and all monies payable under the contract shall be paid in Nova Scotia at the office of the insurer or its chief officer or agent in lawful money of Canada.

Any action to enforce such contract may be validly taken in any court of competent jurisdiction in Nova Scotia.

This section shall have effect notwithstanding any agreement, condition or stipulation in the policy to the contrary.

The law of Quebec interposes no obstacle to the freedom of contract in this respect, and in cases where the intention of parties is not expressed the court will apply the foreign law or the local law according to their presumed intention. We have an instance of the application of the law of New York in the case of Perrault vs. The Equitable Life Assurance Company. The plaintiff represented a Canadian policy-holder and claimed the amount of the policy for the benefit of the creditors of the assured. The company pleaded that the policy was issued and made payable in New York, that the idemnity was made payable there, and that it had paid the amount to the administrator appointed to the assured under the laws of the State of New York in compliance with a judgment obtained by such administrator in the Superior Court of New York. Our Court of Appeal held that the company having lawfully performed its part of the contract in New York where the contract was made, and where it agreed to pay, had been validly discharged according to the law of New York, and that this discharge operated as a release of the company's obligation everywhere.

And the same court held in Vennor vs. Life Association of Scotland, that a bond signed in this province in favour of a foreign insurance company must be interpreted according to the law of this province, and that a power contained in the bond to cancel an insurance policy guaranteeing it must, under the law, be exercised before a tender is made.

The case of Avon Marine Insurance Company vs. Barteau, decided in Nova Scotia, furnishes us with a very good example of the presumed intention of the parties to a marine policy, that the adjustment of general average should be regulated by the law or usage of the ship's port of destination or discharge, no matter where the contract is made or where the parties are domiciled. The defendant, a British subject resident in Nova Scotia, insured a brigantine on a time policy with the plaintiff company, whose head office was in England. The vessels, while on a voyage from Liverpool to New Pork, sustained damage which was the subject of general average. It appears that the average as adjusted at New York, amounted to a larger sum than if adjusted in Nova Scotia. It was held that the underwriter was bound to reimburse all such general average charges as have been assessed on the insured by a foreign adjustment settled according to the law of the port of adjustment. This decision is in conformity with the English and American cases upon the subject, and the reason of the rule is thus given by Lord Tenterden in his judgment in the case of Simons vs. White, "The shipper of goods tacitly, if not expressly, assents to general average, as a known maritime usage, and by assenting to it must also be taken to assent to its adjustment at the usual and proper place, according to the usage and law of the place." And in another English case the same rule applied to the underwriter, the court holding that he was also bound by a foreign adjustment rightly settled according to the laws and usages of the foreign port.

After this brief and necessarily imperfect sketch of the manner in which our law regards the operation of foreign companies it may seem interesting to see how they are treated when their operations are suspended by insolvency. In the Province of Quebec, at least, the right of a foreign receiver or liquidator to appear and plead in our courts has been recognized in a number of leading cases. But the difficulty arises when a foreign receiver, in the attempt to take possession of the insolvent's property in this country, comes in competition with the claims of local creditors.

Thus in Osgood vs. Steele, the Court of Appeals, confirming the judgment of the Superior Court, held that a receiver, appointed under the Statutes of New York to an insolvent insurance company could not intervene in a case pending in our courts wherein monies belonging to the company had been attached and claim such money for distribution in New York, the legal domicile of the company.

It is only when no adverse interests exist in this country that the receiver of a foreign insolvent will be permitted to remove property from the jurisdiction, for the receiver, who is merely the administrator of the insolvent estate, can derive from the foreign judgment appointing him no greater right than the insolvent company had, and the company itself could not have removed its property to the prejudice of the creditors here.

To state the law upon a subject like this invites a consideration of the desirability of amendments or reforms, especially at a time when a Royal Commission is investigating the conditions of life insurance in Canada. So far, the criticisms offered by the Superintendent of insurance, in his testimony before the commission, appear to indicate that the principal defect is not in the law itself, but in the lack of facilities or determination to enforce it. No special reference seems to have been made to foreign companies, except that the superintendent desires powers enabling him to require heavier deposits from shaky foreign concerns.

The most palpable objections to the existing state of the law do not specially affect foreign companies, but are equally felt by domestic corporations.