

diction to our courts. There is nothing to show that the contract was made here at all, and, whether the amendment would be of any use here or not, it would only remove the difficulty of the man who had to sue at home, and that would be worse than the other amendment. It seems to me that the foreign insurance company ought to agree that, although the contract is made in a foreign country, the holder of the policy here should be entitled to pursue his recourse in our courts, and therefore I cannot accept the amendment of the hon. member.

Mr. WELLS. Surely my hon. friend does not mean to say that if a policy is made in New York to a Canadian policy holder the latter cannot sue in Canada. It has been held to the contrary in this country. Then the only effect would be that, supposing any company put such a provision in the policy, and that is pleaded against the action, the courts would hold that it was void. I go further. My hon. friend, perhaps, does not know that many of the policies made by these American companies are expressly made on the face of them payable old line in New York or elsewhere, so that, if he is going to introduce that amendment at all, he must make it applicable to them all. The policies of the New York Life, the Mutual Life, and other companies, are especially stated to be made in New York.

Mr. ABBOTT. It seems to me there is no difficulty about a suit in Canada which is not covered by either of those amendments. Canvassers for these foreign companies are frequently people who travel about and ask for subscriptions. The company itself may have no office which anybody can find, or to which anyone can have convenient access. It seems to me the chief difficulty about suing any company would be the possession of a domicile, a place where a writ could be served. If it were a condition that the company should name a place, and, as we say in Lower Canada, elect a domicile in the Province, somewhere where the writ could be served, then persons suffering losses might take their remedy in the Province. My impression is that the first amendment moved should have an addition to it, that besides stating that persons may sue within the Province for a remedy upon any policy issued, a place should be named within the Province where the writ could be served. Without that the remedy would be quite illusory.

Mr. IVES. I should much prefer the suggestion of the hon. member, although the remedy would not be quite illusory, because in our Province we could call them in by advertisement and obtain a judgment that way.

Mr. EDGAR. That suggestion is a good one; still I think the clause would be very valuable even if that suggestion were not adopted, because in Ontario there is no difficulty in serving a foreign corporation.

Mr. IVES. Nor in Quebec either.

Mr. DAVIES. I think most of the Provinces have provisions in their procedures to sue foreign corporations. I think that the suggestion of the hon. member for Jacques Cartier (Mr. Girouard) should be accepted by the mover of the resolution, and that one should not be compelled to sue in the particular locality where the person dies, but anywhere in the Province.

Mr. ABBOTT. Allow me to refer to the General Insurance Act as it exists. In clause 9 of that Act it is provided that documents are to be filed before license is granted, and among those documents is a power of attorney, which must declare in what place in Canada the head office or chief agency of such company is situated, and it must expressly authorize such attorney to receive process in all suits and proceedings against such company, in any Province of Canada, for any liabilities incurred by the company therein.

Mr. IVES.

Mr. BOWELL. I would like to suggest to the legal gentlemen in this matter, that that clause already applies to these line companies. I take it for granted that every clause in this Act of which this is a part applies to this company, except those that are specially repealed. However, I would suggest, as this is rather an important amendment, that the hon. member who has moved the amendment should withdraw it for the present, and have it carefully drawn, and move it at the third reading of the Bill.

Mr. IVES. I have no objection.

Amendment, and amendment to the amendment, withdrawn.

On section 7,

Sir RICHARD CARTWRIGHT. Is such a thing as that within our purview.

Mr. LANDRY (Kent). I was not present in the committee before which the Bill was so lengthily discussed, but I think we ought to go somewhat farther than this clause provides. A good deal of litigation has arisen in testing the claims of parties, for the reason that in the application certain statements were made that were proven to be untrue. We can easily see how this can be done. People who go around canvassing for applications are very apt to meet with persons as applicants who do not know exactly the meaning of certain questions which they have to answer. The canvasser will very probably say that it does not make much difference whether the application is correctly filled up or not, and with this statement in view the applicant fills up the application. The answers given are, however, made part of the contract, and if it should turn out, afterwards, that there has been some error in the statements, although they have been made in good faith, the representatives of the party will not be able to enforce the claim. We should add the words: "Provided it has not been made fraudulently." Unless the statement, which proves to be an erroneous one, is made fraudulently at the time, the policy should not be voided. Applicants in answering as to their age may make a mistake of a year. The canvasser very probably says that the exact age is not material; nevertheless, it is afterwards made material, and if it should turn out to be erroneous, the representatives of the insurer will not be able to enforce the claim.

Mr. DAVIES. I cannot agree with the hon. member for Kent. The section goes as far as it can reasonably go. Heretofore misstatements, whether material or immaterial, would void the whole policy. That was unfair and unjust. This section is in the direction of relieving policy holders from that injustice. I cannot, however, go so far as to say that if very material statements should prove false the policy should not be voided. I think it should be voided.

Mr. LANDRY (Kent). In the case of fire insurance, for example, the distance of one building from another is frequently erroneously stated, and in some cases the agent has himself drawn out the rough plan. There are many answers given to questions in applications for life insurance, respecting which the parties are not certain, and if the statements are made *bona fide*, I think the policy should not be voided, although they subsequently prove to be incorrect.

Mr. ABBOTT. I agree with the hon. member for Queen's in his view as to the proposal just made. The contract is one which depends on the representations of the party desiring to be assured. The amount of premiums to be paid depends on the statements made, and they are absolutely the conditions on which the insurance is effected. If an applicant makes a misstatement as to his age, that may have an effect on the amount paid during 20, 30 or 50 years, and if he may make an error in regard to one year he may as regards five years. It is proper that, if the