association, sued in a Mississippi court to recover, as usurious, certain charges collected by the association, the usury law of Mississippi rather than that of New York controlled. In this case, the loan contract, which was negotiated in Mississippi subject to approval by the New York office, did not expressly state that it was governed by New York law. Similarly, when the New York Life Insurance Company, which had expressly stated in its application and policy forms that they would be controlled by New York law, was sued in Missouri on a policy sold to a resident thereof, the court of that state was sustained in its application of Missouri, rather than New York law.[126] Also, in an action in a federal court in Texas to collect the amount of a life insurance policy which had been made in New York and later changed by instruments assigning beneficial interest, it was held that questions (1) whether the contract remained one governed by the law of New York with respect to rights of assignees, rather than by the law of Texas, (2) whether the public policy of Texas permits recovery by one named beneficiary who has no beneficial interest in the life of the insured, and (3) whether lack of insurable interest becomes material when the insurer acknowledges liability and pays the money into court, were questions of Texas law, to be decided according to Texas decisions.[127] Similarly, a state, by reason of its potential obligation to care for dependents of persons injured or killed within its limits, is conceded to have a substantial interest in insurance policies, wherever issued, which may afford compensation for such losses; accordingly, it is competent, by its own direct action statute, to grant the injured party a direct cause of action against the insurer of the tortfeasor, and to refuse to enforce the law of the state, in which the policy is issued or delivered, which recognizes as binding a policy stipulation which forbids direct actions until after the determination of the liability of the insured tortfeasor.[128]

Consistent with the latter holding are the following two involving mutual insurance companies. In *Pink v. A.A.A. Highway Ex-*

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[126] New York Life Ins. Co. v. Cravens, 178 U.S. 389 (1900). *See also* American Fire Ins. Co v. King Lumber Co., 250 U.S. 2 (1919).

[127] Griffin v. McCoach, 313 U.S. 498 (1941).

[128] Watson v. Employers Liability Corp., 348 U.S. 66 (1954). In Clay v. Sun Ins. Office, 363 U.S. 207 (1960), three dissenters, Justices Black, and Douglas, and Chief Justice Warren, would have resolved the constitutional issue which the Court avoided, and would have sustained application of the forum state's statute of limitations fixing a period in excess of that set forth in the policy.