

says, it should be his earnest desire to have the words "assessment system" put on every document and every policy, and to advertise it in every possible way. I really cannot see why he takes the ground he does.

Mr. BOWELL. I do not think the objection the hon. member for East Bruce (Mr. Wells) takes to the clause is so important as he thinks it is. If the companies have the number of circulars on hand he says, it will not require half a dozen men to stamp them. They can easily be run through a power press with the same rapidity with which they were printed. The only objection, to my mind, is that of expense, and it will not be very large. The very strong opinion expressed in the committee—and I see it prevails in the House—was that all documents of these companies should bear on their face evidence that they are documents of companies conducted on the co-operative plan. I think the clause is sufficient. It makes any officer of an unlicensed company, or any person who transacts business on behalf of such company, liable to the penalty.

Mr. WELLS. By that clause you make any person doing any sort of business for an unlicensed company liable. If a publisher of a newspaper inserts an advertisement for such a company, would you make him liable?

Mr. BOWELL. He is not transacting business on behalf of the company.

Mr. WELLS. It depends on what the court will take "transacting business" to mean. I think he would be.

Mr. MACKENZIE. Insert the word "insurance" before the word "business."

Mr. WELLS. I would suggest that all the words after the word "company," in the 18th line, to the word "company," in the 20th line, be omitted, because this is provided already in the general Insurance Act. I would move to that effect.

Amendment (Mr. Wells) negatived.

Mr. BOWELL. I think the suggestion made by the hon. member for East York (Mr. Mackenzie) meets the objection, and makes the clause much clearer. I would move that as an amendment,

Amendment agreed to.

Mr. BEATY. There should also be an amendment to the 21st line by adding the following words:—

And any director, manager, agent or other officer of the company; or any other person transacting business on behalf of the said company; circulating or issuing any policy, or application, or circular, in which the words "assessment system" are not printed thereon, shall be liable to a penalty mentioned in the 13th section of the Act.

Amendment agreed to.

Mr. DAVIES. Suppose an agent circulates 1,000 copies, is it to be one offence, or more than one?

Mr. BOWELL. That question is before the courts of Ontario, as to whether bribing one man or a dozen is one offence.

Mr. BLAKE. It ought to be made clear.

Mr. DAVIES. It is monstrous that the man who issues one circular should be subject to the same penalty as the man who issues 1,000.

Mr. BOWELL. For each offence, \$1,000.

Mr. DAVIES. No; the Act says not exceeding \$1,000; it may be \$1.

The Committee rose, and it being six o'clock, the Speaker left the Chair.

#### After Recess.

House again resolved itself into Committee.

Mr. IVES. I propose to move, as the 10th clause, the following:—

Mr. EDGAR.

In every policy issued by a foreign company licensed under this Act in favor of a resident of Canada, a clause shall be either embodied thereon or endorsed thereon to the effect that an action to enforce the obligation of said policy may be validly taken in any court of competent jurisdiction in the Province wherein said policy-holder resides or last resided before his decease.

Mr. WELLS. Would it not answer to have it declared in the Act instead of embodied in the policies?

Mr. IVES. I do not intend the clause to be annoying, but I think it is better to put it in this way. If it is merely declared in the Act, it will be binding upon those companies only so far as our own courts are concerned, and if you have to go into a foreign court with a judgment obtained in Canada, that judgment will not be binding, because the foreign court will not necessarily recognise the declaration of our own statute. If you provide that the policy itself shall contain that bargain between the insured and the insurer, it must be held to be binding in all foreign courts, upon the company as well as upon the individual. I do not consider it would more than half answer the purpose we have in view if this were simply put into the statute, because it would simply be a law as between the company and the insured in the Dominion of Canada, and nowhere else.

Mr. WELLS. That is not my notion of an action upon a judgment. The only defence, as I understand, that can be raised in such a case, is as to the regularity of the judgment. No defence can be raised to an action of a judgment which might have been raised in the original action.

Mr. HALL. That may be true, but there may be cases where parties would prefer to go to the foreign court direct. The company may have no assets here, and the parties may go to a court of foreign jurisdiction as a first resort.

Mr. WELLS. Then the clause would not apply at all.

Mr. HALL. Certainly it would, if it were embodied in the policy.

Mr. WELLS. The idea is, that they shall not be compelled to sue there. It is only a vexatious amendment.

Mr. WHITE (Cardwell). There is a condition in some of the policies that proceedings must be taken in courts of the United States.

Mr. WELLS. No.

Mr. WHITE. There were some policies of that kind read in the committee room.

Mr. WELLS. I have explained half a dozen times that that was in the original policies, which has been expunged.

Mr. WHITE. That was in a very recent policy, and there is no reason why it may not be in a policy again. If a person insured makes a condition that he will only sue in a court in the United States, what value is the statutory declaration here? He has made the contract that he will only sue in the United States.

Mr. WELLS. The amendment which I moved would remove that objection altogether.

Mr. WHITE. It would.

Mr. WELLS. I move it now.

Mr. HALL. That certainly removes one objection, but still it does not give to the assured the benefit we have intended to give him, that is, that he should have his choice of suing here or going to the foreign jurisdiction to sue. The amendment of the hon. member for Richmond and Wolfe (Mr. Ives) would give him both, and both would be none too little.

Mr. WELLS. He has both, under my amendment.

Mr. HALL. I think not.

Mr. WELLS. Then why do you not apply this to the policies of the other companies?