tions, cost $5,590,698. It is highly significant that 25 new factories were erected in Montreal in 1905, so rapidly are the city's industries developing for upon them rests the responsibility.

THE NEW WINDSOR HOTEL.

Another indication of progress in this city is the project to provide accommodation for an additional 300 or more guests at the Windsor Hotel. For this purpose the site of the handsome and commodious Concert Hall will be utilized, and the present building enlarged and remodelled. The whole structure, when complete, will rival any hotel in the world in all the features which are attractive to guests.

This hostelry is singularly well placed, it is near to the business section of the city, close connections can be made, practically, at the very doors, with street car services to all parts of the city and district, and the rooms all look out upon an extensive flower garden. Montreal will have great reason to be very proud of the new Windsor Hotel, which had become an absolute necessity owing to the increased influx of visitors.

THE OUTLOOK FOR 1906

is more promising than was the prospect at the opening of 1905. The construction of a new transcontinental railway will be commenced in a few weeks. To the Northwest there are settlers being added daily. When Parliament meets there will be a new tariff established which is being designed to give full encouragement to our industries, protecting them where needed, and stimulating the internal development of those enterprises which add to the wealth and growth of the Dominion.

IMPORTANT LIFE ASSURANCE CASE.

THE MANUFACTURERS' LIFE INSURANCE COMPANY WINS ITS SUIT FOR ANNULMENT OF A POLICY.

After a very prolonged trial the North American Life Insurance Company has obtained a favourable verdict in its suit to have a policy on the life of the late C. O. Grothe annulled.

The company based its claim to have a policy it had issued cancelled on a number of grounds. The principal pleas were, that the fact of the deceased's application to other companies having been rejected was not made known to the North American Life, but, that the questions relating thereto had not been truthfully answered, and that the replies to questions as to the applicant Grothe's habits were also untruthful.

The plea, that he was personated at the medical examination was rejected, though, considering the circumstances, it was highly probable.

Judge Doherty gave a very liberal interpretation to the evidence respecting the applicant's habits and state of health. He said, it was not necessary for an applicant to be perfectly sound in constitution and health to obtain a risk, and that answers to an application had to be interpreted in a broad sense and need not necessarily imply that the applicant was free from "all the ills that flesh is heir to."

While, in a general sense, this doctrine is reasonable, it is liable to be used as a justification for concealing facts of vital importance in an application for a life policy, the exactitude and truthfulness of the answers in which are of the essence of the contract made with and by the company.

In the case under notice the applicant, prior to his seeking for a policy from the North American Life Insurance Company, was proven to have declared that he knew he was suffering from a certain serious disease, no reference to which was made in his application. Judge Doherty might well say "This was most extraordinary conduct." That a man declares he is suffering from a certain disease is, however, no evidence of his being so afflicted, for many persons are the victims of morbid hallucinations in regard to their health. But when a man *thinks* he has any physical ailment and avoids alluding to this idea when applying for a life policy he commits a fraud.

It came out on the trial that the agent who secured Grothe's application copied the answers made in a previous application instead of securing the applicant's personal replies to the company's questions. This was regarded by the judge as showing, that the affair was not wholly in the applicant's own interest, but was, more or less, a speculation. It was ruled that, if Grothe had applied for the policy merely as a personal favour to the agent, without any intention to personally meet its obligations, or to enjoy its advantages, direct or indirect, the transaction was not made in good faith.

The policy when issued was assigned to Mr. Lamothe, an advocate, who was not shown to have been associated with the application, his interest in the policy having been acquired after the issuance of the policy.

A point was raised as to what is meant or implied by a man being "intemperate" in the use of intoxicants. In the application Grothe admitted that he "took a glass occasionally," which was a very charitable view of his own habits. This question is one of those which rest wholly upon private opinion. Some regard it "intemperate" to indulge in "an occasional glass," others do not regard it "intemperate" to drink an "occasional" glass whenever occasion or opportunity offers throughout the day and night, for "occasional" has no time limit. Such uncertain expressions might well be left out of legal pleadings.

It is so contrary to the spirit of life assurance, so highly calculated to be prejudicial to its interests, so very rarely the course adopted by life companies to seek the annulment of a policy, so usual for juries to decide against insurance companies, that it is a matter of much satisfaction for the North American Life Insurance Company to have secured a verdict from a jury by which a policy obtained by fraud was annulled.