

Q. Have you got it here? A. No, sir. (Witness makes drawing in lead pencil.)

Redirect-examination.

Q. State whether or not you discovered any medical reasons in your examination of Miss Roberts for this abortion? A. I made no examination of the urine so I don't know whether her kidneys were diseased or not.

Q. Did you discover any medical reasons for this abortion when you made your examination—whether or not you did? A. I didn't look for that. I didn't discover anything of that sort.

Q. What were you looking for? A. I found that the foetus had been expelled and that the membranes had not, so it was necessary to remove the membranes. That was what I did when I made the examination.

Q. Do you know whether any physician was present when this foetus was expelled? A. She told me that she was alone.

Q. State whether or not she told you where the operation was performed? A. She spoke of Nanticoke.

Q. State whether or not you asked her who the doctor was or who the man or woman was who performed the operation? A. Yes, sir, I asked her.

Q. And what did she say? A. Is it necessary for me to detail this conversation?

Q. I would not ask you unless I thought it was necessary. A. She told me that a man in Nanticoke and she spoke of him as Dr. Dan.

Q. Dr. Dan? A. Yes, sir.

Q. What did she say about Dr. Dan, if anything? A. She said that he had performed several operations which were not successful.

Q. On her? A. On her. And she asked me, to use her own words, if I thought he hadn't made a botch of it.

Q. What did you say? A. I told her she had been badly injured in some way.

Q. Do you know Dr. Dan? A. I do not.

Q. There is no Doctor Dan to your knowledge who lives in Wilkes-Barre, who lived in Wilkes-Barre? A. No, sir.

Q. You never heard of a Doctor Dan you say? A. Never before that.

Q. Have you found out who this Dr. Dan was, since then? (Objected to as irrelevant and immaterial.)

Q. Whether or not she told you the house she was at when Dr. Dan performed this operation? A. No, sir.

Q. Whether or not she told you how many times she had been down to see Dr. Dan? A. She spoke of two or three times.

Q. Do you know how long she had been in bed before you saw her this day from what she told you? A. Two or three days I think.

Dr. E. A. Sweney sworn for defendant.

Examined by Mr. Woodward:

Q. You are a practicing physician in the city of Wilkes-Barre? A. Yes, sir.

Q. How long have you been practicing? A. Since May 6th, 1892.

Q. You are a graduate of the University of Pennsylvania? A. Yes, sir.

Q. Have you read over the answers made by Helene Roberts in her application for insurance? A. I did.

Q. That application was made August 13th, 1891, and she died November, 1892. Did you ever know Helene Roberts? A. No, sir.

Q. Did you ever see her? A. No, sir.

Q. You heard the testimony here as to the age and size of the foetus? A. Yes, sir.

Q. You have heard the testimony about the several visits to Nanticoke? A. Yes, sir.

Q. State in your opinion whether there was any justifiable medical reason for an abortion in that case? (Objected to, because the witness has not shown that he has any

knowledge upon which such an opinion could be given even if he was willing to give it.)

Q. Have you ever delivered children? A. Yes, sir.

Q. About how many? A. I couldn't exactly say. During this year I probably delivered sixty or seventy, in that neighborhood, and may be more.

Q. Have you been present and attended women who have had miscarriages? A. I have, yes, sir.

Q. Deliverd the foetus? A. Yes, sir.

Q. In all stages? A. Yes, sir.

The Court: The Court is of the opinion that the question is not proper. The objection is sustained, exception noted for defendant, and bill sealed.

Q. You said you came here in July, 1892? A. July 15th, 1892.

Q. And you have been practicing medicine ever since? A. Yes, sir.

Q. Did you know at the time you came here or since that time of any physician in Nanticoke called Dr. Dan? A. I have heard of the name of Dr. Dan.

Q. Did you ever meet the gentleman? A. I don't know whether I have or not. No, sir, I guess I never met him.

Q. Is there any practitioner of medicine there by the name of Dr. Dan? A. I have heard there was a practitioner named Dr. Dan, but I don't know him and never met him.

Q. Do you know his full name? A. I have heard it was Dr. Dan Evans, but that I don't know.

Q. You have never met him? A. No, sir; never met him.

Q. Does he belong to your physician's society here, your association? (Objected to.)

Q. State whether or not this Dr. Dan belongs to the association of physicians of Luzerne County? (Objected to as irrelevant and immaterial.)

