It, therefore, becomes a matter of great importance to examine the propriety of my ruling. . . .

[Reference to Garner v. Township of Stamford, 7 O.L.R. 50; Gilbey v. Great Western R.W. Co., 102 L.T.R. 202; Re Wright and Kerrigan, [1911] 2 I.R. 301; Amys v. Barton, [1911] W.N. 205.]

In Powell on Evidence, 9th ed. (1910), p. 358, the admissibility of statements for the limited purpose of proving the physical condition of the person making the statement is asserted; and, I think, for this purpose, the evidence was properly admitted; and it is sufficient to establish that, shortly after the deceased had been engaged in lifting the timber, he had, as he said, indications that he had been hurt. The statement, perhaps, did not go so far as to indicate that the lifting of the timber was the cause of the injury; but I think that this is an inference which may be drawn from the fact of the injury, and falls within the principle indicated in Evans v. Astley, [1911] A.C. 678. . . . .

Acting upon this principle, I find that the symptoms indicate that the deceased, at this time, did suffer an injury in lifting the timber; and I further find that this injury was the cause of his death. I believe this to be the cause, because, as I understand the medical evidence, it is a possible cause, and it is the only one of the several possible causes which is shewn to have actually existed. There is no evidence that the ice-cream eaten was tainted; and the evidence satisfies me that up to the happening of the accident the deceased appeared to be in perfect health. This brings the case within the decision of the Court of Appeal in In re Etherington and Lancashire and Yorkshire Accident Insurance Co., [1909] 1 K.B. 591.

It is, therefore, necessary to consider the other matters dealt with upon the argument.

The policy issued in 1902 contains provisions and stipulations as to notice which, it is admitted, were not complied with, and which are made conditions precedent to the right to recover.

The plaintiff, contends that the terms of this policy are not binding upon her, because the renewal receipt, as it is called, constitutes a new contract of insurance; and, by sec. 144 of the Insurance Act, "the terms and conditions of the contract" not having been "set out by the corporation in full upon the face or back of the instrument forming or evidencing the contract," "no term or condition, stipulation, warranty, or proviso, modifying or impairing the effect of any such contract made or renewed after the passing of this Act, shall be good or valid, or