

blood, which was clear, and clotted in the bottle. As this came away the swelling disappeared.

The question, as framed by the counsel for the defence, given to the medical men who had examined deceased, was:

"Taking the facts of the history of the pain as shown, assuming it to have gone back even beyond the 27th of July, the deadness about the heart which was found by Dr. McLarty at that time, the shortness of breath, the fact that he had to wait until his heart got quiet, as his wife said, before he could even talk to her, then the sudden death, and the blood being drawn from the chest afterwards, what would you say he died of? To this they all answered: "most probably aneurism."

In charging the jury, the learned judge explained what the duty of the jury was in these cases. It was a mistaken idea to think that the jury should say who were to succeed or fail in this action. Nor should they be told what the law was. If they were to attempt to decide the main issue, not knowing all about the law, they might make a mistake, and it could not be rectified. Their duty was to find what the "facts" of the case were, and to answer certain questions of fact according to the evidence. In reviewing the case, he drew attention to the fact, "that deceased had seen Dr. McLarty on the 27th day of July, probably after he had posted his application to New York, as it was on this day that the application completed on July 25th, had been posted. He asked the jury to say whether deceased was in good health on that day? "If not, did he know it?" He went to Waterford on a doctor's advice, and was examined by a doctor there. "Why?" "Certainly not because he was in good health." He was examined early in September in Toronto, on account of pain, the cause of which was not discovered. Dr. McLarty did not consider deceased fit for insurance on July 27th, and the doctor who examined him in Toronto said he would not have passed him on September 2nd or 3rd. Coming to the medical examination of deceased by the doctor who examined him, on July 11th, it was pointed out that the proceedings were at least irregular. Both the examining doctor and deceased knew what this company required, and they both concurred in signing a document that they knew was not true.

The examination was made on July 11th, and dated July 25th. This they knew was irregular.

They both knew that the urine was to be examined; they both knew that this was not done. They both knew that the answers should all be in the handwriting of the examiner. They had both disregarded this. No measurements had been made. No examination of the chest or liver had been made. No urinalysis had been made; no urine had been passed in examiner's presence. No specimen of urine had been obtained. The examiner had never even seen any. To all of these questions answers had been given