The Court: Objection sustained. Exception noted for the defendant, bill sealed.

Dr. G. W. Guthrie sworn for defendant.

Examined by Mr. Woodward:

Q. You are a practicing physician in the city of Wilkes-Barre? A. Yes, sir.

Q. How long have you been practicing? A. Over 25 years.

Q. You have delivered women of children? A. Oh, yes.

Q. In all stages of gestation? A. Yes, sir.

Q. And treated women who have had miscarriages? A. Yes, sir.

Q. Did you know Helene Roberts in her life time? A. Yes, sir.

Q. You examined her for this insurance when she made her application? A. I examined her for life insurance once. I recommended her.

Q. When was it? A. Well, I don't know, I don't remember the date. I haven't looked it up. It is a matter of record, but I haven't looked it up. (Witness refers to policy.) This appears to be a copy of the report I made, and that is dated August 10th, 1891.

Q. The testimony in this case is that the foetus was three months old, about three inches long, and that this Helene Roberts died from the result of an abortion. The testimony also is that she made several trips to Nanticoke and had several operations before the one after which the foetus was expelled. That the neck of the womb from the examination made by Dr. Stoeckel was lacerated. Now, knowing these facts can you form an opinion whether or not the abortion in that case was justifiable—medically justifiable? (Objected to: they should find out from the witness whether he can form an opinion or not.)

Q. Were you called in by Dr. Crawford in consultation over Miss Roberts's case? A. Yes, sir.

Q. Did you attend as a consulting physician? A. Yes, sir.

Q. And did you make an examination of the case and hold a consultation? A. Yes, sir.

Q. Of course you saw Miss Roberts upon that occasion? A. Yes, sir.

Q. This was how long before she died? A. I cannot state definitely, it seems to me about one day before. I am not positive. It wasn't very long before.

By Plaintiff's Counsel:

Q. You never made a physical examination of Helene Roberts did you? A. Only what was required for life insurance.

Q. That is to say you asked her certain questions and she answered them? A. Yes, sir. I made a physical examination of her heart and lungs and examined her urine—such as was contained in this report.

Q. You did just what was contained in there? A. Yes, sir.

Q. I mean at the time that you were called by Dr. Crawford in consultation. A. There was no vaginal examination. There was an examination of the abdomen externally, and the pulse, temperature, etc.

Plaintiff's Counsel: We object to the testimony offered, because the witness has not shown such knowledge of the patient, and of the essential requisites, as would enable him, or anybody else, to form an opinion on the subject matter about which he is asked.

The Court: Did you say you examined the abdomen?

The Witness: Yes, sir; not vaginal, not internal.

The Court: The doctor may answer the question now. He may answer whether he can form an opinion.

The Witness: The facts are not sufficient to form an opinion.

Q. What are justifiable medical reasons for an abortion? A. Well, principally the presence of albuminuria—that is, Bright's disease of the kidneys, in which there is danger from convulsions to the patient should she go on to the full term. A deformed pelvis might be regarded by some, and yet now, regarded in the light of modern surgery, would not be so regarded because the opening of the body and delivery of the child by surgical means deprives that deformity of its terror, for women are delivered now by opening the abdomen very safely that used to be regarded seriously. That would be regarded by many as a reason for interfering. But the reason we principally recognize and find it necessary to bring on premature labor or abortion is where there is danger from convulsions from Bright's disease. Whether that existed here I don't know.

By Defendant's Counsel:

Q. Then the reasons medically are Bright's disease existing in the female, and a deformed pelvis so deformed or malformed as to resort to surgery? A. Principally. There are other reasons.

Q. Do you know one, Dr. Dan of Nanticoke, professionally or otherwise? Do you know a man who is called Dr. Dan, down at Nanticoke? A. I know a man who is mentioned by that cognomen, yes sir.

Q. Did you ever meet him? A. Yes, sir.

Q. Did you ever meet him in consultation? A. I have seen him when members of his own family were sick. I was called to see his own boy when he was sick.

Q. You visited the family as a physician? A. Yes, sir, his own family, not anybody else's. I declined to go to somebody else's family, but when his own family was sick I went to see him.

