed, a judge shall upon the request of the Director, without fees or the usual forms leading to a grant or requirements of a surety or sureties to the bond, grant administration to the Public Administrator of the judicial district in which the recipient resided.” Administra-
tion of estate
in certain
cases.

CHAPTER 8

ORDINANCES OF YUKON TERRITORY
1956 (Second Session)

AN ORDINANCE TO AMEND THE
MUNICIPAL ORDINANCE

(Assented to November 20, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

Section 5 amended.

1. Subsection (4) of section 5 of the *Municipal Ordinance* is repealed and the following substituted therefor:

City of Whitehorse boundaries.

“(4) This Ordinance applies to the City of Whitehorse, being all those pieces or parcels of land in group eight hundred and four in the Yukon Territory described as follows:

- (a) the whole of lots one, two, three, four, five, six, eight and nineteen according to a plan of survey of record number eight thousand four hundred and six in the Legal Surveys and Aeronautical Charts Division of the Department of Mines and Technical Surveys at Ottawa;
- (b) the whole of lot seven according to said plan eight thousand four hundred and six, saving and excepting therefrom that portion of said lot seven lying within the Whitehorse Airport Reserve;
- (c) all those pieces or parcels of land which lie between the easterly boundaries of lots one, four, five and eight and the ordinary high water mark of the Yukon River;
- (d) all that parcel lying northeasterly of and adjoining boundaries of lot three hundred and nine, said parcel being more particularly described as follows:

Beginning at a standard post, pits and mound marking the most northerly corner of said lot; thence on a bearing of one hundred and fifty-nine degrees and twenty-one minutes along the easterly

boundary of said lot a distance of five hundred and eighty-seven feet and nine-tenths of a foot to the point of commencement; thence continuing along the last aforesaid course a distance of fifteen hundred feet, more or less, to a standard post, pits and mound; thence on a bearing of sixty-nine degrees and twenty-one minutes a distance of thirteen hundred and fifty feet, more or less, to a standard post, pits and mound; thence on a bearing of one hundred and fifty-nine degrees and twenty-one minutes along the most easterly boundary of said lot a distance of five hundred feet to a point; thence easterly and perpendicular to the last aforesaid boundary a distance of eight hundred and fifty feet to a point; thence northerly and perpendicular to the last aforesaid course a distance of two thousand feet to a point; thence westerly in a straight line to the point of commencement; as said boundaries and posts are shown on a plan of record number forty-two thousand three hundred and ninety-nine in the Legal Surveys and Aeronautical Charts Division of the Department of Mines and Technical Surveys at Ottawa; said parcel containing by admeasurement eighty-five acres and five-tenths of an acre, more or less; and

- (e) all that parcel lying westerly of and adjoining boundaries of lot three hundred and nine, said parcel being more particularly described as follows:

Commencing at a standard post, pits and mound marking the most southerly corner of said lot; thence on a bearing of three hundred and thirty-nine degrees and twenty-one minutes a distance of twenty-four hundred feet, more or less, to a standard post, pits and mound; thence on a bearing of two hundred and forty-nine degrees and twenty-one minutes a distance of six hundred feet, more or less, to a standard post, pits and mound; thence northerly along the most westerly boundary of said lot to a point on the easterly ordinary high water mark of the Yukon River; thence southerly along said high water mark to a point on the westerly production of the most southerly boundary

of said lot, as said boundaries and posts are shown on a plan of record number forty-two thousand three hundred and ninety-nine in the Legal Surveys and Aeronautical Charts Division of the Department of Mines and Technical Surveys at Ottawa; thence easterly along said production to the point of commencement; said parcel containing by ad-measurement approximately ninety-eight acres."

Coming into
force.

2. This Ordinance shall come into force on a day to be fixed by Order of the Commissioner.

CHAPTER 9

ORDINANCES OF YUKON TERRITORY
1956 (Second Session)AN ORDINANCE TO AMEND THE
WORKMEN'S COMPENSATION ORDINANCE*(Assented to November 20, 1956.)*

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

1. (1) Paragraph (m) of section 2 of the *Workmen's Compensation Ordinance*, chapter 12 of the Ordinances of 1952 (2nd session) is repealed and the following substituted therefor: Section 2 amended.

