92, come clearly within one or other of the general classes of subjects expressly assigned in sect. 91 to the Dominion parliament, as *e. g.* "the solemnization of marriage" comes within "marriage and divorce." It then goes on to discuss what is meant by "property and civil rights in the province," in sect. 92, subs. 13, the result come to being that it must not be confined to such rights as flow from the law, *e. g.* the statutes of persons, but includes also rights arising from contract, excepting, of course, that class of contracts specially enumerated in sect. 91, viz. : "bills of exchange and promissory notes." It then proceeds to discuss the meaning of the words "the regulation of trade and commerce" in sect. 91. The conclusion come to is that the context shows that regulations relating to general trade and commerce were in the mind of the legislature, and they were not referring to rules for regulating particular trades. The words rightly understood include "political arrangements in regard to trade requiring the sanction of parliament, regulation of trade in matters of inter-provincial concern, and it may be that they would include general regulation of trade affecting the whole dominion." The immediate result arrived at, is that Ont. 39 Vict. c. 24 requiring certain conditions to form part of policies of insurance entered into or in force in Ontario is not *ultra vires*, no matter whence the insurance company affected may have derived its corporate powers. It only requires that if they choose to make contracts of insurance in Ontario, relating to property in that province, such contracts shall be subject to certain conditions. But the more important result of the reasoning in the judgment would appear to be that it points to three simple propositions with reference to the powers of the Dominion parliament and the provincial legislatures respectively in reference to the incorporation of companies, viz. : (i.) the Dominion parliament alone has the right to create a corporation to carry on business throughout the Dominion,—and it has this right by virtue of its general power over all matters not coming within the classes of subjects assigned exclusively to the legislatures of the provinces, the only subject on this head assigned to the provincial legislatures being "the incorporation of companies with provincial objects." (ii.) Nevertheless each provincial legislature has the power to regulate the contracts of such Dominion companies, within the limits of its province ; this it has by virtue of its exclusive legislative power over "property and civil rights in the province." (iii.) Each provincial legislature has authority to incorporate companies with power to carry on business within the limits of the province ; this it has by virtue of its power over "the incorporation of companies with provincial objects."

It was also decided in this case that according to the true construction of the said Ontario Act, 39 Vict. c. 24, whatever may be the conditions sought to be imposed by insurance companies no such conditions shall avail against the statutory conditions, and the latter shall alone be deemed to be part of the policy and resorted to by the insurers, notwithstanding any conditions of their own, unless the latter are indicated as variations in the manner prescribed by the Act.

The next case requiring notice is also an important case on the British North America Act, viz., *Dobie* v. *The Temporalities Board*, p. 137. The judgment in this case lays down the proposition that the power conferred by section 129 of the B. N. A. Act upon the provincial legislatures to repeal and alter the statutes of the old Parliament of the Province of Canada are made precisely co-extensive with the powers of direct legislation with which these bodies are invested by the other classes of the Act, and therefore in order to ascertain how far any Provincial Legislature has power to alter and amend an Act of the old Parliament of Canada it is necessary to revert to sects. 91 and 92 of the B. N. A. Act. Moreover, at p. 149 we find the following given as principles established by the judgment in *Citizens Ins. Co.* v. *Par-*