Q. Did you ever meet him in consultation with other physicians? A. No, sir, except that time I saw him when his own child was sick.

Q. Do you frequently visit Nanticoke professionally? A. Yes, sir, quite often.

Q. You have been here about twenty-five years I understand? A. Yes, sir.

Q. Do you know whether he is a doctor with a diploma, an educated doctor from a medical college? (Objected to as immaterial.) A. I don't know whether he has a diploma or not.

Q. State whether or not you ever had any conversation with him with reference to his medical career? A. Not that I recollect.

Cross-examination. No questions.

Dr. J. A. Bullard sworn for defendant.

Examined by Mr. Woodward:

Q. You reside in Wilkes-Barre? A. Yes, sir.

Q. A medical practitioner? A. Yes, sir.

Q. You have been practicing medicine how many years? A. Twenty-five.

Q. State whether or not you have delivered women of children and deliyered them of the fruit of the womb at all periods of gestation? A. Yes, sir; I have.

Q. Whether or not you have had considerable practice of that kind? A. Yes, sir. I have had a large practice of that kind.

Q. I wish you would give what in your judgment and opinion are the medical reasons for an abortion. A. Well, there are certain diseased conditions of the womb that sometimes call for it; there are deformities of the pelvis that would call for an abortion, and threatened convulsions from albuminuria and Bright's disease. I don't know of anything else.

Q. You don't know of any other? A. No, sir.

Q. Bright's disease, malformation of the pelvis and what else? A. Certain diseased conditions that might exist in the womb, such as cancer, or something of that character.

Cross-examination. No questions.

Defendant rests. Evidence closed.

I hereby certify that the above is a true transcript from my stenographic notes taken on trial of above stated action.

S. E. INNES.

Court Stenographer.

Now, January 16th, 1899, I hereby certify that the foregoing transcript of the notes of the court stenographer of the testimony in above entitled cause in my belief is correct and the same is hereby approved and ordered filed.

JOHN LYNCH, A. L. J.

INSURANCE POLICY WITH APPLICATION
ATTACHED.

New England Mutual Life Insurance Company.

(Incorporated 1835.)

BOSTON, MASSACHUSETTS.

No. 93404.

Amount \$3,000.

Age 27.

Premium \$102.60.

This Policy of Insurance Witnesseth, That the New England Mutual Life Insurance Company, in consideration of the payment of one hundred and two dollars and sixty cents, this day made by Helene Roberts of Wilkes-Barre in the State of Pennsylvania, being the assured in this policy, and of the punctual payment of a like sum to be made in the same manner to them, at their office in Boston, or to their agent duly authorized, on or before the thirteenth day of August in every year until fifteen annual premiums shall have been paid, or during her life, if her decease shall happen within fifteen years from the date hereof, Do Promise and Agree to pay, at their office in Boston, the amount of three thousand dollars, in lawful money of the United States, to the said Helene Roberts at the end of forty-eight years from the date hereof, or if said Helene Roberts shall decrease before that date, then to her executors or administrators, upon receipt of satisfactory proof of her death, after deducting therefrom all indebtedness of the party assured

to the company, together with the residue, if any, of the year's premium.

This policy is issued by the company, and accepted, upon the following express conditions:

That the statements and declarations made in or attached to the application for this policy, which are hereby referred to as the basis of this contract and are a part thereof, and on the faith of which it is issued, are in all respects true, and that no fact has been suppressed relating to the health or circumstances of the insured affecting the interest of said company, or in their inducement to accept the risk.

The insured may reside in the United States and its Territories (except in localities where yellow fever is prevailing at the time as an epidemic), and in the British Provinces, and travel in and make passage along the coasts thereof; and may go to, return from, reside and travel in, Europe, the West Indies (between the months of November and May inclusive,) and the Islands of the Pacific Ocean.

The insured may, without previous notice to the company, go and remain beyond the above limits (except where yellow fever is prevailing as an epidemic;) or may engage in any military or naval service; or engage in voyages upon the high seas as an occupation; or in blasting, mining, or submarine operations; or in the production or manufacture of highly inflammable or explosive substances; or in working a steam engine, on land or water, as engineer or fireman, or in a similar capacity; or as an employee on any railroad train; but in such case she shall pay for remaining beyond the above limits of residence and travel, or for the risk of military or naval service in time of war, or for any of said occupations, an extra premium, equal to that charged by the company in similar cases, which, if not paid at the time of the assumption of the risk, shall not invalidate this contract, but shall be a lien upon the policy, and deducted therefrom, with interest, upon its payment.

