the plaintiff; for he did not see how the letter could be construed otherwise than as a request from the office to perform certain services on their account.

"His Honor said, if the letter had stood alone, and this had been the *first transaction* of the kind between Mr Philbrick and the office, he thought they would have been liable, and must have paid him; but now, as it appeared to him, the whole depended upon what had previously taken place. Of course Mr. Philbrick was not bound to continue furnishing certificates gratuitously, but he was of opinion that *he could not claim payment without previous notice.* Judgment for the defendant. Mr. Hardwick said he should make no application for costs, which, his Honor remarked, was a very liberal course. Many of the medical gentlemen of the town were in Court during the trial, which appeared to excite considerable interest.

The decision appears to have been fair and equitable. As no notice had been given to the Assurance office that certificates would in future be charged, and they had hitherto been given without charge, or, as alleged in evidence in two instances quoted, the payments had been made, not by the office, but by the insured,—it does not appear that any other judgment could have been delivered than that above recorded.

We therefore learn from the result of this case, that a medical practitioner who has already furnished certificates to an Office without payment, cannot legally claim payment for any new case unless he has given previous notice of his intention to make such a claim. The fact of the application for a certificate coming from another person, but still acting on the part of the Office, does not in any way affect the question. If, however, an Office should for the first time make an application to a practitioner, he can demand, and we apprehend recover, payment in a County Court for the important service thus rendered. The party making the application (*i. e.*, the Office) will be liable in law for a fair and reasonable remuneration. If, as they say, it is not their practice to pay such fees, and the service is really rendered to the insured person and not to the Company, this will be no defence, because, according to English law, as it is at present administered, a man who takes upon himself to give an order for an article, whether for an Insurance certificate or an arm-chair, must pay the party supplying it; and if, as it is cunningly alleged, the service is really rendered to another, then the party ordering the article has his separate remedy by action against that individual. Insurance Offices cannot benefit as principals, and evade their responsibility under the pretence of being agents.

We do not doubt after this decision that there will be another move on the chess-board on the part of the Offices; but if the members of the profession show the same spirit as Mr. Philbrick, it can only end in check-mate. On applying to a practitioner for the first time, or to one who has already supplied gratuitous certificates, but has since given notice that in any future case he will require a fee, it is most probable that the letter of application from the Office will contain a small printed line at the foot, to the following effect:—"N. B. It is expected that this certificate will be filled up and forwarded by Mr. —— *gratuitously.*—This company does not pay fees for medical certificates." A practitioner will, however, be then placed on his guard.—Unless a stamped envelope for returning it be enclosed, he should take no more notice of the application than he would of the well-known circulars of the Austrian Lottery agents, who promise the chance of a duchy with its title and appurtenances, on the purchase of a ticket at the cost of a few rix dollars. Both parties attempt to extort something for nothing, and the application should be treated accordingly. Let it be duly considered that a man who henceforth grants an insurance certificate, except in the case of a brother practitioner, without receiving a fee from a person who applies for the document, we care not whether it be the Office or the insured, is inflicting a gross injury on the profession, and retarding the settlement of a question which is seriously affecting its rights Insurance offices, in disputing claims, have repeatedly forced into the witness-box surgeons who have given these *gratuitous* certificates, when, in speaking the truth on oath, they have been compelled, probably to the great injury of their professional practice, to support the case of the Office on a document alleged by them to be of a *private* nature. The gratuitous certificate writer may rest assured that its privacy is only maintained by