

insurance in Ontario at the passing of this Act, such corporations shall make due application for registry on or before the thirtieth day of June, 1892.

**Extension of time.** (2) On sufficient cause shown and upon payment of the fee hereinafter prescribed, the Registry Officer may, by writing under his hand and the seal of his office, extend the time for the delivery of an application, or for the prosecution or completion of an application already delivered or tendered.

**Power of attorney to receive service of process must accompany applications in certain cases.** 14.—(1) Where any corporation applying for registry has its head office elsewhere than in Ontario, its application for registry shall be accompanied by a power of attorney from the corporation to an agent resident in Ontario, the power of attorney shall be under the seal of the corporation, and be signed by the president and secretary or other proper officers thereof in the presence of a witness, who shall make oath or affirmation as to the due execution thereof; and the official positions in the corporation held by the officers signing such power of attorney shall be sworn to or affirmed by some person cognizant of the facts necessary in that behalf.

**Contents of power of attorney.** (2) The power of attorney shall declare at what place in the Province the chief agency of the corporation is or is to be established, and shall expressly authorize such attorney to receive service of process in all actions and proceedings against the corporation in the Province for any liabilities incurred by the corporation therein, and also to receive from the Registry Officer all notices which the law requires to be given, or which it is thought advisable to give, and shall declare that service of process for or in respect of such liabilities, and receipt of such notices at such office or chief agency, or personally, on or by such attorney at the place where such chief agency is established, shall be legal and binding on the corporation to all intents and purposes whatsoever.

(3) The power of attorney duly executed shall be filed by the Registry Officer in his office.

**Duplicate documents to be filed with Clerk of Process.** 15. Duplicates, duly verified as aforesaid of the documents mentioned in the two next preceding sections shall be filed at Toronto in the office of the Clerk of the Process; where shall also be filed thereafter a duplicate of any power of attorney which supersedes or is intended to supersede any prior power of attorney.

**Duration and renewal of registry in case of certain corporations.** 19.—(1) In the case of those corporations mentioned in section 6 of this Act, which receive from time to time a license or other document of authority under *The Insurance Act of Canada*, the corporation shall annually, after its first registration hereunder, present to the Registry Officer the then subsisting document of authority, within thirty days after the date thereof, and upon due presentation of the same and upon payment of the fee hereinafter prescribed, shall be entitled to registry hereunder, or to renewal of registry, as the case may be; and in default of registry or of renewal of registry within the said thirty days, the corporation shall be deemed to be unregistered.

**Proviso.** Provided that such presentation may be dispensed with on the Registry Officer receiving from the proper officer of the Dominion of Canada notice that such license or document of authority has in fact issued to the corporation named in the notice, and authorizes the transaction of insurance of the kind and for the term specified in the notice.

**Evidence of registry: semi-annual list to be published.** 26.—(1) The Registry Officer shall cause to be published in the *Ontario Gazette*, in February and July of each year, respectively, a list of the corporations which stand registered at the date of the list; also, if, in the interval between two such lists of registered corporations, a new corporation is registered, or the registry of any corporation is suspended or cancelled, or if a suspended registry is revived, he shall cause notice thereof to be published in the *Ontario Gazette*.

**Effect of notice in Gazette.** (2) A list or notice published in the *Ontario Gazette* over the name of the Registry Officer shall, without further proof, be received in any court and before all justices of the peace and others as *prima facie* evidence of the facts set forth in such published list or notice.

**No unregistered corporation to undertake insurance.** 27.—(1) After the 31st day of December, 1892, no person or persons, or body corporate or unincorporated, other than a corporation standing registered under this Act, and persons duly authorized by such registered corporation to act in its behalf, shall undertake or effect, or offer to undertake or effect, any contract of insurance.