Any assignment of this policy shall be void unless assent-

ed to in writing by said company, but the policy shall not be invalidated thereby.

In case of any indebtedness due to this company from the assured, this policy and all sums due thereunder, are hereby pledged to secure said indebtedness, and the company shall have a lien therefor on this policy; and said debt or demand may be set off against the amount due thereon.

This policy is payable only at the office of the company, at Boston, from which it is issued, and is a Massachusetts contract; and as to its conditions, restrictions, and agreements, and as to the validity of any assignments thereof, shall be governed by the law of Massachusetts.

The loss shall be payable whenever satisfactory proof thereof shall have been furnished at the office in Boston, by the sworn certificate of the attending physician, if there were any, and the full and particular statement, under oath, of at least one competent and disinterested witness, stating the time, place, cause, and circumstances of the death of the insured.

No suit shall be brought against the company on any claim under this policy, unless said suit is commenced within two years from the time when the right of action accrues, and also within three years from the termination of the life insured.

This policy shall not take effect until the first premium is actually paid, and agents are not authorized to deliver the policy to the assured until such payment has been made.

General agents appointed directly by the company are alone authorized to receive premiums at the day when payable, and not afterwards, but cannot give credit, or make, alter, or discharge contracts, or waive forfeitures, and no alteration or waiver of the conditions of this policy shall be valid unless made in writing at the office in Boston, and signed by the president or secretary.

All premiums due under this policy shall be paid in ad-

vance, but any annual premium may, at the election of the assured, be paid in cash, either in one sum or in semi-annual or quarterly instalments, to be secured by the notes of the assured; it being understood that the company assumes no risk for the period covered by such deferred payments, but only for that portion of the year for which the premium shall have been actually paid IN CASH, in advance; and that in case of loss all such deferred payments are to be deducted from the amount payable.

THIS POLICY SHALL BE VOID IF THE INSURED SHALL DIE IN, OR IN CONSEQUENCE OF A DUEL, OR BY THE HANDS OF JUSTICE, OR IN THE VIOLATION OF, OR ATTEMPT TO VIOLATE ANY CRIMINAL LAW OF THE UNITED STATES, OR OF ANY STATE OR COUNTRY IN WHICH THE INSURED MAY BE.

This policy shall be void if the insured shall die by her own hand or act, whether sane or insane, within three years from the date hereof, but the company agrees to pay upon the policy thus voided the net reserve held against it, reckoned according to the legal standard of Massachusetts.

This policy is issued subject to the provisions of "The Massachusetts Insurance Act of eighteen hundred and eighty-seven, Section 76."

In witness whereof, the said New England Life Insurance Company have, by their president or vice president, and secretary, signed and delivered this contract at Boston, in the commonwealth of Massachusetts, this thirteenth day of August in the year one thousand eight hundred and ninety-one.

(Signed,) BENJ. F. STEVENS,

(Signed,) S. F. TRULL, Secretary.
President.

This policy is not valid till countersigned by the assistant secretary or policy clerk.

Countersigned,

WILLIAM B. TURNER,
Assistant Secretary.

Under the provisions of the statute, a copy of which is printed on this policy, the holder thereof will be entitled to a cash-surrender value, or to paid up insurance for the amounts stated below; where there is any indebtedness to the company it will be deducted from the surrender value, if paid in cash, or, if paid-up insurance is taken, the amount thereof will be diminished proportionally by deducting the indebtedness from the reserve before ascertaining the premium on which the calculation for paid-up insurance is made.

