

## THE ALLEGED FRAUDS BY A MIRFIELD PHYSICIAN.

### DR. WHALLEY COMMITTED FOR TRIAL.

At the Dewsbury Court, on Monday, Thompson Whalley, M.D., of Mirfield, who was apprehended on Friday on a charge of having attempted to defraud the British Prudential Assurance-office, (of which he was medical referee for Mirfield district), was brought up for examination before Mr. J. B. Greenwood, Mr. J. S. Harst, Mr. T. F. Firth, and Mr. Joshua Ellis, West Riding Magistrates. The case has excited a good deal of interest, and the anxiety to hear the evidence was so great that the Court was crowded long before the Magistrates took their seats on the Bench. Mr. J. A. Alsop (Eyre and Co., London) appeared to prosecute, and Mr. Learoyd, of Huddersfield, defended. The charge against Dr. Whalley was, that on the 25th day of September, in the parish of Mirfield, he "did unlawfully and knowingly, and by means of certain false pretences, obtain from the British Prudential Assurance Company a valuable security, to wit, a policy of insurance upon the life of Hannah Hepworth, for £41 14s., payable on her death, with intent to defraud."

Mr. ALSOP said he appeared on behalf of the British Prudential Assurance Company and the British Nation Life Assurance Company to prosecute the defendant for a series of frauds in connection with life assurance. The defendant was a medical man, who had hitherto been held in high repute in Mirfield. The way in which he was charged with having committed these offences was this: He sought out persons in a very serious state of ill-health, and, without being sent for either by the parties or their friends, forced his presence upon them, and attended them, or pretended to do so, for the complaints under which they were labouring.

Mr. LEAROYD protested against these insinuations.

Mr. ALSOP said he would not state anything he could not prove by evidence. In this particular case, Hannah Hepworth was a young woman twenty-six years of age, who had been seriously ill for a considerable time before the prisoner became acquainted with her at all. She was being attended by Mr. Ellis, a surgeon in the neighbourhood. The defendant called at Mrs. Ruth Hepworth's, with whom her daughter Hannah lived, and pressed to be allowed to attend and give his advice. He attended her (Hannah) for some little time, and then, although she was confined to her bed and in a dying state, he caused a policy of assurance on her life to be entered into in the British Prudential Office, for £41 14s. He filled up the usual form of proposal, and certified that the "personal appearance and general conformation of the party about to be assured is healthy." He also certified, "I have seen and examined the above applicant, and am of opinion that she is in good health, and at first-class rates eligible for assurance."

Mr. GREENWOOD.—What does that mean?

Mr. ALSOP.—That it was an unexceptionable life, and might be taken at the smallest rates of premium. On that proposal being sent to London, a policy was issued in the usual way. It was sent down to the local agent, who gave it to Dr. Whalley, by whom it was to be handed to the proper parties. This was in August, and in November, within three months, Hannah Hepworth died. The next fraud charged against the defendant was that he sent to the registrar of the district a false certificate as to the cause of death, an offence for which, if convicted, he was liable to a severe punishment. The body of the deceased was exhumed, and a post-mortem examination made. This showed that she had suffered from cancer of the rectum, an incurable complaint, and he (Mr. Alsop) was prepared to prove that, instead of treating her for that, the defendant treated her for something else, which certainly did not tend to prolong life.

Mr. LEAROYD, interposing, said such a remark was scarcely fair. It was not material or relevant to the inquiry, and yet it went forth through the medium of the press without the defendant having an opportunity to deny it.

Mr. GREENWOOD.—It may be in favour of the defendant. It may be he is ignorant, but you can't punish him for that.

Mr. ALSOP continued.—The prisoner next called upon the agent of the company, Mr. Taylor, and asked for the usual forms in order to make a claim on the policy. These were supplied, and he filled them up in the following manner:—"I certify that I attended Hannah Hepworth, whose life was, as I am informed, insured in the British Prudential Assurance Company, that she died on the 6th of November, 1865, and appeared about twenty-five years of age. Cause of death, fever—duration, two weeks; secondary disease, if any, enteritis, inflammation of the bowels, two days.—Signature, Thompson Whalley, M.D., Over Hall, Mirfield, 8th November, 1865."

Mr. GREENWOOD.—What is the regulation respecting paying the money? I suppose you would inquire whether there was a will, or who had administered?

Mr. ALSOP.—For sums under £50 the Company did not require letters of administration.

Mr. GREENWOOD.—You had no right to part with a shilling except to the parties legally entitled.

Mr. ALSOP.—I quite agree, but that does not excuse the defendant's conduct. As a matter of fact, the money could have been received. Mr. Alsop then explained, as has already been narrated in the *Mercury*, the circumstance of the papers having been dropped by the defendant from his pocket when riding in a gig, and their being picked up, and brought to the knowledge of the Company. Mrs. Hepworth was called upon, and she knew nothing of the matter, and the defendant afterwards called upon Mr. Taylor, the agent, told him he had seen Mrs. Hepworth, who had agreed to give up the claim, the claim paper was put into the fire by Taylor, and the policy handed over to Taylor by the defendant.

Mr. GREENWOOD.—Is there any reason to suppose that Taylor was conniving with the defendant?

Mr. ALSOP.—I am afraid there is.

After the examination of a number of witnesses,

Mr. LEAROYD submitted that the policy was not "a valuable security" coming within the meaning of the statute. How could it be a valuable security to the defendant? It was doubtless valuable to Hannah Hepworth or her legal representative, but it could not be valuable to the defendant, as no person could receive the money unless the signature of Mrs. Hepworth had been obtained.

Mr. GREENWOOD.—Was it not a valuable security the day before this woman died?

Mr. LEAROYD.—Yes, to her, but not to the defendant.

