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Dixon v. Providential Life  
Insurance Co.

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## INTRODUCTION

This is a contract action on a life insurance policy brought in the Ontario Superior Court by Mary Dixon against the Providential Life Insurance Co. Mrs. Dixon is the beneficiary of a life insurance policy issued by the company insuring her husband, John Dixon. Mrs. Dixon found her husband dead with his hunting shotgun lying beside him. The cause of death was shotgun wounds to the head.

Mrs. Dixon claims that her husband's death was an accident, and she brings suit for the proceeds of a \$250,000 life insurance policy with a double indemnity provision for accidental death.

The Providential Life Insurance Company asserts that Mr. Dixon's death was a suicide, thus limiting its liability under the terms of the policy to the premiums paid.

Assume that there are no statutory presumptions relating to cause of death or suicide/accident in Canada. There is, however, a common law presumption of a natural love of life and against a sane person taking his or her own life. Under the case law in Canada, suicide has been defined as the intentional, knowing, and conscious taking of one's own life.

### AGREED FACTS:

- Kingston has approximately 120,000 residents.
- The height of the desktop in Judge Dixon's office is 30 inches.
- The height of the doorknob in Exhibits 20 and 21 is 36 inches.
- Exhibit 10 is an accurate description and drawing of Judge Dixon's shotgun.

**Ontario Superior Court of Justice  
At Kingston**

**BETWEEN:**

MARY L. DIXON

Plaintiff

vs.

PROVIDENTIAL LIFE  
INSURANCE COMPANY

Defendant

**STATEMENT OF CLAIM**

**TO THE DEFENDANT:**

**A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU** by the plaintiff. The claim made against you is set out in the following pages.

**IF YOU WISH TO DEFEND THIS PROCEEDING**, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

**IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.**

**IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

Date:

2 March 2012

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Issued by:

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Registrar  
Superior Court of Justice  
5 Court Street  
Kingston, Ontario

TO:

Providential Life Assurance Company

### **CLAIM**

1. The plaintiff is a resident of , Kingston, Frontenac County, Ontario Canada.
2. The defendant is a corporation engaged in the business of writing life insurance contracts in the Province of Ontario.
3. On or about November 2, 2011, in consideration of a premium paid by John J. Dixon, the defendant issued a life insurance policy No. 712089 in which the defendant insured the life of John J. Dixon and agreed to pay the beneficiary named in the policy the sum of two hundred fifty thousand (\$250,000) dollars upon his death.
4. Life insurance policy No. 712089 also provided for the payment of two hundred fifty thousand (\$250,000) dollars to the beneficiary in addition to the face amount of said policy, upon the accidental death of the insured.
5. On or about November 11, 2011, the insured, John J. Dixon, died.
6. The plaintiff, Mary L. Dixon, is the widow of the insured and is named in policy No. 712089 as the beneficiary.
7. Life insurance policy No. 712089 was in full force and effect on the 11th day of November,

2011, and the plaintiff has performed all conditions precedent required by the policy.

8. The defendant refuses to pay on the policy in breach of its contractual obligations.
9. The plaintiff claims damages in the amount of \$500,000 plus pre-judgment interest and costs on a full indemnity basis.
10. The plaintiff proposes that the matter be tried in Kingston before a jury.

MADDEN & WILLIAMS

Lawyers for Plaintiff

401 Court Place

Kingston, Ontario K7K

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(613) 555-4490

Ontario Superior Court of Justice  
At Kingston

B E T W E E N:

MARY L. DIXON

Plaintiff

vs.

PROVIDENTIAL LIFE  
INSURANCE COMPANY

Defendant

STATEMENT OF DEFENCE

The Defendant:

1. Admits the allegations contained in paragraphs 1-6.
2. Denies the allegations contained in paragraphs 7, 8 .
3. Life insurance policy No. 712089 provides in relevant part:
  4. SUICIDE OF INSURED--If, within two years from the date of delivery of this policy, the Insured shall die by his own hand or act, the liability of the Company shall not exceed the amount of the premiums theretofore paid on this policy.
4. Life insurance policy No. 712089 was issued and delivered to John J. Dixon on November 2, 2011.
5. The insured, John J. Dixon, died by his own hand or act on November 11, 2011.
6. John J. Dixon obtained life insurance policy No. 712089 by fraud and deceit.
7. Providential Life Insurance Company has tendered payment of the premium paid as provided in policy No. 712089 and has performed all its obligations under the life insurance contract.

8. The defendant seeks an Order dismissing the action and for costs on a substantial indemnity basis.

DATED: March 21, 2012

BARRETT & SHAFFER  
Lawyers for Defendant  
Suite 600, La Salle Mews  
Plaza  
Kingston, Ontario K7L 2N8  
(613) 555-3000





**PROVINCE OF  
ONTARIO**

**IN THE MATTER OF**                    )  
  )  
**JOHN J. DIXON,**                    )                    **CORONER'S INQUEST**  
  )  
**Deceased.**                         )

**A REPORT OF THE PROCEEDINGS**

**of a**

**CORONER'S INQUEST**

**Over the Body of**

**JOHN J. DIXON**

**Conducted by**

**James H. Pierce  
Deputy Coroner  
Frontenac  
County**

**at**

**Kingston Court House  
Kingston, Ontario K7L 2M1**

**November 22, 2011**

## **CORONER'S INQUEST**

Dr. Edward Sharpe, Coroner of Frontenac County, ordered an inquest into the death of John Dixon. Because of Dr. Sharpe's relationship to the deceased and the fact that he performed the autopsy and was personally involved in the proceedings in this case, Deputy Coroner James Pierce presided at the inquest. Staff Sergeant Fred Webb and Dr. Edward Sharpe were called as witnesses to testify at the inquest.

