

STOCK LIST—Continued.[illegible]

LIFE INSURANCE, INTENTION TO SURRENDER.—

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Nine payments had been made on a ten-year endowment life insurance policy, and for the purpose of paying the last premium the assured borrowed a sum from the company, which was secured by a note; there was also a further loan, and these borrowed sums and interest were not paid when due. Before the matter was straightened out, the assured died, and, in an action by his widow, the company defended, claiming that the policy, although so nearly paid up, had been forfeited by what had taken place. A United States Circuit court affirms on appeal a judgment in favour of the widow. In doing so they laid down these principles:—That, while the time for payment of a premium must be strictly and punctually regarded, this is not the case with regard to the payment of money borrowed from a company on the security of the policy. The test of abandonment of one's rights in a life insurance policy, is the existence or non-existence of the intent to abandon them. The presumption always is that the owner of a policy intends to preserve his rights, and acts indicating abandonment are not necessarily sufficient to establish it, but are generally only material as they tend to prove the intent to abandon. The

practical interpretation given to a contract by the parties to it while they are engaged in its performance, and before any controversy has arisen concerning it, is one of the best indications of their true intent, and courts that adopt and enforce such a construction are not likely to commit serious error. (*Manhattan Life Insurance Company of New York v. Wright*, 126 Federal Reporter 83).

FIDELITY INSURANCE, DISCLOSURE TO GUARANTY COMPANY.—In furnishing information to a guaranty company of the relations between a clerk and his employers, the latter should give full and complete information. A Circuit Court in the United States holds, that if an officer of a corporation, whose fidelity is assured, sustains other relations to the company than those indicated in its statement, and on the faith of which the bond is executed, but which are essentially different, and involve the receipt and expenditure of the employer's money, this failure to disclose such relations is a defence to the surety company on its bond. (*Issaquah v. United States Fidelity and Guaranty Company*, 126 Federal Reporter 80).

BABCOCK & WILCOX, Limited. New York Life Insurance Co's Bldg.
11 Place d'Armes, MONTREAL.

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