

secretary of his division, 132, on printed form furnished and used by the defendants and the claim was promptly passed and ordered to be paid by the home or head office at Cleveland. Payment was to be made of the amount insured, \$3,000, out of the fund raised for that purpose, in the following February.

In the case of "accidental death" the procedure of the association is that the local secretary must notify the home office and thereupon a form will be furnished for "proof" of death to be made, also full particulars as to the cause of death."

Claims for the principal sum because of accidental death must be approved by the local secretary and three members of the division, with seal attached, also a statement from the attending physician, before they can be entertained by the home office, and officially approved by the president and general secretary and treasurer; the latter being authorised to determine whether or not any claim is valid. By-law 17 (1908).

The method provided by the association, which is binding on its members, is that all claims for insurance should be made to and worked out by the secretary of the local division and its members, and should be presented in completed form for ultimate determination by the head office. This was observed in the case of the death claim, but was disregarded in the case of the accident claim.

The course pursued by the insured and his beneficiary the plaintiff was throughout, of unusual character and not in conformity with recognized procedure. Manifestly the scheme of insurance was that the validity of each claim should be canvassed by the members of the local brotherhood, who would know or learn of the accidents or ailments of their comrades, and be better able to judge of its truth and honesty than any outside body.

The peculiarity of this claim is that it was not made till over a month after the death, and then by lawyer's letter to Cleveland (the head office), and further, the fact of there being an accident or accidents as now claimed was not disclosed by the deceased or known to his fellow-workmen during his life; one accident said to be on 28th April, 1910, and a second on 21st May, 1910. The death was on the 19th November, 1910, and the first claim was by letter of the 16th December. The sole proof offered at the trial that the