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WHAT IS THE "CAUSE" OF DISABILITY?

A Medicolegal Question,

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In the Supreme Court of Ontario, a medicolegal case has recently been decided which will be of interest to many medical men.

Doctor Mitchell took out an accident insurance policy in the Fidelity and Casualty Company of New York; a few days thereafter, he was thrown from his berth in a Pullman car and sprained his wrist. The injury did not improve as expected owing to tuberculous infection; and it appeared to be permanent. The policy called for \$150 a week for total disability, "however long continued, if resulting from accident directly, independently, and exclusively of all other causes"; the company held that the accident was not the only cause and refused to pay. Doctor Mitchell sued and succeeded at the trial. The matter came to be decided in the Appellate Division of the Supreme Court, of which I have the honor to be a member.

I add here so much of my judgment as is not of interest to lawyers only:

"Riddell, J.:—This appeal involves the interpretation of a contract of very common occurrence. Were it a case of less importance, I should be content to adopt without further comment the conclusions of the learned trial judge, and so dismiss this appeal.

But the advance of knowledge raises and will continue to raise novel contentions: and what is a commonplace at one time becomes a matter of great controversy at another. Until very recently, the main ground of dispute of liability here would not have been thought of: or, if thought of, would have re-