

MIDDLETON, J.

APRIL 22ND, 1919.

RE ANGLO-AMERICAN FIRE INSURANCE CO. (No. 2).

*Company—Incorporation of Insurance Company under Ontario Laws—License from Dominion—Authority to Do Business throughout Canada—Validity of Contracts of Insurance Made outside of Ontario in Respect of Property outside of Ontario.*

Appeals, by persons claiming as creditors of the company, from the report of CAMERON, Official Referee, in a winding-up matter.

The appeals were heard in the Weekly Court, Toronto.

W. D. McPherson, K.C., J. H. Moss, K.C., J. H. Spence, G. M. Clark, and A. Cohen, for the claimants.

A. C. Heighington, for the liquidator.

MIDDLETON, J., in a written judgment, said that the company was incorporated by letters patent issued by the Provincial Secretary on the 16th March, 1899, and had licenses from both the Province and Dominion. Under the former it was licensed "to carry on in the Province of Ontario the business of general fire insurance," and under the latter "to transact throughout Canada the business of fire insurance."

The charter recited the desire of the incorporators for incorporation "for the transaction of such kind or kinds of insurance as may be authorised by" Provincial licenses issued to the company, and they are created "a body corporate and politic," "capable of exercising all the functions of an incorporated company for the transaction of such insurance as if incorporated by a special Act of the Legislature of Ontario."

These letters patent were under the great seal of the Province and signature of the Lieutenant-Governor.

The company issued policies insuring property outside of Ontario. The insured in many instances resided out of Ontario; and the policies, though under the corporate seal and due signature of the company's chief officers, were issued and countersigned by agents out of Ontario.

In the winding-up, claims were made for losses payable under such policies, and for unearned premiums paid up to the date of cancellation by the liquidator, and for refund of premiums paid if the policies were ultra vires of the company.

All such claims had been disallowed by the Referee, and this appeal was from the disallowance.

In Canadian Pacific R.W. Co. v. Western Union Telegraph Co.