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Workman's Compensation--Judicial Review

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Upon the husband's death, eighty days after application, plaintiff claimed that the failure of the defendant to return the premium in a reasonable time made the defendant liable for the amount of the policy. The trial court determined the policy should have issued, that the company was estopped to deny coverage, and that the failure to return the first month's premium constituted waiver of any claim of forfeiture. *Held*, reversed. Notwithstanding the failure to return the first month's premium, no contract of insurance ever came into being where the receipt issued for the initial premium contained a declination clause and where a policy was never written by the company. No inference or presumption of acceptance was to be drawn from mere delay in passing on the application. *Maldonado v. First National Life Insurance Company*, 443 P.2d 744 (N.M. 1968).

The court found that the receipt was plain and unambiguous; even casual examination of the receipt would reveal the declination clause. This factor distinguished the present case from cases showing a contrary result in that the receipts in those cases were much more complex and detailed than the one in the *Maldonado* case, or that the policies had already been written but not yet delivered. The overwhelming weight of authority is to the effect that no inference or presumption of acceptance is to be drawn from mere delay in the passing on the application.

Workmen's Compensation—Judicial Review

Plaintiff, an unskilled laborer, incurred a back injury arising out of and in the course of his employment at defendant's plant. Plaintiff did not work for a time and during this interim he underwent surgery on his back.

Over seven years after plaintiff returned to work, defendant discharged plaintiff for being under the influence of intoxicants while at work. Plaintiff made an application for hearing and adjustment of his claim for workmen's compensation, contending there was a causal relationship between his drinking and the original injury. The hearing referee entered an award in plaintiff's favor which the workmen's compensation appeal board affirmed. Defendant appealed to the Michigan Court of Appeals contending that the appeal board finding was not supported by the record. *Held*, affirmed. Evidence supported the board's finding that a job-incurred injury

precipitated claimants drinking problem and that there was a direct casual connection between the injury, the drinking problem, and claimants subsequent discharge. *Scroggins v. Corning Glass Co.*, 159 N.W.2d 171 (Mich. 1968).

This case appears to be unique in holding that a drinking problem is a disability which can be compensated. The court based its opinion largely on the limited scope of review of a decision of the workmen's compensation appeal board. The court held that where there is evidence to support findings of the workmen's compensation appeal board, the Court of Appeals is required to affirm the board's decision.