

*Riddell: A Cause of Disability.*

ceived scant consideration—but *tempora mutantur et nos mutamur in illis*.

The plaintiff, a doctor of medicine, a specialist in diseases of the eye, ear, nose, and throat, took out an accident policy with the defendants, an accident insurance company. In most accident insurance policies, the beneficiary is entitled to payment only for a limited time (usually one year or less), but this company finds its account in making its policies perpetual, that is, for the life of the patron who may be injured. No doubt, this forms a strong inducement to those desiring accident insurance, to prefer this company.

In the application, the duties of his occupation are described as "special work on eye, ear, nose, and throat," and the insurance was against "bodily injury sustained . . . through accidental means . . . and resulting directly, independently, and exclusively of all other causes in an immediate, continuous, and total disability that prevents the insured from performing any and every kind of duty pertaining to his occupation."

The plaintiff was thrown from an upper berth in a sleeping car and thereby sprained his wrist severely—it is not contended by the defendants that this was not an injury within the meaning of the policy—and, had the injury healed within a short time, no doubt the company would have paid the \$150 per week without demur.

But the injury did not heal, it is not yet healed, and it is doubtful whether it will ever be much improved—the company find themselves charged with an obligation to pay \$150 per week for years, perhaps until the death of the plaintiff; and hence they dispute liability.

Several medical men of eminence were examined at the trial: without at all reflecting on any other, it seems to me that the evidence of Doctor Anderson gives the most satisfactory explanation. He says that some time ago, probably some ten or fifteen years before the accident, there had been a tuber-