

he received from the head office, on the 12th August, a policy on Walker's life. He entered the policy in his books, and acknowledged its receipt. He gave the policy to Dr. Whalley, who had called at the office a few days previously and asked if witness had got those two cases of his. One of the cases was that of Law Walker. One premium was paid on that policy by Dr. Whalley, but none were ever paid by Law Walker. Dr. Whalley received a premium receipt book, in which the premium he paid was entered.

Cross-examined by Mr. SEYMOUR.—The witness stated that he got the book back from Dr. Whalley on Monday, the 13th November. He went to his surgery and asked for it and the Doctor at once gave it up. There had been an inquiry about another policy before this, and the Doctor's attention had been called to the fact. Dr. Whalley had a considerable practice; he was the Union district medical officer and was much respected. He had some times a good many to pass in connection with the company. There had been cases in which witness had signed the proposer's name to a form. He might have signed without seeing the parties if any of his canvassers had seen them. He never put a cross for the proposer's name without his authority. He allowed Sumner to sign the agent's certificate although neither he nor Sumner had seen the proposers.

Mr. Joseph Rhodes Ellis, surgeon, Mirfield, stated that, in 1864 and part of 1865, he was in attendance upon Law Walker. He was suffering from abscess of the back, in connection with disease of the spine. He attended him from the 10th to the 16th of December, 1864. The disease was a serious one, and had a tendency to shorten life. In his opinion Walker was not in good health, nor was the stamina of his constitution fully maintained.

Mr. S. Knaggs, surgeon to the Huddersfield Infirmary, stated that Law Walker was an inmate of that hospital from the 26th of May to the 17th of July last. He was suffering from abscess of the back and disease of the kidneys. The man was seriously ill. Walker left the hospital of his own accord; and at that time witness had a very unfavourable opinion of the case.

Mr. James Ellis, relieving officer of the Dewsbury Union, stated that the township of Mirfield was in his district. Law Walker's wife applied for relief for him on the 25th July last, and he gave her a note to Dr. Whalley, the medical officer of the Union. On the 1st of August he received a paper from Law Walker's wife, which he had since lost. Dr. Whalley's signature was attached to that paper, the contents of which were in the Doctor's handwriting. The document stated that Law Walker was wholly disabled by abscess. Witness acted upon that statement, and gave Law Walker relief. Cross-examined.—He could not swear that what the certificate said was that Walker was suffering from having had an abscess.

Law Walker was the next witness called. Some amusement was caused in court by the witness, in answer to Mr. Foster's question whether he would like a seat, replying that he would prefer to stand. Mr. Seymour asked the witness whether he had not forgotten his crutches, but the only answer he obtained from the witness was a broad grin. The witness stated that he never effected any policy in the British Prudential Assurance Society. Dr. Whalley began to attend him about eighteen months ago. He was suffering from abscess in the back, caused by a fall down the chamber stairs in his own home, about two years ago. Up to that time he was a strong and healthy man. In the beginning of last year he was considerably better, but after a time the abscess burst out again, and in May he went to the Infirmary at Huddersfield. Dr. Whalley was attending him at the time, but he was advised to go to the Infirmary, where he would get better support and be better attended to. He found, however, that he did not get so well attended to as he expected, and he went home again. Dr. Whalley began to attend him on the 17th of July. About that time he had to walk by the aid of a stick and a crutch, and his wife applied to the Union for relief. When he first obtained relief the abscess was running, and he was very weak. The abscess was open when the relieving officer called upon them. He had diarrhoea at the time he went into the Infirmary, and he had had it several times since. He never got a policy of insurance from the British Prudential Assurance Society, and never authorised any one to insure his life. He never knew he was insured in that society until Mr. Martin, the superintendent of police, told him, a few days before this case was investigated by the justices.

The further hearing of the case was adjourned until Thursday morning, at ten o'clock.

ALLEGED FRAUDS BY A DEWSBURY SURGEON.

THOMPSON WHALLEY (31) surgeon, was charged with unlawfully and knowingly obtaining by false pretences, from the British Prudential Assurance Company, a policy of assurance upon the life of Law Walker, for the sum of £33 6s., with intent to cheat and defraud, at Dewsbury, on the 29th September, 1865.—The prosecution was conducted by Mr. CAMPBELL FOSTER and Mr. BRISTOW, and the prisoner was defended by Mr. DRBY SEYMOUR, Q.C. (specially retained), and Mr. WADDY.—Mr. FOSTER opened the case.

The following witnesses were then called:—

Mr. Thomas Davey, manager of the industrial department of the British Prudential Assurance Company, produced the deed of settlement of the company and a certificate of incorporation. Mr. J. H. Taylor was the agent for the company at Dewsbury, and had an assistant of the name of Pearson Sumner. The prisoner was one of the medical referees for the Dewsbury and Mirfield district. Mr. Sykes was agent for the latter district. The agents were supplied with blank forms of proposal. On any person wishing to insure, the duty of the agent would be to fill up the form himself, after asking the proposer the usual questions, or to give it to the proposer to fill up himself. That form also contained a blank medical report, to be filled up by the medical referee. After the form was filled up by the applicant the duty of the agent would be to send it to the nearest medical referee of the company; and the duty of the latter would be to see the proposer and to make a report on his condition. The agent should then see the party fill up a certificate on the form, and transmit the completed form to the head office in Ludgate-hill, London. The application would be taken into consideration by the company; and, if it were satisfactory, a policy would be issued and sent down to the agent named in the form. A policy was issued on the life of L. Walker, and sent to Mr. Taylor. It was for £33 6s., payable on death, and was dated the 14th August last.—Cross-examined by Mr. Seymour. The witness stated that they made up the policies in batches. They sent out about 3,000 a week, and into the district for which the prisoner was referee from 40 to 60. He would examine from 15 to 20 a week. No policy would be issued unless the medical report and the agent's certificate were filled up. Supposing the form filled up, but no signature to it, it would be the duty of the agent to see the proposer and obtain his signature.