(2) If any promoter, organizer, office-bearer, manager, director, officer, collector, agent, employee, or person whatsoever, other than as enacted in the next preceding sub-section, undertakes or effects, or agrees or offers to undertake or effect any contract of insurance, he shall be guilty of an offence, and upon summary conviction thereof before any police magistrate or justice of the peace having jurisdiction where the offence was committed, shall be liable to a

penalty not exceeding \$200 and costs, and not less than \$20 and costs; and in default of payment the offender shall be imprisoned with or without hard labor for a term not exceeding three months and not less than one month; and on a second or any subsequent conviction he shall be imprisoned with hard labor for a term not exceeding twelve months and not less than three months.

**Application of fine.** (3) Any one may be prosecutor or complainant under this Act; and one-half of any fine imposed by virtue of this Act shall, when received, belong to Her Majesty for the use of the Province, and the other half shall belong to the prosecutor or complainant.

**Appeals from decision of Registry Officer.** 51.—(1) Upon the decision of the Registry Officer that the corporation is or is not entitled to registry, or upon any suspension, revivor, or cancellation of registry by him, an appeal may be had to a Divisional Court of the High Court, the appellant having first given security for costs, in an amount to be determined by the Court or a Judge thereof, or by General Rules, as hereinafter provided for. Two clear days' previous notice of the application to fix the amount of such security shall be given to the Registry Officer at his office.

The following provisions regarding adjustments are of considerable interest:—

**Insurer's right of entry after loss.** 33. (4) After any loss or damage to insured property, the insuring corporation, called hereinafter the insurer, has, by a duly accredited agent, an immediate right of entry and access sufficient to survey and examine the property, and make an estimate of the loss or damage; but the insurer is not entitled to the disposition, control, occupation or possession of the insured property, or of the remains or salvage thereof, unless the insurer undertakes reinstatement, or accepts abandonment of the property.

**Duty of assured after loss.** After any loss or damage to insured property, it is the duty of the assured when and as soon as practicable to secure the insured property from damage, or from further damage, and to separate as far as reasonably may be the damaged from the undamaged property; and to notify the insurer when such separation has been made; and thereupon the insurer shall be entitled to entry and access sufficient to make an appraisal or particular estimate of the loss or damage:

**Proviso.** Provided that at any time after the loss or damage, insurer and the assured may, under a term of the contract of insurance or by special agreement, 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.

#### APPLYING ESPECIALLY TO LIFE INSURANCE.

**Error in age not to avoid contract.** 34. (1) Where the age of a person is material to any contract within the intent of section 2, and such age is given erroneously in any statement or warranty made for purposes of the contract, such contract shall not be avoided by reason only of the age being other than as stated or warranted, if it shall appear that such statement or warranty was made in good faith and without any intention to deceive; but the person entitled to recover on such contract shall not be entitled to recover more than an amount which bears the same ratio to the sum that such person would otherwise be entitled to recover as the premium proper to the stated age of such person bears to the premium proper to the actual age of such person—the said stated age and the actual age being both taken as at the date of the contract.

**Proviso.** "Provided that in no case shall the amount receivable exceed the amount stated or indicated in the contract."

**"Premium."** (2) For purposes of the next preceding sub-section, the word "premium" shall mean the net annual premium as shown in the Hm. table of the Institute of Actuaries of Great Britain, the rate of interest being taken at  $4\frac{1}{2}$  per cent. per annum. 52 V., c. 32, s. 3.

**Fractional part of year.** (3) If the error in age includes a fractional part of a year exceeding a half year, such fractional part shall be computed as a whole year; but if the fractional part does not exceed a half year, it shall be wholly disregarded in the computation.

**Where age is taken as greater than known age.** (4) When, by the terms and for the purposes of the contract, the age of the person in respect of whose age the contract is made is taken to be greater than the actual age of such person, the number of years added to such age shall, for purposes of the calculation provided for by this section, be added to the true age of such person.

**Error may be adjusted between insurer and assured at any time before maturity of contract.** (5) Where any error is discovered in respect of any contract of life insurance, or of the premium or premiums paid or to be paid upon such contract, nothing herein contained shall be construed in any way to prevent at any time before the maturity of the contract an adjustment