

of the litigants were, and would never swerve from the path to the right or the left in deciding what, to my mind, was the real result. And that I have done, and I do claim at the end of my time that there is no one who can accuse me—and, what is more important, I cannot accuse myself—of any delinquency in that respect. Whatever God had been pleased to give me, the best I had I have given to the discharge of my duties." The learned judge further alluded to a delicate subject—his deafness—as to which judges usually are apt to be sceptical. "Of late years, indeed, I have been conscious of a growing infirmity, but I declare most solemnly that it has never interfered with the discharge of my duties, though it may have been a cause of inconvenience to those who have addressed me or to witnesses who had to give their evidence before me. That inconvenience has been very much aggravated by my determination never to pass over a fact in the case without really understanding it; and I do not believe that a word of evidence has ever been given which would not be found on my notes, and I am sure that no argument addressed to me has failed to receive the fullest consideration. At the same time I am sensible that those who come to the Courts for justice and those who represent them have not only a right to have justice administered to them with care and patience, but also with the assurance that their cases are heard as well as determined and I cannot blame anybody who may have fancied that a difficulty resulted from my infirmity, though I am sure that my infirmity never caused any injustice to a suitor." As the learned judge rose to depart, the report states that the bar, and the audience generally, "broke into a burst of cheers as warm as ever was heard."

*SUPERIOR COURT—MONTREAL.\**

*Costs—Commission rogatoire—Fees of Commissioner.*

*Held:—*That where a *commission rogatoire* issues to a foreign country, a reasonable fee to the Commissioner appointed to execute

\* To appear in Montreal Law Reports, 6 S.C.

the commission will be taxed as costs in the cause.—*Blandy et al. v. Parker, Pagnuelo, J.*, Oct. 30, 1889.

*Accident Insurance—External injuries producing erysipelas—Proximate or sole cause of death—Immediate notice of death—Waiver.*

An accident policy issued by the defendants was payable "within thirty days after sufficient proof that the insured, at any time during the continuance of this policy, shall have sustained bodily injuries effected through external, accidental and violent means, within the intent and meaning of this contract and the conditions hereunto annexed, and such injuries alone shall have occasioned death within ninety days from the happening thereof. . . . .  
Provided always that this insurance shall not extend to hernia, nor to any bodily injury of which there shall be no external and visible sign, nor to any bodily injury happening directly or indirectly in consequence of disease, nor to any death or disability which may have been caused wholly or in part by bodily infirmities or disease, existing prior or subsequent to the date of this contract, or by the taking of poison, or by any surgical operation or medical or mechanical treatment, nor to any case except where the injury aforesaid is the proximate or sole cause of the disability or death."

The insured was accidentally wounded in the leg by falling from a verandah, and within four or five days, the wound, which appeared at first to be a slight one, was complicated by erysipelas, from which death ensued twenty-three days after the accident. There was some conflict in the evidence as to whether the erysipelas resulted solely from the wound, but the Court found, on the facts, that the erysipelas followed as a direct result from the external injury;

*Held:—*1. That the external injury was the proximate or sole cause of death within the meaning of the policy, and that the plaintiff was entitled to recover.

The policy also provided that "in the event of any accident or injury for which claim may be made under this policy, immediate notice must be given in writing, addressed to the manager of this company,