providing that "the insurance should not extend to hernia, etc., 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 mechanical treatment, nor to any case except where the injury aforesaid is the proximate or sole cause of the disability or death."

The policy also provided that "in the event of any accident or disability for which claim may be made under this policy, immediate notice must be given in writing, addressed to the manager of this company at Montreal, stating full name, occupation, and address of the insured, with full particulars of the accident and injury; and failure to give such immediate written notice shall invalidate all claims under this policy."

On the 21st March, 1886, 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 on the 13th of April following. The local agent of the company at Simcoe, Ontario, received a written notice of the accident some days before the death, but the notice of the accident and death was only sent to the company on the 29th April, and the notice was only received at Montreal on the 1st of May. The manager of the company acknowledged receipts of proofs of death which were subsequently sent without complaining of want of notice, and ultimately declined to pay the claim on the ground that the death was caused by disease and therefore the company could not recognize their liability. At the trial there was some conflicting 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. On appeal to the Supreme Court,

Held, reversing the judgment of the court below, FOURNIER and PATTERSON, JJ., dissenting, that the company had not received sufficient notice of the death to satisfy the requirements of the policy, and that by declining to pay the claim on other grounds there had been no waiver of any objection which they had a right to urge in this respect.

Held, per FOURNIER and PATTERSON, JJ., affirming the judgment of the court below, that the external injury was the proximate or sole cause of death within the meaning of the policy.

Appeal allowed with costs.

Geoffrion, Q.C., and *Cross* for the appellants.

Lafleur for respondent.

NORTH PERTH ELECTION APPEAL.

CAMPBELL *v.* GRIEVE.

Dominion Controverted Elections Act—Appeal—Evidence—Reversal—Loan for travelling expenses—Proof of corrupt intent—40 Vict., c. 3, ss. 88, 91; s. 84 (a)—(e)—Executory contract, s. 131—Free railway tickets.

G., a voter and supporter of the respondent, holding a free railway ticket to go to Listowel to vote, and wanting two dollars for his expenses while away from home, asked for the loan of the money from W., a bartender and a friend. W., not having the money at the time, applied to S., an agent of the respondent, who was present in the room, for the money, telling him he wanted it to lend to G. to enable him to go to Listowel to vote. S., the agent, lent the money to W., who handed it over to G. W. returned the two dollars to S. the day before the trial. The judges at the election trial held that it was a *bonâ fide* loan by S. to W. On appeal to the Supreme Court of Canada,

Held, reversing the judgment of the court below, that as the decision of the court below depended on the inferences drawn from the evidence their decision could be reversed in appeal, and that the proper inference to be drawn from the undisputed facts in the present case was that the loan by S. to W. was a mere colourable transaction by S. to pay the travelling expenses of G. and within the provisions of s. 88 of the Dominion Elections Act, and a corrupt practice sufficient to void the election under s. 91 of the said Act.

STRONG, J., dissenting, was of opinion that there was no evidence that the loan of two dollars was made to G. with the corrupt intent of inducing him to vote for the respondent.

PATTERSON, J., dissenting on the ground that as the decision of the court below depended on the credibility of the witnesses, it ought not to be interfered with.