tario officer is invested with a discretion to refuse to admit the Dominion empowered corporation to transact business in the province. The province has long claimed, not merely concurrent but exclusive jurisdiction over the contract of insurance made, or to be made, within the province, and the jurisdiction seems to be clearly settled by the Privy Council decision. As Manitoba and the other provinces are following in the wake of Ontario, the value of a Dominion license will be somewhat shadowy. For the company must, after all, deal with the various provincial authorities. The issue has been hurried on by the action of the Dominion Parliament in incorporating such concerns as the Canadian Order of the Woodmen of the World, after registry had been refused in Ontario. As was pointed out by the Provincial Secretary on the second reading of the New Insurance Act, it was idle to refuse registry at Toronto, when the rejected could prevail upon the Ottawa powers to incorporate them, and let them go depositless, and without safeguard, under the clause of the Insurance Act of Canada relating to assessment insurance by societies. In the Canada *Gazette* there is a long list of applications for similar incorporations. It is in the interests of legitimate insurance that the province has put up the bars.

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Numerous minor amendments are made in the text of the Insurance Corporation Act, 1892, such as experience in the working of that Act has suggested. It is now made clear that the legislature did not intend to restrict Ontario corporations territorially to the province, but the corporation may undertake contracts elsewhere by the consent, comity, or acquiescence of the province or state where such contracts of insurance are undertaken (s. 5 (5). Appeals from convictions for breach of the Act now lie only to a Divisional Court of the High Court (s. 5 (9). Remedies parallel with those provided by the Directors' Liability Act are enacted applicable to trustees and managing officers of Friendly Societies (s. 5 (10).

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Regularly, when a policy of life insurance is before the Court for construction, the point has been raised that the application, because it has not been reprinted on the policy, cannot be read as part of the contract. To make the law clear, a declaratory section is added to sub-section 1 of section 33 of the Insurance Corporation Act 1892, as follows:—

"But nothing herein contained shall exclude the proposal or application of the insured from being considered with the contract, and the Court shall determine how far the insurer was induced to enter into any contract by any material misrepresentation contained in the said application or proposal."

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The effect of sub-section 1 of section 34 of the Insurance Corporation Act, 1892 (which provides that an unintentional misstatement as to the age of the applicant should not avoid the policy) is now very properly limited to cases where the contract does not expressly limit the insurable age. Where the actual age of the applicant