At the end of	Cash surrender value.	Paid-up insurance.
2 years	\$ 93 72	\$ 303
3 "	160 53	507
4 "	230 16	711
5 "	302 70	915
6 "	378 39	1116
7 "	457 32	1320
8 "	539 67	1524
9 "	625 62	1725
10 "	715 38	1926
11 "	809 10	2130
12 "	907 05	2331
13 "	1009 47	2532
14 "	1116 48	2733
15 "	1228 62	3000
16 "	1260 27	
17 "	1293 00	
18 "	1326 60	
19 "	1361 34	
20 "	1396 80	
21 "	1433 16	
22 "	1470 39	
23 "	1508 49	
24 "	1547 52	
25 "	1587 66	
26 "	1628 25	
27 "	1669 98	
28 "	1712 67	
29 "	1756 32	
30 "	1801 05	
31 "	1846 86	
32 "	1893 84	

At the end of	Cash surrender value.	Paid-up insurance.
33 years	1942 08	
34 "	1991 58	
35 "	2042 43	
36 "	2094 81	
37 "	2148 96	
38 "	2205 00	
39 "	2263 26	
40 "	2324 25	
41 "	2388 18	
42 "	2455 83	
43 "	2527 92	
44 "	2605 47	
45 "	2689 62	
46 "	2782 02	
47 "	2884 62	
Maturity,	3000 00	

(Signed) WM. B. TURNER,
Assistant Secretary.

Agents are not allowed, under any circumstances, to endorse payments of premiums on policies. Policy-holders desiring the endorsement may send their policies to the home office, accompanied by their renewal receipts, when the endorsements will be made and the receipts taken up.

The following sums have been received at the annexed dates, respectively, viz. :

Date.	Premium.	Cash.	Quar.	Notes.	Interest.	Distribution.

MASSACHUSETTS INSURANCE ACT OF 1887.

Section 76.—All policies hitherto issued by any domestic life insurance company shall be subject to the provisions of the law applicable and in force at the date of such issue. No policy of life or endowment assurance hereafter issued by any such company shall become forfeit or void for non-payment of premium after two full annual premiums, in cash or note, or both, have been paid thereon; but in case of default in the payment of any subsequent premium, then, without any further stipulation or act, such policy shall be binding upon the company for the amount of paid-up insurance which the then net value of the policy and all dividend additions thereon, computed by the rule of section eleven, less any indebtedness to the company on account of said policy, and less the surrender charge provided herein will purchase as a net single premium for life or endowment insurance maturing or terminating at the time and in the manner provided in the original policy contract; and such default shall not change or affect the conditions or terms of the policy, except as regards the payment of premiums and the amount payable thereon. Said surrender charge shall be eight per cent. of the insurance value of the policy at the date of default, which insurance value is the present value of all the normal future yearly costs of insurance which by its terms said policy is exposed to pay in case of its continuance, computed upon the rate of mortality and interest assumed in section eleven. Every such policy, after the payment of two full annual premiums thereon, shall have a surrender value which shall be its net value, less the surrender charge, and less any indebtedness to the company on account of the said policy, and its holder may, upon any subsequent anniversary of its issue, surrender the same and claim and recover from the company such surrender value in cash; provided that from the surrender value of all endowment policies the company may deduct five per cent. On policies of prudential or industrial insurance on which the weekly premiums are not more than fifty cents each, the surrender value in all cases shall be payable in cash.

Upon surrender, on any anniversary of its issue, of a policy which has become paid up after the payment of two full annual premiums, by force of the statute upon default in payment of premium, the holder shall be entitled to its net value, payable in cash; provided that from such net value of all endowment policies the company may deduct five per cent. But no surrender of a policy shall be made without the written assent of the person to whom the policy is made payable. Any condition or stipulation in the policy or elsewhere, contrary to the provisions of this section and any waiver of such provisions by the assured, shall be void.

By virtue of this policy, the assured is hereby notified that she is a member of the New England Mutual Life Insurance Company, and that the annual meetings of said company are holden at its home office on the fourth Monday of January, in each year, at 11 o'clock a. m.

APPLICATION.

New England Mutual Life Insurance Company, of Boston,
Mass. No. 93404.

(Every application, whether for the original or an additional insurance, is to be filled out in detail, otherwise it will not receive the consideration of the company.)

This applicant, Helene Roberts, of Wilkes-Barre, proposes to insure the life of herself with the New England Mutual Life Insurance Company, to the amount of three thousand dollars, for the period of forty-eight years, on the fifteen year payment life R. End't plan, and thereby to become a member of said company; and with that view, and as a part of the contract of insurance, makes the following statements, which she declares to be warranties, and in all respects full and true answers:

1. Address and residence of the person whose life is proposed for insurance. Address Wilkes-Barre, county of Luzerne, state of Pennsylvania.

