

deceased had been injured rested on what he is said to have told his wife, and is evidenced by her alone.

The course provided for by the by-laws is that the member in case of accidental injury must at once notify the local secretary, giving full particulars, and the latter must then immediately forward the notice to the head office, whereupon proper forms will be furnished by return mail on which the injured member must make his claim for weekly indemnity. (By-law 16).

The deceased had another accident and benefit policy besides this in question, and from both he would have drawn a larger monthly payment than his regular wages when on duty. The excuse given for his not giving notice of the injury and making claim for weekly benefits was that he was afraid of having to pass a medical examination, and that he would be pronounced physically unfit for service on the railroad.

The evidence generally, from his companions, is that he was an ailing man, a sick man in his last years; and proof is given of the various claims made by him: first, he was laid aside for five weeks and three days in September and October, 1906, because of his back being sprained while running an engine, when his physician, Dr. Miller (the same who gave the physician's statement in this case) reports that he had "ruptured some of the muscles of the lower part of the back."

(Canadian Accidents Policy). Again he was laid aside from the 12th to the 26th of February, 1907, on account of a severe pain in the bladder, and vomiting, which Dr. Miller reports as "renal calculus." And a third claim is made and allowed in March, 1909, when he was afflicted from the 14th February till the 24th March with pain in stomach and vomiting, similar to an attack which he had in 1907 that Dr. Miller calls "hepatitis." This insurance was with the Canadian Mutual Accident Insurance Co. His accident policy with defendant begins in April, 1910.

Reverting again to the by-laws, there is an important provision in number 21 that no claim for the principal sum of any policy-holder will be recognized when loss of life has been incurred because of "injuries, fatal or otherwise, when there is no external contusion unless certified to by a medical expert designated by the association."