“(m) “learner” means any person who, although not under a contract of service or apprenticeship, becomes subject to the hazards of an industry within the scope of this Ordinance for the purpose of undergoing training or probationary work as a preliminary to employment and in the event of a learner suffering injury in such circumstances as would entitle him to compensation such compensation shall be based upon the wages paid to beginners in the trade or business in which he is a learner;” “Learner”.

(2) Paragraph (o) of section 2 of the said Ordinance is repealed and the following substituted therefor:

“(o) “manufacturing” includes making, preparing, altering, repairing, renovating, servicing, dyeing, cleaning, ornamenting, printing, finishing, packing, assembling the parts of and adapting for use or sale any raw material, goods, article or commodity;” “Manufacturing”.

2. Subsection (1) of section 6 of the said Ordinance is repealed and the following substituted therefor: Section 6 amended.

“6. (1) Members of the family of an employer employed by him and dwelling in his house as members of his household shall not be deemed to be workmen within the Conditions as to payment of compensation to members of family of employer

scope of this Ordinance and compensation shall not be payable to them unless in the application for insurance they are specifically named as workmen of the employer."

Section 8 amended.

3. Section 8 of the said Ordinance is amended by adding thereto the following subsections:

Forfeiture of rights in certain cases.

"(4) Where, pursuant to subsection (2), a workman elects to claim compensation under this Ordinance in respect of an accident that happened outside the Territory, and, previously concurrently or subsequently claims or has claimed compensation or other remedy under the law of any other country or place in respect of the same accident, the workman shall be deemed to have forfeited all rights to compensation under this Ordinance in respect of that accident, and any moneys paid to him or on his behalf by the employer in respect thereof shall be deemed to be a debt due by him to the employer.

Exception.

"(5) Notwithstanding subsection (4), a workman who, before claiming under this Ordinance, has in error claimed compensation under the laws of the country or place wherein the accident happened and has been found not entitled to such compensation shall be deemed not to have forfeited his rights to compensation under this Ordinance by reason of having made such claim."

Section 15 amended.

4. Subsection (4) of section 15 of the said Ordinance is repealed and the following substituted therefor:

Recovery of overpaid compensation.

"(4) If and when compensation payments have been made to a workman beyond the period of his disability or to a dependant in an amount in excess of that to which he is entitled, the amount of the overpayment may be recovered by the employer as a debt due to him by such workman or dependant, as the case may be, and without in any way limiting the employer's remedies for recovery, may be set off against any compensation that may be or become payable to such workman or dependant."

Section 16 amended.

5. Subsection (2) of section 16 of the said Ordinance is repealed and the following substituted therefor:

Temporary disability.

"(2) All claims for temporary disability shall be determined by the insurer or other person designated by the Commissioner for the purpose in accordance with this

Ordinance except that if an employee who has been awarded compensation for a temporary disability notifies the Commissioner that he is dissatisfied with the disposition of his claim, such claim shall at the request of the Commissioner be reviewed by the referee who shall make such disposition of the claim as he deems appropriate."

6. Subsection (5) of section 17 of the said Ordinance is repealed and the following substituted therefor: Section 17 amended.

"(5) Every employer to whom the Ordinance applies having knowledge or notice of the happening of an accident or of the allegation of the happening of an accident to a workman in his employ, shall forward to the Commissioner and the insurer forthwith after the same comes to his knowledge or notice, notification of the happening of the accident or of the allegation of the happening of an accident and shall at the same time forward to the workman a copy of such notification, and the employer shall also, in the event of the injured workman or the allegedly injured workman returning to his work or being able to return to his work, forward to the Commissioner and the insurer within twenty-four hours after the fact of the return or ability to return comes to his knowledge, notification thereof and make such further and other reports respecting the accident or alleged accident and workman as may be required by the Commissioner." Notice of accident to Commissioner by employer.

