money lent at interest, and quite a different thing to legislate in reference to other contracts where interest is only an incident. The question is simply as to the power. The wisdom of the Dominion Parliament is likely to be equal to that of the Province, and private rights in regard to interest are not less likely to be protected in the Dominion than in the Province. . . .

Section 7 is not restricted to such mortgages as are mentioned in sec. 3. By plain and unambiguous language it applies to every mortgage on real estate executed after the first day of July, 1880, where the money secured "is not under the terms of the mortgage payable till a time more than five years after the date of the mortgage."

The plaintiffs claim to be entitled to the benefit of sec. 25 of R. S. O. ch. 205. . . . The words of this section are wide enough to apply to mortgages executed before the passing of that Act. There is no restraint as to its application such as is found in R. S. C. ch. 127. It is contended that this Ontario Act applies only to mortgages of loan corporations. I do not decide this.

Nothing turns on the company's Act of incorporation. The company has its head office in Edinburgh, and has the right to lend money in Canada. It is given the right, as a company, to do what an individual can do, but it can have no higher or other right.

It was argued that, as the money is payable in Scotland, the law governing the right to pay or to refuse payment must be the law of Scotland. . . . As the mortgage gives the mortgagor the option of paying in Canada, the contract may be considered as if made in Canada and to be performed here; the loan was, in fact, made here, upon property here. The law of Canada must govern in relation to the contract and its incidents.

Applying the principles laid down in Hamlyn v. Talliskers Distillery, [1894] A. C. 202, Jacobs v. Credit Lyonnais, 12 Q. B. D. 589, Re Missouri S. S. Co., 42 Ch. D. 321, and South African Breweries v. King, [1899] 2 Ch. 173, it must be found that the contract was intended to be governed by the law of Canada. . . . Upon the whole case, I think the agency of Kingstone, Symons & Kingstone is established, and that tender to them of the bill of exchange as payment of the mortgage money must be considered as good and sufficient. Scully v. Tracey, 21 O. R. 454, distinguished. . .

As this is an application under the statute, Brown v. Cole, 14 Sim. 427, approved in Bovill v. Endle, [1896] 1 Ch. 648,