20, which requires notice to be given to the Insurance Company, and a copy of the assignment deposited, and that in the absence of such the Company are at liberty to deal with the insured, or his executors, administrators, or assigns. Special attention is therefore called to the necessity of notice to the Company, but it should be mentioned that, when deeds or other documents are marked as having been intimated to a Company, it would not necessarily be intended to express any opinion on the part of the Company or its officers as to the validity or effect of such deeds, documents, or notices.

The question as to the Law governing assignments where the same are made outside the province or country of the Company issuing the policy was fully discussed in the case of the Toronto General Trusts Company *v.* Sewell, in which the learned Judge followed the rule laid down by Mr. Justice Wills in Lee *v.* Abdy (17 Q. B. D. 309), viz., that the *lex loci* must prevail; and as this case does not appear to have been overruled, it would seem to govern generally.

No bankruptcy law is at present in force in Canada, the Insolvency Act having been repealed, but a very strong feeling prevails that the Dominion should re-enact the law with some modifications. In Ontario there exists a law in reference to assignments for the benefit of creditors, which in effect takes the place of a bankruptcy law. The question as to the legal jurisdiction of a Province passing such an Act has recently been before the Privy Council. Compared with Canada, the English Law, in case of assignment of a policy during bankruptcy, is more rigid in its exactions against the debtor, and so the courts in England lay greater force on the formalities observed in connection with an alleged assignment. Notice to the Company, the delivery and possession of the policy, are consequently of more importance there than here.

Speaking generally, the principal distinction between decisions on assignments of policies in England and America is a disposition to relax here somewhat the English common-law doctrine on the subject, and to regard the policy more as a quasi-negotiable instrument in view of its assignability.

The great flexibility of the Ontario Wives and Children Act (*vide* sections 5 and 6, *ante*) opens a much wider door than do either the corresponding English or Scottish Acts for the defeating of the rights and claims of creditors. By section 5 of that Act the assured may at any time after the issue of a policy in his own name, bring his wife or children, or both, within the provisions and protection of the Act.

By original declaration or subsequent apportionment, the assured