7. Section 19 of the said Ordinance is repealed and the following substituted therefor: Section 19 substituted.

- "19. (1) If and when a workman claims Nomination of medical practitioners.
- (a) a greater disability than that allowed him;
 - (b) a continuance of compensation beyond the period allowed;
 - (c) an error in some feature or circumstance of his claim as affected by his physical condition; or
 - (d) that the medical opinion upon which the disputed finding was made is erroneous;

and makes a request in writing to the Commissioner for examination under the provisions of this section, the Commissioner shall refer the claim to the referee who, after

consultation with the workman's attending physician, if any, may nominate four or more duly qualified medical practitioners.

Two selected.

(2) From the medical practitioners so nominated two shall be selected in the following manner:

- (a) the referee shall notify the workman and the insurer by registered mail of the names and addresses of the medical practitioners nominated and each may select from the said names one such medical practitioner, such selection to be made and communicated in writing to the referee within thirty days after the mailing of the notice by the referee;
- (b) if one of either the workman or the insurer fails to make a selection within the time provided or if both select the same medical practitioner, the referee shall select one other medical practitioner from those nominated;
- (c) if both the workman and the insurer fail to make a selection within the time provided, the referee shall select two medical practitioners from those nominated.

Examination of workman.

(3) The two medical practitioners selected shall examine the workman and certify to the referee as to

- (a) the condition of the workman;
- (b) his fitness for employment;
- (c) if unfit, the cause of such unfitness;
- (d) the extent of his temporary or permanent disability by reason of the injury in respect of which he has claimed compensation; and
- (e) such other matters as may in their opinion or in the opinion of the referee be pertinent to the claim.

Selection of third practitioner if disagreement.

(4) If after examining the workman the two medical practitioners are unable to agree on the matters in respect of which their certificate is required they shall select a third medical practitioner from the list of those first nominated, and in event of their being unable to agree on a third practitioner the selection shall be made by the referee and the three so selected shall examine the work-

man and the decision of the majority shall be certified to the referee with respect to the matters set out in subsection (3).

(5) The certificate of the medical practitioners is conclusive as to the matters certified unless the referee at any time directs otherwise.

Certificate conclusive.

(6) The referee may of his own motion or at the request of the employer or insurer require a workman to be examined under the provisions of this section and may without any request from a workman nominate a list of medical practitioners and notify the workman and the employer, whereupon the examination shall be proceeded with under the provisions of this section in the same manner as if a request had been made by the workman.

Referee may require examination.

(7) A reference in subsection (2) to an insurer shall, in any case where there is no insurer, be construed as a reference to the employer."

8. Subsection (2) of section 21 of the said Ordinance is repealed and the following substituted therefor:

Section 21 amended.

"(2) Where in the case of any claim for compensation the referee is of the opinion that the injury would be alleviated to some extent by the supplying of any apparatus usually provided in such cases, the employer shall supply such apparatus to the workman, but any such action shall not affect in any way the payments made to the workman."

Special apparatus.

9. (1) Subsection (5) of section 22 of the said Ordinance is repealed and the following substituted therefor:

Section 22 amended.

"(5) In case of death or permanent total disability or in case of permanent partial disability where the impairment of the earning capacity of the workman exceeds five per cent of his earning capacity at the time of the accident, no commutation of periodical payments shall be made except upon the application of and at an amount agreed to by the dependant or workman entitled to the payments."

Commutation of periodical payments.

(2) Subsection (7) of section 22 of the said Ordinance is repealed and the following substituted therefor:

"(7) If any person entitled to compensation under this Ordinance is committed to any institution, the compensa-

Payment of compensation where workman committed to an institution.

tion otherwise payable to or in respect of such person may, with the approval of the Commissioner, be paid to the dependent wife or other dependants of such person or where there are no dependants, to the governing body of the institution."

Section 23 substituted.

10. Section 23 of the said Ordinance is repealed and the following substituted therefor :

Payment of compensation to wife and children under certain conditions.