Mr. SEYMOUR.—Supposing the proposal to be to pay the premium on the policy weekly, would not the policy become absolutely void if such payment were not made?

Witness.—It would not. There is a condition allowing 28 days for payment.

Mr. SEYMOUR.—Where is that condition mentioned?

Witness.—It is not mentioned on the policy; but it is on the premium receipt book which is given to each assured.

Mr. SEYMOUR.—You take assurances on lives from three months up to eighty-five years.

Witness.—We do.

Mr. SEYMOUR.—And I suppose you push your business pretty extensively?

Witness.—We do. Mr. Taylor is still our agent, and we have taken business from him since this event. The signature of the proposer, Law Walker, of his witness, Dr. Whalley, and of the agent are all in one handwriting. I believe the writing to be that of Pearson Sumner. Our medical men are paid 9d. a case for small cases.

Mr. SEYMOUR.—And you don't expect a medical man to waste a day on each case?

Witness.—No; but there are higher rates, half-a-guinea and a guinea, according to the amount insured.

Mr. SEYMOUR.—Are you aware that Dr. Whalley called the attention of the office to the pay of the medical officers, and said it was impossible they could do their duty.

Witness.—I never heard of it.

Mr. SEYMOUR.—After the death of a person what voucher do you require before you make any payment of the policy?

Witness.—We require the certificate of the medical attendant of the deceased, a certificate of identity, a certificate signed by the person who claims the money, the agent's certificate, the registrar's certificate. Having obtained all these, we generally send a post-office order or a cheque made payable to the agent; whose duty it would be to pay the money directly into the hands of the claimant. A receipt to be given by the claimant would require to be witnessed. It is our usual course to send a notice to the claimant advising him of the remittance of the money to the agent.

Re-examined by Mr. FOSTER.—In all these matters we depend upon our agent doing his duty. It might happen that with the exception of our agent's certificate, all the certificates might be signed by the medical man. Such a thing, however, has never happened to my knowledge. I remember what is called Hepworth's case. Dr. Whalley was concerned in that case.

Mr. SEYMOUR objected to this line of examination, and his LORDSHIP expressed his opinion that it should not be pressed farther.

Pearson Sumner, assistant to Mr. Taylor, agent for the company at Dewsbury, stated that he recollected the prisoner calling at his office on the 4th of August last. He said he had got the consent of two people at Mirfield to insure their lives, and that he had come to Mr. Taylor because the people had an objection to the Mirfield agent, Mr. Sykes. He asked for two blank forms, and Mrs. Taylor handed him a number. He filled up two of them. The form now shown him was one of those. He saw him fill them up. He wrote on the proposal the name of Law Walker, that he lived at Blackenhill, and that he was a labourer. He wrote the signatures Law Walker, who appears to be the proposer, and Thompson Whalley, who appears as witness. Witness could not say why he wrote those names. The medical certificate was afterwards filled up and signed by Dr. Whalley. Witness then signed the agent's certificate with Mr. Taylor's name, and put the form amongst a lot of others. He had been in the habit of filling up the agent's certificate with the knowledge and sanction of Mr. Taylor. He had done so even when Mr. Taylor was present.

Cross-examined by Mr. SEYMOUR witness stated that in this case he had signed Taylor's name to the certificate without having seen the applicant. Occasionally it had happened that the certificate had been signed when neither witness nor Mr. Taylor had seen the parties.

Mr. SEYMOUR.—You wanted to get business, I suppose and were not very particular?

Witness.—Well, we liked a good deal of business. (Laughter.)

Mr. SEYMOUR.—At the time the prisoner signed the medical report was not the document entirely without the signature of Law Walker and Taylor?

Witness.—They were not there.

Mr. SEYMOUR.—Has it not often happened, in the press of business, that the doctor has signed his name to the medical report and then left the agent to see the parties and obtain their signatures?

Witness.—That has happened.

Mr. SEYMOUR.—And, of course, in such a case if he had made a mistake you would have an opportunity of correcting it?

Witness.—Yes.

Mr. SEYMOUR.—Did the prisoner see that document at all after the signature was on it?

Witness.—He counted over all the proposals, but I don't know that he looked at this one particularly.

Mr. SEYMOUR.—Have you said before—"I cannot say whether the prisoner was present when I signed the document, and whether he ever saw it afterwards?"

Witness.—Yes. The doctor did not tell me to sign his name, and I never told him that I had signed it.

Re-examined.—I never knew a case in which the prisoner has filled up the medical report on a blank form and left us to get the rest of it filled up. I misunderstood the question that was put to me on that point by Mr. Seymour.

Mrs. Matty Taylor remembered the prisoner calling at her husband's office on the 4th of August, and asking for two forms of proposal. He commenced filling them up, and witness took no further notice. On the same day, on returning from his rounds, he filled up a large number.

Mr. J. H. Taylor, agent for the company at Dewsbury, stated that he had occupied that office for two years. Pearson Sumner had his authority to sign his name to the forms of proposal, and to act for him. The proposal purporting to be from Law Walker was sent to London, and