

for insurance companies to exchange with each other their decisions in rejected cases, when required, and by this means frauds, made either purposely or in ignorance, are frequently detected. Hence the importance of the medical examiner eliciting every fact connected with his case as far as possible, for his own reputation if for nothing else. If he has any doubt as to the insurability of an applicant, the benefit of that doubt should be given to the company.

Died in childbirth is a very common answer to the cause of death of mother and sisters. Now, we all know that persons dying from this condition pure and simple are very few, and unless some epidemic, such as puerperal fever, prevails, very few die in this natural process; and in nine cases out of ten, if the correct answer were given it would be some form of phthisis. Hence the importance of the medical examiner trying to get negative as well as positive evidence, as is proven by the following statistics:—

In 1886 the number of births registered in Ontario was 46,458.

Mortality for childbirth .....	174
Post-partum .....	11
Puerperal fever .....	98
Total .....	283

or, in other words, 1 death for childbirth in 200 cases of labor. How many of the above cases were affected by phthisis is not given. The population of Ontario was 2,000,000.

Life insurance is a contract entered into by an applicant or his friends and the company to whom representation is made,—it must be mutual and correct, or else it is not valid.

A learned English judge speaks as follows on this question:—"Not only must the party proposing insurance abstain from making any deceptive representations, but he must observe in the utmost degree good faith, *uberrima fides*. Not only is he required to state all matters within his knowledge which he believes to be material to the question of the insurance, but all which, in point of fact, are so. If he conceals anything which he knows to be material it is fraud, but besides that, if he conceals anything that may influence the rate of premium which

the underwriter may require, although he does not know that it would have that effect, such concealment entirely vitiates the policy. An entire disclosure must be made of all material facts known to the insured, and not only so, but all representations made by him as to material facts must be substantially correct, and to this may be added that, where representation amounts to a warranty, it must not only be substantially but literally true." The same judge further on states that the responsibility of giving full information rests with the proposer: "If the proposal leads the insurers into error by inducing them to compute their risks upon circumstances not founded in fact, so that the risk actually run is different from that intended to be run, the contract is as much at an end as if there had been a wilful and false allegation or an undue concealment of circumstances." Hence the importance of the medical man protecting both the proposer and the office.

The medical examiner should be perfectly frank and make a full statement of everything within his knowledge which is likely to affect the contract, otherwise the entire transaction is jeopardised and the examiner himself is liable to prosecution and fine. According to the work published by John M. Taylor, of Hartford, Conn., quoted by Dr. Foster, of the Maine Mutual Life Ins. Co., "It can no longer be successfully argued or maintained at home or abroad that solicitors, examiners, referees or other company representatives are agents of the parties who become insured, and when the significant fact is added, that with us the examiner receives his appointment from the company, acts under its instructions, deals with it in all its particulars, and is paid by it for his services, it must be assumed upon authority that the office or relation of a medical examiner to his company is one of agency for certain important purposes." Further on he sums up his case in the following manner: "To the medical examiner, however, these judicial definitions have a special present necessity and value, for they declare what his true office is, what his limitations are, and in what relations he stands to a company and his statutory disqualifications as a witness under given circumstances." It must be granted upon these authorities that the legal