2. Place and date of birth—the year, month and day. Ashtabula, Ohio, March 26th, 1864.

3. Single or married? Single.

4. Profession or occupation? Millinery.

5. Weight? 134. Height? 5 feet 5½ inches. General state of health? Good.

6. Has this company (a) ever issued, or (b) declined to issue, a policy on the life of the person proposed for insurance? If so, (c) when and for what amount? (a) No; (b) No; (c) no.

7. Has any other life insurance company, benefit, or assessment association, or society (a) expressed any opinion, either orally or in writing, or (b) declined to issue, or postponed the issuing of, a policy on the life of the person proposed for insurance? (c) If an unfavorable opinion has been expressed, state reasons? (a) No; (b) no; (c) No.

8. If now insured, state in what company or companies, or society or association, the amount, and for what period in each, and whether at the ordinary or an extra rate of premium? Not insured.

9. Age of the parents, if living? Father, 53 years; mother, 52 years. Age attained by grandparents, living or dead? P. G. F., aged; P. G. M., aged. M. G. F., 68 years, M. G. M., 76 years; living.

10. Age of the brothers and sisters, if living? Brothers, ———; two sisters, 22 and 25 years.

11. (a) For whose benefit, or on whose behalf, is this application made? (b) And what is the interest of such person in the life to be insured? (a) My estate. (b) ———

The foregoing are full and true answers to the questions proposed
HELENE ROBERTS.
Applicant.

(The medical examiner will put the following questions, and will fill out the answers in his own hand writing.)

12. Whether now, or at any time, and when, and how

long, and under what circumstances, and to what degree subject to, or at all affected by, any of the following symptoms, diseases or infirmities, or suspected to be so, by herself or by any medical authority, viz.:

Apoplexy.	Dropsy.
Asthma.	Dyspepsia.
Bronchitis.	Epileptic or other Fits or Fainting Turns.
Bright's or other diseases of the Kidneys.	Erysipelas.
Cancer.	Eruptive Diseases.
Chronic Diarrhoea, or Dysentery.	Fistula (in ano), or Piles.
Consumption, Spitting of Blood, or any disease of the Lungs.	Gout or Rheumatism.
Convulsions or Spasms.	Pleurisy.
Coughs, prolonged or habitual.	Rupture. } Is it reducible?
Disease of the Brain, Nervous System, Heart, Stomach, Liver, Bowels, Bladder, Prostrate Gland or of the Generative Organs.	} Is a Truss worn?
	Serofula, or any Disease so called.
	Smallpox, or Varicoid.
	Tumors.
	Vertigo, Dizziness, or Giddiness.

Answers "No" to all except Erysipelas, had a slight attack when fifteen years old, lasting two weeks, confined to face.

13. Has the person now or has she had any serious illness, disease or symptoms of disease, not enumerated above, or met with any accident or injury; and if so, of what nature, and when? Had typhoid fever when thirteen years old, otherwise no.

14. Has there ever been any predisposition or tendency to any hereditary disease, insanity, mental derangement or unsoundness, or imbecility, or to suicide, (a) in the person whose life is proposed for insurance, or (b) in any member of her family, or collateral branches thereof, such as uncles or aunts? (a) No; (b) no.

15. (a) What have been the person's habits in regard to the use of intoxicating liquors or narcotics, and (b) what are they now; (c) are they correct in every other respect? (a) Does not drink anything nor never did, (b) nor use any narcotics; (c) yes.

16. (t) Has any application for a policy, or any statement, medical or otherwise, regarding the health of the person whose life is proposed for insurance, or has any medi-

cal examination, for whatever purpose made, been presented to any life insurance company, association or society (see questions No. 6 and 7), or any agent thereof, in any form whatsoever, prior to this date, or (b) is the applicant now proposing to apply for more insurance elsewhere; if so, (c) for how much? (a) No; (b) not at present; (c) ———.

17. (a) What is the name of the usual medical attendant of the person whose life is proposed for insurance, and (b) the names of any who may have been consulted within five years past? (c) Please state the particulars of the symptoms, diseases or infirmities prescribed for, or consulted about, and the medical opinion thereon? (a) None; (b) no one; (c) ———.

18. State of health of surviving parents, brothers and sisters? Father, good; mother, good; brothers, none; sisters, good.

