

the plaintiff says that his brother did not have the swimming machine with him at the Isle of Man. Thomas is also alleged to have bought a false beard, which he was very particular should match his hair, about July 10th, 1896. His brother explains that he used this to amuse the children (his brother's children presumably.)

The trial has already lasted three days and now stands adjourned until to-morrow (June 10th). The charge of misrepresentation is of course based upon the allegation that Thomas Johnson in making his application to the Mutual Life did not tell the truth about his applications to other Companies. The other companies interested have not paid the claims. The result of the trial will be interesting.

A LIFE ASSURANCE CASE.

(JUDGE AND JURY.)

The Ontario Insurance Act provides that the question of materiality in any contract of insurance whatever shall be a question of fact for the jury, and this right cannot be waived. In June 1894, The Canada Life Assurance Company issued a policy upon the life of one Bauer of Waterloo, who died in August, 1895, at Mount Clemens, Michigan. In an action upon the policy, the defence was that the deceased, in answer to questions put to him, had made material misrepresentations as to his state of health, use of alcoholic liquors, physicians who had treated him, etc. The jury found that some of the answers made by the deceased were untrue, but that they were not material to the contract. The company carried the suit into the Ontario Court of Appeal, and sought to have it decided that the misrepresentations found by the jury were material, and voided the policy. The Court handed out their judgment on Tuesday (May 10th) to the effect that under the circumstances the findings of the jury could not be disturbed. One of the misrepresentations, which were alleged to be material by the Company, was a negative answer to a question asking whether the insured had been attended by any physician other than his regular one, whereas in fact he had, and for an ailment which some of the judges on appeal said they would have found material to the policy had they tried the case without a jury. The trial judge it appeared had charged in favour of the Company.

This case illustrates the hardship of the Ontario Insurance Act upon Insurance Companies, in requiring all questions of materiality to be left to a jury. They are properly questions for the Court, or very often so. It is generally safe to predict what the jury will say upon such matters; in fact, one of the judges in the Court of Appeal remarked that there would be little use in granting a new trial, as the result would no doubt be the same again.

ONTARIO MUTUAL LIFE ASSURANCE COMPANY

The twenty-eighth annual report of the Directors of the Ontario Mutual Life Assurance Company was submitted to the policy-holders at their meeting on the 26th ult., at Waterloo. A full report of the proceedings is published in this issue and we present below a synopsis of the statement of the year's business with the items of 1896 for purposes of comparison.

	Financial Movement.		Increase + Decrease +
	1895.	1897.	1897.
Premiums Net.....	\$ 601,617	\$ 644,107	+ \$ 42,490
Interest, etc.....	158,786	175,873	+ 17,087
Total income.....	760 403	819,980	+ 59,577
Payments to policy-holders.....	376,768	347,751	- 29,017
Expenses.....	125,559	148,037	+ 22,477
Total Outgo.....	502,327	495,788	- 6,539
Excess Income over Outgo.....	258,076	324,192	+ 66,116
Total Assets.....	3,392,697	3,741,405	+ 348,708
Policy Reserves, etc., 4 p.c.....	3,176,716	3,486,372	+ 309,656
Surplus over all Liabilities.....	201,579	231,417	+ 29,838
Surplus on gov't S. and Hm. 4 1/2 p.c.....	358,800	390,000	+ 32,000

MOVEMENT OF POLICIES.

No. of new policies issued and taken.....	1,600	2,020	+ 420
Amount assured thereunder.....	\$ 2,415,350	\$ 3,070,900	+ \$ 655,550
No. of policies in force.	14,822	15,701	+ 879
Sums assured thereunder.....	\$ 19,973,159	\$ 21,487,181	+ \$ 1,514,022

The record is one of continued success and, as remarked in the address of the President, shows the business of the Ontario Mutual for the past year to have been of the most satisfactory character and probably the best in the history of the Company. The premium income exceeded the figures of 1896 by \$42,000, and the revenue from interest showed an increase of over \$17,000. Policies were issued during the year, assuring no less an amount than \$3,070,900 eclipsing the business of 1896 by \$655,550, and showing an increase in the number of new policies from 1600 to 2020. The company now has 15,701 policies in force and the amount represented as assured thereby is \$21,487,181.

The total assets of the Ontario Mutual Life now amount to \$3,741,405 having gained in volume during the twelve months' business about \$348,000. One of the most pleasing features in a pleasing report is the President's statement regarding the debentures, held by the company—that these securities are not in any case taken at a larger sum than the purchase price thereof, although, by adding the increased value, since buying the same, the assets and surplus of the company could be shown increased by \$50,000.

At the annual meeting of a financial institution, some months ago, the manager referred with pride to the amount netted by his bank through adopting a course not pursued by the prudent Ontario Mutual.