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Original Contributions.

DUNCOMBE VS. THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK.

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THIS was an action brought by Mrs. Duncombe to recover the value of an insurance on the life of her husband, Dr. Trueman Duncombe for \$5,000, payment having been refused on the ground of "fraud." The facts of the case, as revealed by the evidence, were as follows:

Dr. Trueman Duncombe, a gentleman forty years of age, one of the medical examiners for the defendant company, and holding a number of insurances in the company, made an application for a \$5,000 policy on his own life, dated on the 11th day of July, 1901. On or about that day, he had been examined for the Federal Life Insurance Company by their examiner at St. Thomas. This gentleman was not the examiner for the Mutual Life Insurance Company, of New York, but as Dr. Duncombe sent in his examination to be accepted by them, after some inquiry they accepted it, although Dr. Lawrence, of St. Thomas, had examined Dr. Duncombe for them on former occasions.

In the report of the examination signed by this gentleman, and sent in to the company by Dr. Duncombe it was stated that the examination had been made on the 25th day of July that a urinalysis had been made, and that the urine so examined had been passed in the presence of the examiner. It detailed the height, weight, and measurements of deceased, and recommended him as a first-class risk. The insured also certified himself to be in good health. Upon these statements a policy was issued by the Mutual Life Insurance Company of New York, on the 7th day of August,