19. At what age and of what disease have both or either of the parents died? Father, living; mother, living.

20. At what age and of what disease have any of the brothers and sisters died? Brothers, one, nine months old. Disease of infancy unknown; sisters, none.

If deaths in the family record have been ascribed to child-birth, state distinctly whether there was any actual or suspected pulmonary disease connected therewith.

21. Are there any facts or circumstances not herein stated which affect the risk on the proposed life unfavorably? No.

22. Has the applicant carefully read the above questions and the answers thereto? Yes.

23. Does the applicant warrant the truth of all the foregoing answers, and agree that they are a part of the contract of insurance, and that if any answer to the above questions in this statement, is fraudulent or untrue, or if there is any concealment of the fact bearing upon the proposed risk, whether inquired about or not, or any non-compliance with the terms and conditions of the policy, it shall vitiate the

insurance, and that, in such cases, no return of premium shall be made? Yes.

If the proposed life be a female, she will answer the following additional questions, viz.:

Is she single or married, or soon expecting to be married? Single.

If pregnant, how far advanced? —→

Is there any reason to apprehend unusual difficulty of labor? ———

Has any former labor been difficult? If so, from what cause? ———

Has she ever been affected, or suspected to be so, either by herself or any medical or other authority, of any disease of the urinary or generative organs? No.

The foregoing are full and true answers to the questions proposed.

Dated at Wilkes-Barre, Pa., on the eighth day of August, A. D. 1891.

(To be signed here by the person whose life is proposed for insurance, in presence of the medical examiner.) HELENE ROBERTS. Applicant.

[No. 1.]

MEDICAL EXAMINER'S CERTIFICATE.

Before or after making the physical examination, the medical examiner will put such further inquiries as he may think necessary, respecting the risk, or worthy the consideration of the company.

The attention of the medical examiner is particularly called to that part of the foregoing application where questions are to be answered in his presence, also to the certificate for urinary examination.

EXAMINATION OF MISS HELENE ROBERTS.

1. Have you read each question and answer thereto, of the person appearing for examination? Ans. Yes.
2. Has he (or she) signed, in your presence, the foregoing application? Ans. Yes.
3. Does said person now appear to enjoy good health in every respect? Ans. Yes.

4. What is his (or her) race, complexion, carriage, and general appearance? (Note anything that appears to you to be unusual). Ans. White, medium, erect, healthy.

5. State (a) girth of chest (about midway) over the linen, and (b) the degree of expansion on forced inspiration? Ans. (a) 31 in.-35 in.; (b) 4 in.

6. Girth of waist? Ans. 24 inches.

7. Condition of lungs, on examination by percussion and auscultation? Ans. All right.

8. Character of the respiration, (a) is it full, easy, regular and symmetrical? (b) number of inspirations per minute? Ans. (a) Yes; (b) 18 per min.

9. Heart—(a) Are its sounds clear, distinct, rhythmical? (b) Are there any indications of disease? Ans. (a) Yes; (b) no.

10. Liver—Is there any evidence of disease in this organ? Ans. No.

11. (a) Condition of abdominal and urinary organs; (b) any evidence of Bright's or other disease of kidneys? Ans. (a) No evidence of trouble; (b) no.

(A urinary examination must be made in all cases.—See blank No. 2.)

12. Pulse, (a) number per minute, when not unusually accelerated; (b) hard or soft, strong or weak, regular or intermitting? Ans. (a) Seventy-eight (78); (b) soft, strong, regular.

13. Brain—(a) Are there any indications of disease or impairment of the functions of this organ; (b) or of the nervous system? Ans. (a) No; (b) no.

14. Are there any indications of a predisposition, either hereditary or acquired, to any local or constitutional disease? Ans. No.

15. Is there evidence of successful vaccination? Ans. Yes.

16. Has the person had any ailments or injury; and if

so. will the medical examiner state his opinion of their value as affecting the risk? Ans. Yes; they do not affect the risk unfavorably.

17. Are the vital and other organs in a normal condition? Ans. Yes.

18. Is the person, in your opinion, as good a life for insurance as the average of persons of the same age, who are of sound constitution, in good health, and whose family history is good; and do you, acting in the interest of the company, advise the acceptance of the risk? Ans. Yes.

(Please certify to this directly and specifically, yes, or no.)