"23 Where a workman is entitled to compensation and it is made to appear to the Commissioner

- (a) that a spouse, child or children dependent upon the workman and residing in the Territory, are without adequate means of support and are or are apt to become a public charge or a charge upon private charity ; or
- (b) that a spouse, child or children dependent upon the workman and residing outside the Territory are not being supported by the workman and an order has been made against him by a court of competent jurisdiction for the support or maintenance of the spouse or children or for alimony,

the Commissioner may order the compensation to be diverted in whole or in part from the workman for the benefit of the spouse or children of the workman."

Section 33 amended.

11. Subsection (3) of section 33 of the said Ordinance is repealed and the following substituted therefor :

Payment of lump sum in certain cases.

"(3) Where the impairment of the earning capacity of the workman does not exceed five per cent of his earning capacity, instead of such weekly payments the Commissioner may, unless in his opinion it would not be to the advantage of the workman to do so, direct that such lump sum as is determined by him to be the equivalent of such payments shall be paid to the workman."

Section 38 amended.

12. Section 38 of the said Ordinance is amended by adding thereto, immediately after subsection (2) thereof, the following subsection :

Where commutation prohibited.

"(2a) No commutation of compensation under subsection (2) shall be made by the employer or the referee, as the

case may be, to a workman or dependant unless the workman or dependant has since leaving the Territory resided in the same province or other jurisdiction for a period of thirteen consecutive months."

13. (1) Paragraphs (a) and (b) of subsection (4) of section 41 of the said Ordinance are repealed and the following substituted therefor:

Section 41 amended.

"(a) at the rate of six dollars per day, while the workman continues to maintain his house or other residence in the district, settlement or place in which he ordinarily resides;

(b) at the rate of three dollars per day, where the workman does not so maintain that house or residence;

or

(2) Subsection (5) of section 41 of the said Ordinance is repealed and the following substituted therefor:

"(5) The referee may contract with the doctors, nurses and hospitals or any other institutions for any medical aid required, and in the case of a workman who has been rendered helpless through permanent total disability as a result of any injury, may order the provision of such other treatment services or attendance as in his opinion are required as a result thereof and the employer shall pay any charges or expenses incurred thereunder or in connection therewith in respect of any workman for whom he is responsible."

Contracts for medical aid and hospitalization.

14. This Ordinance shall come into force on the 1st day of January, 1957.

Coming into force.

CHAPTER 10

ORDINANCES OF YUKON TERRITORY
1956 (Second Session)

AN ORDINANCE TO AMEND THE
INSURANCE ORDINANCE

(Assented to November 20, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

Section 3
amended.

1. Section 3 of the *Insurance Ordinance*, chapter 1 of the Ordinances of 1956 (1st session), is amended by adding thereto the following subsection:

Licence for
salaried
officials, etc.

“(4) An officer or salaried employee of any firm, partnership or corporation that holds a licence, who does not receive a commission and who acts only in the name of and on behalf of the firm, partnership or corporation, may upon application therefor, approved by the firm, partnership or corporation, and upon payment of a fee of seven dollars, receive a licence authorizing him to act for the firm, partnership or corporation in the negotiating of any contracts of insurance, or in the negotiation continuance or renewal of any contracts which the firm, partnership or corporation may lawfully undertake.”

Section 4
amended.

2. Paragraph (d) of subsection (1) of section 4 of the said Ordinance is repealed and the following substituted therefor:

“(d) the name and head office address of the insurer by whom, pursuant to subsection (2) the application has been approved, and”.

3. Subsection (2) of section 4 of the said Ordinance is repealed and the following substituted therefor:

Application
approved by
insurers.

“(2) The application referred to in subsection (1) shall be approved in writing

(a) in the case of all classes of insurance other than life insurance, by at least one of the insurers to be represented by the applicant;

- (b) in the case of life insurance, by the insurer to be represented by the applicant; or
- (c) by the agent of an insurer mentioned in paragraphs (a) or (b) authorized for such purpose whose name is filed with the Commissioner."

