is not, I think, complained of, but beyond this unsworn statement by Dr. St. Charles should not have been listened to; and even the history of the case, if given piecemeal to the arbitrators individually, would be distinctly improper. The communications made by Dr. St. Charles to the arbitrators who made the award, including as they did his unsworn opinion, practically an argument, as to the character, extent and permanency of the plaintiff's injuries, in my opinion, clearly vitiates the award.

Even if he had made similar statements to Dr. Powell, and I am of opinion that he did not, the result would be the same.

An equally formidable objection to the award is the *ex parte,* and unfounded reference to an offer of settlement. Even if founded upon fact, and even if made to the board as a whole, a disclosure of this kind would be improper. The wrong here began when the plaintiff's solicitor discussed this phase of the question with the arbitrator of his choice, before his actual appointment. From this alone it might with some force be argued that this arbitrator *ipso facto* became disqualified. But there is a great deal more than this. It is difficult to believe that the subsequent communication to the third arbitrator of the alleged offer of $7,500, or that it had been suggested by anyone to the plaintiff and rejected as inadequate, was purely casual, and it is impossible to believe that it was not calculated to affect the decision. The evidence shews too that these two arbitrators were then discussing the case in a general way in the absence of the other arbitrator. I do not see how this method of investigation can be upheld. I am of opinion too, that a physical examination and subsequent evidence, by Dr. Beemer, should have been permitted. Admitting that the plaintiff was not *prima facie* bound to submit herself for physical examination, it is a question whether the objection in this instance was taken in good faith, seeing that it is accompanied by the meaningless proposal that instead she should be examined by the arbitrators for the third time. I can find nothing in Mr. McCarthy's letter of the 28th of October, or in anything that subsequently happened, to preclude him from introducing this evidence at the time it was proposed by the three arbitrators at a properly constituted meeting of the board. It was at least injudicious for the plaintiff's solicitors to write to the arbitrator of their