G. W. GUTHRIE, M. D.

Univ. of Pennsylvania. Date of graduation, March 13th, 1872.

Wilkes-Barre, Pa., August 10th, 1891.

(When the examination is made by other than a regular examiner for the company, the blanks for college and date of graduation must be filled in.)

[No. 2.]

TO THE MEDICAL EXAMINER.

The applicant's urine must be examined in every case.

1. Name of applicant? Miss Helene Roberts. Was specimen passed by her? Yes.
2. Color? Clear, amber. Acid or alkaline? Acid. Specific gravity? 1022.
3. Does it contain albumen? No; or sugar? No.
4. Does the microscope show the presence of casts, blood corpuscles, or pus corpuscles? —

(A microscopic examination may be made, or not made, according to the judgment of the medical examiner.)

Dated at Wilkes-Barre, Pa., the 10th day of August, 1891.

(Signed), G. W. GUTHRIE, M. D.

NOTICE OF CLAIM AND PROOF OF DEATH.

New England Mutual Life Insurance Company, of
Boston, Massachusetts.

Policy No. 93,404. Amount insured, \$3000.

(In cases where the following forms do not apply or fail to give such information as shall be satisfactory to the company, such other information will be required as will enable the directors to judge of the justness of the claim, and the circumstances which serve to establish due proof of the death, and the identity of the person insured.)

Notice is hereby given to the New England Mutual Life Insurance Company, of Boston, that Helene Roberts, of Wilkes-Barre, county of Luzerne, State of Pennsylvania, deceased, was the person insured by said company in the sum of three thousand dollars, for the term of fifteen years by its policy of insurance No. 93,404, dated August 13th, 1891, and, in accordance with the terms thereof, the statement of the attending physician is herewith appended.

(Signature of Claimant.) (S.) GEO. A. WELLS.

ATTENDING PHYSICIAN'S STATEMENT.

Name of the deceased—Helene Roberts.

Date of death—November 26, 1892.

Place of death—Wilkes-Barre, Pennsylvania.

Age—28 years.

Residence—Wilkes-Barre, Pennsylvania.

Occupation—Milliner.

Were you, and at what time, and for how long a period had you been, the attending physician?—I attended her for only three days during her last illness.

State the cause of death, whether from disease, accident, or other agency—Peritonitis and septicaemia, the result of abortion.

State the name and duration of the disease, and any important medical facts connected therewith—As above stated, its duration was about five days.

Was there a post-mortem examination?—Yes.

Date this 8th day of December, 1892.

(S.,) JOHN B. CRAWFORD,
Attending Physician.

STATE of PENNSYLVANIA, }
COUNTY OF LUZERNE. } ss.

On this eighth day of December, 1892, before me came the above-named John B. Crawford, M. D., known to me as a physician in regular standing, and made oath that the answers by him given to the foregoing questions are true and full, to the best of his knowledge and belief.

(S.,) FRANK H. BAILEY,
Notary Public.

NOTICE.

1st. When the proceeds of a policy are payable to an administrator or executor, a certificate of authority to act as such will be required from the proper court.

2d. When a policy has been assigned as collateral security for debt, evidence must be given to the company of the amount which constitutes the claim, and must be verified upon oath before a notary public. The administrator or executor of the insured and the assignee must unite in a release to the company.

3d. When the death of the person insured is peculiar in any respect, the forms of notice and proof must be adapted to the circumstances of the case.

I hereby certify that I have been acquainted with Helene Roberts, the deceased, for about two years, and know her to have been the identical person insured in the New England Mutual Life Insurance Company.

(S.,) L. D. SHOEMAKER.

IN THE
SUPREME COURT OF PENNSYLVANIA.

EASTERN DISTRICT.

NO. 61. JANUARY TERM, 1899.

GEORGE A. WELLS, ADMINISTRATOR OF HELENE
ROBERTS, DECEASED, NOW TO THE USE OF
JOHN WELLES HOLLENBACK AND
L. D. SHOEMAKER.

THE NEW ENGLAND MUTUAL LIFE INSURANCE
COMPANY OF BOSTON, MASSACHUSETTS.

PAPER BOOK OF APPELLEE.

JOHN T. LENAHAN,

2- H. W. PALMER,

Counsel for Appellee.