"(3) The application shall be accompanied by

Application to be accompanied by references and fee.

- (a) the approval in writing mentioned in subsection (2);
- (b) a character reference for the applicant and such other material as the Commissioner may require; and
- (c) a fee
 - (i) where the applicant resides in the Territory of ten dollars where one class of licence is applied for, or fifteen dollars where both classes of licence are applied for; or
 - (ii) where the applicant does not reside in the Territory of twenty-five dollars where one class of licence is applied for, or thirty-five dollars where both classes of licence are applied for."

4. Section 7 of the said Ordinance is repealed and the following substituted therefor:

Section 7 substituted.

"7. Where on the date of application for a licence the applicant is the holder of an unexpired licence, he may in lieu of complying with paragraphs (c) and (d) of subsection (1) of section 4, subsection (2) of section 4 and paragraph (a) of subsection (3) of section 4, attach to his application a statement that he continues to represent the same insurer and to act as agent in respect of the same classes of insurance stated in his previous application."

Material to accompany application where licence held.

5. Section 8 of the said Ordinance is repealed and the following substituted therefor:

Section 8 substituted.

"8. Where a licensee ceases to act as agent for the insurer mentioned in his licence application he shall immediately notify the Commissioner of such fact."

Notification on ceasing to act.

6. Paragraphs (b) and (c) of section 12 of the said Ordinance are repealed and the following substituted therefor:

Section 12 amended.

“(b) a person mentioned therein was originally issued a licence ; or

(c) the licence of an agent mentioned therein was renewed, suspended, revived, revoked or cancelled.”

Section 14 substituted.

7. Section 14 of the said Ordinance is repealed and the following substituted therefor :

Material to accompany application where licence held

“14. Any person who

(a) acts as or holds himself out as an agent and is not the holder of a licence, or

(b) acts as or holds himself out to be an agent in respect of a class of insurance that is not named in his licence,

is guilty of an offence.”

Section 68 amended.

8. Paragraph (c) of subsection (1) of section 68 of the said Ordinance is repealed and the following substituted therefor :

“(c) payment of all overdue premiums and other indebtedness to the insurer under the contract, with interest at such rate not exceeding six per cent per annum compounded annually as the contract provides, is made, and.”

Section 107 amended.

9. Subsection (1) of section 107 of the said Ordinance is repealed and the following substituted therefor :

Appointment by insured.

“107. (1) The powers conferred upon the insured by this Part with regard to the designation or appointment of any one or more beneficiaries, the alteration or revocation of such designation or appointment, and the apportionment or reapportionment of insurance money between or among beneficiaries include the power from time to time to appoint one or more trustees for any beneficiary, to revoke any such appointment or alter its terms to appoint one or more new trustees or to make provisions for the appointment of one or more new trustees.”

Section 131 amended

10. Section 131 of the said Ordinance is amended by deleting paragraph (g) and substituting therefor the following :

“(g) where the coverage is expressly excluded by endorsement approved by the Commissioner, for loss or

damage arising from the ownership, use or operation of any machinery or apparatus, including its equipment, mounted on or attached to the automobile with a separate power or heating unit, while at the site of the use or operation of such machinery or apparatus.”

11. Section 172 of the said Ordinance is repealed and the following substituted therefor: Section 172 substituted.

“172. (1) Every person who fails to comply with or violates any provision of this Ordinance is guilty of an offence. Offence.

(2) Every person who is guilty of an offence under this Ordinance, for which no other penalty is provided by the Ordinance, is liable upon summary conviction to a fine not exceeding two hundred dollars.” Penalty.

12. Section 23 of Part I of the Schedule to the said Ordinance is repealed and the following substituted therefor: Part I of Schedule amended.

“23. Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in Canada or delivered or sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any from which the application was received.”

13. Subsection (7) of section 7 of Part II of the Schedule of the said Ordinance is repealed and the following substituted therefor: Part II of Schedule amended.