Mr. GREENWOOD.—Surely it is a chattel?

Mr. LEAROYD.—Yes.

Mr. GREENWOOD.—Then the words of this section are, "if any person shall, by false and fraudulent pretences, obtain any chattel, money, or valuable security." It is either a valuable security, of which I have no doubt, or it is a chattel.

Mr. LEAROYD, after this intimation, said he would not proceed further, and would simply add in the interests of his client that the time would come—he had hoped it might have come that day—when he should lay before the court the defendant's answer to the charge. There were explanations which would alter the aspects of the case in a most material manner, and he trusted hereafter the fullest possible explanation might be afforded, when no technical difficulty would prevent it. He then applied that the defendant might be admitted to bail.

Some conversation followed on the subject of bail, Mr. Learoyd suggesting that the defendant should be remanded on bail from week to week, so that he might surrender for trial at the Winter Gaol Delivery, as otherwise the case would not come on before the next Spring Assizes, the judges at the gaol delivery declining to try bail cases. Mr. Alsop objected to bail being granted, but Mr. Greenwood said as the case was only one of misdemeanour, if the magistrates were to refuse bail a judge at chambers would grant it. In the result the Bench expressed their readiness, if no *prima facie* charge of felony was made out, to liberate the defendant on bail on obtaining two sureties of £500 each.

Dr. Whalley was then formally committed to the assizes for trial, and remanded in custody until next morning.

### SECOND CHARGE.

On Tuesday, at the Dewsbury Court-house, Thompson Whalley, M.D., of Mirfield, was examined on a second charge, before Mr. J. B. Greenwood and Mr. Joshua Ellis, West Riding magistrates. Mr. J. A. Alsop (Eyre and Co., London) again appeared to prosecute; and the prisoner was defended by Mr. N. LEAROYD, of Huddersfield.

Mr. John Taylor, agent for the British Prudential Company for the Dewsbury district, deposed that the prisoner obtained some proposal forms from him in August last, and sent in one for Law Walker, representing his to be a first-class life, and eligible for assurance at the lowest premium. The assurance was completed shortly afterwards; the prisoner received the policy, and had since paid the premium due.

Pearson Sumner, canvasser for the same office, proved that the certificate declaring Law Walker to be in a good state of health was in the handwriting of the prisoner. The amount of the insurance was £33, a sum which was to be paid over to the representatives of the deceased without letters of administration being taken out.

Law Walker, a man in a very feeble state of health, was next examined. He said he lived at Mirfield. He had never insured his life in any office, nor authorised anyone else to do so. He had never had any communication with the prisoner on the subject. The signature "Law Walker," was not in his handwriting. He had been attended by Dr. Whalley for some time for disease of the spine. Witness had been a patient in the Huddersfield Infirmary, but was discharged from that institution; and, on one occasion, when witness wished to obtain out-door relief, the prisoner gave him a certificate for the guardians, testifying that he was "wholly disabled by abscess!" He had had to go about on crutches, and Dr. Whalley knew this.

Maria Walker, mother of the last witness, proved that he had been unable to follow any employment for eighteen months past. She had not authorised the prisoner to insure his life.

Mr. Ellis, surgeon, said that if Walker recovered he would be a cripple for life.

Mr. Ellis, relieving officer, deposed that in consequence of the certificate given by the prisoner, out-door relief was granted to Law Walker in July last.

Mr. Dewey, manager of the industrial department of the British Prudential Insurance Company, having proved that the policy of assurance on the life of Walker was granted on the medical certificate, the prisoner was committed for trial to the next assizes.

Mr. ALSOP.—The next case against the prisoner is that of Bottomley; but as it is a most serious one, I wish an adjournment for two or three days before going into it.

Mr. LEAROYD.—I protest against this case being mentioned—a case in regard to which my learned friend knows there is no foundation—until the question of bail is settled.

It is introduced simply for the purpose of prejudicing my application for bail.

Mr. GREENWOOD.—You may rest assured that it will not prejudice the Magistrates. What is the nature of this case? We have already committed on two charges; we never send more.

Mr. ALSOP.—This is a case in which we allege forgery.

Mr. LEAROYD.—The examination of the husband in that case has been taken, and he states that he himself signed the application for a policy, so that no charge of improper conduct can be brought against Dr. Whalley in regard to it.

Mr. GREENWOOD.—I think it is unnecessary to go into it.

Mr. ALSOP.—It is a very important case. The policy was for £1,000, and amounts to a charge of forgery. It is connected with the British Nation Company, and we wish to send a case connected with each company.

Mr. GREENWOOD.—You ought to have taken that case first.

Mr. LEAROYD.—You have taken the examination of Mr. Bottomley, and know there is no foundation for the charge.

Mr. ALSOP.—We have not examined Mr. Bottomley. The case to which my friend alludes is one connected with another Mr. Bottomley, and is only for a small amount.

Mr. LEAROYD.—It is the £1,000 case to which I am referring. The policy was applied for with the full concurrence of the husband.

Mr. GREENWOOD.—I take the responsibility upon myself of refusing to go into the case. If it is desired, an application can be made to the Judge at the assizes, and, if he thinks it important, the prisoner can be detained upon it. In regard to bail, I can name no lower sums than Dr. Whalley's own recognisances of £1,000 and two sureties of £500 each. If he finds bail, the trial will not come on before the spring assizes in March; but, if he fails, the trial will take place at the gaol delivery next month.

Mr. ALSOP objected to the bail as inadequate; but the Magistrates overruled his objections.

The proceedings then terminated.

On Wednesday, in consequence of the friends of Dr. Thompson Whalley, of Mirfield, not being able to procure bail for him, he was taken to the House of Correction, at Wakefield. His case will, therefore, be taken at the winter gaol delivery, and not at the spring assizes.