

ed resided, or the same may be decided by arbitrators named by the parties in difference.

**51.** If on such reference the claimant recover more than the sum tendered by the Directors he shall have judgment therefor against the Company with interest from the time that payment became due, and costs of suit. If more recovered.

**52.** If no more be recovered than the amount so tendered the Plaintiff shall have judgment for that amount only without costs, but the Company shall be entitled to costs against the claimant as in case of a verdict for the defendant. If no more recovered.

**53.** Whenever any assessment is made on any premium note given to the Company as part of the consideration for any policy of insurance issued by them, and whenever any call is made upon any holder of guarantee stock, the certificate of the Company specifying such assessment or call and the amount due to the Company by means thereof, shall be taken and received as *prima facie* evidence thereof in all courts and places whatsoever. Proof of call or assessment.

**54.** Any Justice of the Peace may examine upon oath or solemn affirmation any person or persons who come before him to give evidence touching any matter or thing in relation to life insurance in which this Company is or may be interested, and may administer the requisite oath or affirmation. Examination on oath.

**55.** Wilful and corrupt false swearing or affirming, concerning any matter or thing in relation to life insurance in which this Company is interested, before any one having lawful authority to administer an oath or affirmation, shall be wilful and corrupt perjury; and notice to the defendant to produce any document in his possession, power or control, shall in all actions, suits and prosecutions by the Company let in secondary evidence thereof if the same be not produced in pursuant to the said notice. Perjury.

**56.** No action or suit shall be brought against the Company save within one year of the event, damage or loss which is the cause thereof, nor shall any execution issue against the Company upon any judgment until after the expiration of six months from the time of the recovery thereof. Secondary evidence.

**57.** In all actions suits and prosecutions in which the Company is in any way concerned, the Secretary or other officer of the Company shall be a competent witness notwithstanding any interest he may have therein. Limitations of actions and executions.

**58.** The Head Office of the Company shall be at Toronto, but branch offices may be established in such other cities, towns, and places of the Dominion of Canada as the Directors may think fit. Officers may be witnesses.

**59.** The Company shall present to the Governor General and both Houses of the Parliament of Canada, during the first fifteen days of the first Session thereof in every year, a full and unreserved account of the affairs of the Company, and of its funds, property and securities, shewing— Head Office and Branches.

- (a) The amount in real estate.
- (b) The amount in bonds and mortgages.
- (c) The amount in premium notes.
- (d) The amount in public debt or other stock.
- (e) The amount of moneys due to and from the Company.
- (f) The names of all the Directors and guarantee Stockholders of the Company.