“(7) In case either party fails to name the appraiser within seven clear days after being served with written notice so to do, or in case the appraisers fail to agree upon an umpire within fifteen days after their appointment, or in case an appraiser or umpire refuses to act or is incapable of acting, or dies, a judge of a superior, county or district court having jurisdiction in the county or district in which the appraisal is to be made may appoint such appraiser or umpire on the application of the insured or of the insurer.”

Part II of
Schedule
amended.

14. Section 13 of Part II of the Schedule of the said Ordinance is repealed and the following substituted therefor:

“13. Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in Canada. Written notice may be given to the insured named in the policy by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received. In this condition the expression “registered” shall mean registered within or without Canada.”

Part III of
Schedule
amended.

15. Section 7 of Part III of the Schedule of the said Ordinance is repealed and the following substituted therefor:

“7. Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in Canada or delivered or sent to any authorized agent of the insurer.”

CHAPTER 11

 ORDINANCES OF YUKON TERRITORY
 1956 (Second Session)

 AN ORDINANCE TO AMEND AN ORDINANCE TO
 INCORPORATE THE CHILDREN'S AID SOCIETY
 OF SOUTHERN YUKON

(Assented to November 20, 1956.)

The Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

1. *An Ordinance to Incorporate the Children's Aid Society of Southern Yukon*, being chapter 14 of the Ordinances of 1953 (1st session), is amended by repealing the title thereof and substituting therefor the following: Title amended.

"An Ordinance to Incorporate the Yukon Children's Aid Society."

2. Section 1 of the said Ordinance is amended by deleting the words, "The Children's Aid Society of Southern Yukon", where they appear at the end thereof and substituting therefor the following words: Section 1 amended.

"Yukon Children's Aid Society."

3. Section 3 of the said Ordinance is repealed and the following substituted therefor: Section 3 amended.

"3. The Yukon Children's Aid Society may exercise jurisdiction anywhere in the Territory." Jurisdiction.

CHAPTER 12

ORDINANCES OF YUKON TERRITORY
1956 (Second Session)

AN ORDINANCE FOR GRANTING TO THE
COMMISSIONER CERTAIN ADDITIONAL SUMS OF
MONEY TO DEFRAY THE EXPENSES OF THE PUBLIC
SERVICE OF THE TERRITORY

(Assented to November 20, 1956.)

WHEREAS it appears by message from Frederick Howard Collins, Esquire, Commissioner of the Yukon Territory, and in the estimates accompanying the same, that the sums hereinafter mentioned in Schedule "A" to this Ordinance are required to defray certain expenses of the Public Service of the Yukon Territory and for the purposes relating thereto, for the twelve months ending March 31, 1957.

THEREFORE the Commissioner of the Yukon Territory, by and with the advice and consent of the Council of the said Territory, enacts as follows:

Short title.

1. This Ordinance may be cited as the *First Supplementary Supply Ordinance, 1956-57*.

Amount granted.

2. From and out of the Yukon Consolidated Revenue Fund there may be paid and applied a sum not exceeding in the whole three hundred and twenty-five thousand one hundred and forty-seven dollars and twenty-eight cents for defraying the several charges and expenses of the Public Service of the Yukon Territory and for the twelve months ending March 31, 1957, as set forth in Schedule "A" of this Ordinance.

Moneys to be accounted for.

3. The due application of all moneys expended shall be duly accounted for.

SCHEDULE "A"

Sums granted to the Commissioner by the Ordinance for the financial year ending March 31st, 1957, and the purposes for which they are granted.

Vote No.	Service	Amount	Total
3	Education		
	Films, Display, Advertising	\$ 880.00	\$ 880.00
6	Municipal and Town Administration		
	Grants	8,227.00	8,227.00
7	Game		
	Predator Control	2,500.00	2,500.00
8	General		
	Fees	500.00	500.00
10	Capital		
	Office Equipment and Furniture	4,806.98	
	Acquisition of Buildings	213,421.54	
	Acquisition of Equipment	94,811.76	313,040.28
			<u>313,040.28</u>
			<u>\$325,147.28</u>

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