

principle of *McDonald v. Park*, 3 O. W. R. 812, 972, and *Hamilton v. Hodge*, 8 O. W. R. 351, 421.

The costs of the motion will be in the cause.

CARTWRIGHT, MASTER.

MARCH 8TH, 1909.

CHAMBERS.

GRAY v. CROWN LIFE INSURANCE CO.

*Discovery — Production of Documents — Action on Life Insurance Policies — Application of Law of Quebec — Agreements between Insurance Company and Agent and Agent and Sub-agent — Materiality — Relevancy — Authority of Agents — Order for Better Affidavit on Production.*

Motion by plaintiff for a better affidavit on production of documents from the defendants.

M. Lockhart Gordon, for plaintiff.

C. W. Kerr, for defendants.

THE MASTER:—The action is on two policies of insurance on the life of the husband of plaintiff. The statement of defence alleges that they are void by reason of his having died by his own hand, inasmuch as said policies were governed by the laws of Quebec. There are, therefore, two issues, both of which must be proved before defendants can succeed in refusing payment.

The plaintiff wishes to see the terms of the agreement made by the defendant company with Henderson, the general agent of the company for the province of Quebec, which is admitted to be in existence and to define his "duties and powers" (QQ. 172-174 of depositions of defendants' secretary). The same is true as regards Henderson's contract with Pratt as his city manager. It is no doubt most relevant to determine if the contracts are to be interpreted by Quebec or Ontario law.

In *Cutten v. Mitchell*, 10 O. W. R. 734, a similar question was raised, and on the document being examined by Anglin, J., "by consent of Mr. McKay, without which I would not have done so," as the learned Judge said at p. 736, he was satisfied that the plaintiffs in that case were not bound to produce it. Here in the same way the contracts are not mentioned in the defendants' affidavit on production, but Mr.