

particulars cannot fail to interest our readers, we subjoin a full abstract of the proceedings:—

“Defendant was sued as one of the Directors of the *National Provident Institution*, for the fee of one guinea, for furnishing particulars as to the health of a party proposing to assure his life. Mr. Hardwick (of the firm of Davidson and Hardwick, London) was retained for the Company; Mr. F. B. Philbrick appeared for the plaintiff, and observed that, although the action was brought for a small amount, it involved a question of some importance to the profession, as well as to the Society represented by the defendant. He then explained that, on the 6th of August, plaintiff received a circular letter from Mr. Marsh, secretary to the National Provident Institution, stating that, reference having been made to him, (Mr. Philbrick) as his medical attendant, in a proposal for a life policy by Mr. Jas. Harwood, the Board requested that he would favour them with answers to the questions given in the document. It further stated that communications of this nature were considered as strictly confidential; and a request was added in writing that the information should be forwarded forthwith, so that the proposal might be considered and decided upon at the next Board-day. The certificate was sent up on the 8th, with a note charging *the fee of a guinea*; and, on the 10th, the plaintiff received a letter from Mr. Marsh, stating that it was not the practice of the office to pay fees to the medical attendants of assurers. Some correspondence on the subject not resulting in payment of the demand, the plaintiff had thought it right to avail himself of the assistance of the County Court for trying the question. The case occupied a considerable time, and the law applicable to it was the subject of a lengthened argument between His Honour, Mr. Philbrick, and Mr. Hardwick.

“The plaintiff, in his evidence, said that for some years he had furnished similar certificates to the office in question without charge; life assurance was not then so prevalent as to make the practice a burden to the profession; but since these applications had become so frequent, he had refused to supply the information without payment. He mentioned two instances in which he had actually received payment through Mr.

Hayward, the Society's agent in Colchester—in December, 1848, as to the health of Mr. N. Cobb; and in the spring of this year, as to Mr. Linnett Bibby. In *cross-examination* he admitted that in the latter case Mr. Hayward had told him that the money came from the party effecting the assurance; but there was no such intimation in the case of Mr. Cobb; had heard Mr. Hayward say in conversation that offices did not pay these fees, but he had added the hope that he (Mr. Philbrick) would make them. Mr. Philbrick was about to call Mr. Waylen as to the reasonableness of the fee, but Mr. Hardwick said he should raise no question as to the amount; if the Society were bound to pay anything, they were willing to pay the full fee.

“The defence relied upon was in brief that the party being desirous of insuring his life—as it was one of the requisites to enable him to do so, that he should refer to his medical practitioner—the *onus* of payment was upon the assurer, and not upon the Society. At the suggestion of the Judge, Mr. Hayward, the agent, was examined, and stated that when he applied to Mr. Philbrick about the first case he had mentioned, Mr. Philbrick said he had had so many similar applications as to Mr. Cobb, that he should decline furnishing a certificate without a guinea fee: he told Mr. Philbrick that the Society did not pay those fees, but that he would see the parties proposing to assure; and subsequently, by their authority, he paid Mr. Philbrick the guinea, explaining at the same time that it did not come from the office. In Bibby's case the transaction was similar.—In answer to the Judge, Mr. Hayward said Mr. Philbrick had repeatedly told him he would not furnish any more certificates without a fee; but he had never said that *in case of applications to him he should hold the Society liable*; believed this was the first circular sent to Mr. Philbrick direct from the secretary; those which had been furnished gratuitously had all come from himself as agent.

“Mr. Philbrick submitted that the last answer was a very material one to the plaintiff's case, as showing a *new mode of application* to him after he had declined to furnish more certificates without payment. He also urged that upon the face of the letter itself, the agreement was between the office and