to the association's charter embodied in the status of the domiciliary state as interpreted by the latter's court. "The beneficiary certificate was not a mere contract to be construed and enforced according to the laws of the State where it was delivered. Entry into membership of an incorporated beneficiary society is more than a contract; it is entering into a complex and abiding relation and the rights of membership are governed by the law of the State of incorporation. [Hence] another State, wherein the certificate of membership was issued, cannot attach to membership rights against the society which are refused by the law of domicile." Consistent with that, the Court also held, in *Order of Travelers v. Wolfe*,[123] that South Dakota, in a suit brought therein by an Ohio citizen against an Ohio benefit society, must give effect to a provision of the constitution of the society prohibiting the bringing of an action on a claim more than six months after disallowance by the society, notwithstanding that South Dakota's period of limitation was six years and that its own statutes voided contract stipulations limiting the time within which rights may be enforced. Objecting to these results, Justice Black dissented on the ground that fraternal insurance companies are not entitled, either by the language of the Constitution, or by the nature of their enterprise, to such unique constitutional protection.

Insurance Company, Building and Loan Association: Contractual Relationships.—Whether or not distinguishable by nature of their enterprise, stock and mutual insurance companies and mutual building and loan associations, unlike fraternal benefit societies, have not been accorded the same unique constitutional protection; with few exceptions,[124] they have had controversies arising out of their business relationships settled by application of the law of the forum state. In *National Mutual B. & L. Ass'n v. Brahan*,[125] the principle applicable to these three forms of business organizations was stated as follows: where a corporation has become localized in a state and has accepted the laws of the state as a condition of doing business there, it cannot abrogate those laws by attempting to make contract stipulations, and there is no violation of the Full Faith and Credit Clause in instructing a jury to find according to local law notwithstanding a clause in a contract that it should be construed according to the laws of another state.

Thus, the Court held in *Brahan*, when a Mississippi borrower, having repaid a mortgage loan to a New York building and loan

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[123] 331 U.S. 586, 588–89, 637 (1947).

[124] New York Life Ins. Co. v. Head, 234 U.S. 149 (1914); Aetna Life Ins. Co. v. Dunken, 266 U.S. 389 (1924).

[125] 193 U.S. 635 (1904).