to agents in New Brunswick, who handed the policies to the assured there, and took in premium notes either in favor of the company or of the brokers' agent, the transactions were held to be completed in New Brunswick and to be illegal for failure on the part of the company to file a certificate. Manitoba has passed an Insurance Act, which provides for the licensing and registration of companies before they can carry on the business of insurance in the province, but allows insurance licenses of the Dominion to be licensed under the Act. Another Manitoba enactment, "The Foreign Corporations Act" requires all foreign corporations to obtain a license from the Lieutenant-Governor in Council authorizing it to carry on business within the province of Manitoba.

When a foreign insurance company is qualified to carry on its operations in Canada, the next question which presents itself is as to what law will govern the interpretation and effect of its contracts with the assured. It does not follow that because it takes risks in this country the laws of Canada will necessarily determine the respective rights of the parties. The courts will, in general, apply the law which the parties had in view, and their intention, whether expressed or presumed, will prevail.

In many cases the insurance contract expressly stipulates that a particular law or usage shall govern either the whole contract or some of its incidents. Thus, some policies provide that the law of the State of New York shall govern, others that the law of Germany shall be applied, and others again that the rights of the parties shall be referred to the laws of England. Such stipulations are perfectly lawful and the courts will give full effect to them, except where, as in the case of the Ontario Statute to be referred to presently, the liberty of the parties is restricted by special legislation.

But where the contracting parties have not in terms indicated the law or custom which is to regulate their regulations, the court will endeavour to collect their intention from all the circumstances of the case. Generally the place where the contract is made, *i.e.*, completed, is taken as indicating that the parties intended to submit themselves to the law of that place. But sometimes, the place of performance or payment, or the domicile of one or other of the parties will form a clue to their intentions. It is impossible to lay down any hard and fast rule, and it cannot be said that the reported cases exhibit a complete consistency in the method of arriving at the probable intention of the parties.

In the case of Meagher vs. Ætna Insurance Company, a policy had been prepared in the United States, there the company was incorporated, and had been transmitted to the company's agent in Ontario, with whom the plaintiff had insured. It was held that the contract had in fact, been completed in Ontario, and that the law of that province and not the law of New York should govern.

So also in the case of Mason vs. Massachusetts Benefit Life Association, the Divisional Court of Ontario held that the completion of the contract by the signature of the agent in Canada made the contract subject to Canadian law.

But in Clarke vs. Union Fire Insurance Company, a different result was arrived at although the situation of the parties seems to have been analogous. The company in this case had its head office in Ontario, and signed and sealed policies in blank and sent them to an agent in New York who, on effecting an insurance, filled and issued them. It was contended that the filling up and issuing of the policies in New York brought the contract under the laws of that State, but the court held that the contract was governed by the law of Ontario, where the policy was signed and sealed, and that the law defining the insurer's engagements is that of the place where the corporation has its seat.

The Ontario decisions seem to indicate a reluctance on the part of the courts of that province to apply the law of a foreign country to insurance contracts, and this tendency has obtained legislative sanction in clause 143 of the Ontario Insurance Act, which provides that;

"When the subject matter of any insurance contract is property, or an insurable interest within the jurisdiction of Ontario, or is a person domiciled or resident therein, any policy certificate, interim receipt, or writing evidencing the contract shall, if signed, countersigned, issued or delivered over in Ontario, or committed to the post office or any carrier, messenger or agent, to be delivered or handed over to the assured, his assign or agent in Ontario, be deemed to evidence a contract made therein, and the contract shall be construed according to the law thereof, and all monies payable under the contract shall be paid at the office of the chief officer or agent in Ontario of the incurring corporation, in lawful money of Canada, and this section shall have effect notwithstanding any agreement, condition or stipulation to the contrary."

A very similar provision is found in the "Life Insurance Act" of Nova Scotia. It provides that, where the assured is a person domiciled or resident in Nova Scotia, or is so domiciled or resident at the time of maturity of the policy the policy, certificate or writing, evidencing the contract shall if issued or delivered over in Nova Scotia, or committed to the post office or to any carrier, messenger or agent to be delivered or handed over in Nova Scotia to the assured, his assign or agent, be deemed to evidence a contract made in Nova Scotia, and the contract shall be construed, and the status of the beneficiary or beneficiaries thereunder shall be determined, according to the law of Nova Scotia,