

LEGAL DECISIONS.**LIFE ASSURANCE PROPOSALS AND MIS-STATEMENTS.**

The following interesting case is reported in the Post Magazine:—

Yorke vs. Yorkshire Insurance Co.

- (1) Does a question in a life insurance proposal as to "sober and temperate habits" extend to indulgence in drugs?
- (2) If to a question in a life insurance proposal as to what illnesses he has suffered the proposer replies "None of consequence," is this answer a mere expression of opinion, or can it, in the event of a jury's finding that the proposer had suffered from an illness of consequence, support a plea on the part of the insuring company of mis-statement of fact and breach of warranty so as to avoid the policy?
- (3) If a defendant insurance company disputing a claim upon a life policy on the grounds of mis-statement and non-disclosure, allege several distinct mis-statements, does each of those allegations raise a separate issue, so as to entitle the plaintiff to the costs arising out of such of those allegations as the defendants fail to establish, notwithstanding that by proving one or more of their allegations of mis-statement the defendants defeat the claim upon the policy and obtain judgment in the action?
- (1) No, said Mr. Justice McCardie in the King's Bench Division, England, on the 10th April; a question so worded refers only to the use and abuse of alcohol.
- (2) Such an answer, said the Judge, is a statement of fact, the substantial incorrectness of which may be susceptible of proof, and if proved will avoid the policy.
- (3) The several allegations of mis-statement, said the Judge, do not constitute separate issues, and the successful defendants are therefore entitled in such a case to the costs of the action generally, without any exception.

This was the re-trial of an action in which Mrs. Lillian Maude Yorke, a widow, claimed £1,000 as assignee of a policy of insurance on the life of Robert Smith, who died on March 25, 1917. The previous trial took place before Mr. Justice Darling and a special jury in January last, and the jury disagreed and were discharged. The defendants disputed the claim on the grounds that Mr. Smith had made false statements in his proposal form about the state of his health, and had concealed material facts. The policy was for one year, at a premium of £11 4s. 2d., and within three months from the date of its issue Smith died from an overdose of veronal.

The re-trial lasted several days, and on the 12th March last the Judge, after summing up, left to the special jury several questions which, with the answers of the jury thereto, were as follows:—

- (1) Had Smith suffered from any illness of consequence before December 12th, 1916?—Yes.
- (2) Was Smith on December 12th, 1916, in good health?—Yes.
- (3) Had Smith before December 12th, 1916, suffered from insomnia?—Yes, occasionally.
- (4) If yes; was it material for the defendants to know that fact?—No.
- (5) Had he before December 12th, 1916, been in the habit of taking veronal?—Occasionally, but there was not sufficient evidence of a habit.
- (6) If yes; was it material for the defendants to know that fact?—No answer.
- (7) Was Smith on and before December 12th, 1916, of sober and temperate habits?—Yes.
- (8) Was Smith on or before December 12th, 1916, suffering from heart trouble?—No.
- (9) If yes; was he aware of such fact?—No answer.
- (10) Was it material to the defendants to know such fact?—No answer.
- (11) Was it material for the defendants to know the substance of the information contained in Sir James Mackenzie's letter of October 16th, 1916?—No.

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