### **DEPUTY CORONER:**

Ladies and gentlemen, this is an inquest into the death of JOHN J. DIXON, age fifty, who was a justice of the peace and a lawyer in Kingston. His home and office address was 5000 Ridge Road in Kingston. He died in his office on November 11, around 9:45 a.m. from gunshot wounds to the head.

We have two witnesses who will testify for you: Staff Sergeant Fred Webb and Dr. Edward S. Sharpe, who is the coroner and who did the autopsy.

Witnesses were called by the Deputy Coroner, they were duly sworn and examined by the Deputy Coroner.

## EVIDENCE OF STAFF SERGEANT WEBB<sup>1</sup>

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My name is Fred Webb. I live at 254 Maple Street, Kingston. I am the Staff Sergeant of Frontenac County. I have been in this position since 2010. Before being Staff Sergeant, I was a deputy for five and a half years. I have a degree in Administration of Justice from St. Lawrence College, a two-year program. There are currently twenty deputies in our department. As a deputy staff sergeant I was given training at the Ontario Police Academy, and also took a two-month course at Queen's University on accident investigation. I also attended a series of lectures and demonstrations for police officers and coroners conducted by the Queen's Medical School and the Ontario Provincial Police. I have taught a course titled crime scene investigation at the Ontario Police Academy the past two years.

I knew John Dixon. He was a lawyer and a justice of the peace in our county. He was a friend of mine for many years. I also know Mrs. Dixon. 16

On November 11, 2011, at about 9:45 a.m., I got a phone call from Mrs. Dixon. She told me that Judge Dixon was dead—a hunting gun accidentally discharged in his home office. That was the gist of what she said. I don't recall her exact words. She did not speak distinctly—she seemed half hysterical with shock and was crying. She asked me to come to the house. As staff sergeant, I am assigned to cover all of the county outside the city limits. The Dixon house is on Ridge Road about a quarter of a mile or so outside the city limits; it is within the staff sergeant's

jurisdiction. 24

I was at home when she called. I was off duty that day, and Judge Dixon and I had arranged to go hunting at noon. I remember that she also asked me to call Dr. Sharpe. He is their physician, and he is also the county coroner. 28

I called Dr. Sharpe and arranged to pick him up. We got to the Dixons' home at about 9:55 a.m. Judge Dixon's car, a Chevy, was parked out front. Mrs. Dixon's car, a Honda, was in the garage. We went into the house through the front door which was open. Mrs. Dixon was in the living room with a neighbor, Mrs. Fisher, who was trying to comfort her. Mrs. Dixon said, "In the office."

I had often visited the Dixon home, and I was familiar with it. Judge Dixon's study, which he used as a home office, was located near the front entrance, up a half flight of stairs. The living room, dining room, and kitchen are on the first floor, the study is a half a flight up, and the bedrooms are on the second floor. The study actually sits on top of the garage. It is about 12 by 16 and has a built-in desk on the south wall. There is a window on the north wall across from the desk, facing the street, and another window on the west wall. 41

When we got to the landing we found the door of the study open and we could see Judge Dixon's body in front of his desk. He was lying on his back, with his head pointed toward the door, and his arms stretched out. The left side of his forehead and the left eye were

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1. The transcript of Fred Webb's testimony at the coroner's inquest was excerpted so that only his answers are reprinted here. Fred Webb testified at the inquest on November 22, 2011.

1 shot away—blood over the left side of his face. It looked to me as if the wound or wound had been 2  
2 caused by a blast of a shotgun. The left front of the head was torn off. I observe some sooting in the  
3 wound area which indicates that Judge Dixon was shot at close range, less than a foot. This was consistent  
4 with the size of the wound.

5

6 When I first observed the body I noticed a screwdriver, about seven inches long, lying on the floor about  
7 eight inches from Judge Dixon's right foot.

8

9 I also noticed that tissue blown from the head had been spattered over the inside on the  
10 door, about four to five feet from the floor. It covered an area of about two or three feet. The  
11 top of his head was three to four feet from the door. 12

13 Along the left side of the body there was a shotgun. The muzzle was about half a foot  
14 below John's outstretched left arm. The butt or stock of the shotgun was towards his feet.  
15 The muzzle of the shotgun was about on a level with the chest. I mean that the shotgun was  
16 lying on the floor and was about parallel with the body, but the stock or butt of the gun was a  
17 little farther out. On examination of the jacket he was wearing, I found two, 12-gauge shotgun  
18 shells in the jacket pocket.

19

20 Later, when I picked up the shotgun from beside the body, I "broke it"—that is, I  
21 opened it up. I found a discharged shell in the chamber. The barrel was dirty; however, it was  
22 not real dirty. There were loose particles of dirt and powder in the barrel. These particles  
23 were loose and not caked on and there was no buildup of particles. This indicates that the  
24 shotgun had been fired only once or twice since it was last cleaned. No, I don't know for sure  
25 when it was last cleaned. I imagine Judge Dixon cleaned it that morning before he died. I  
26 saw cleaning materials on the desk chair. He was always cleaning and taking care of that gun;  
27 it was his favorite. He had his hunting clothes on, and we were going hunting together that  
28 day. So, he probably had cleaned the gun and gotten the gun all ready for the hunting trip, and  
29 when he set it down, it accidentally went off. 30

31 When I was in Judge Dixon's office on November 11, I took possession of the  
32 shotgun. When we left the study that morning, Dr. Sharpe went in the ambulance with Judge  
33 Dixon's body to the morgue, and I took the shotgun and the other evidence we found at the  
34 scene to the staff sergeant's office.

35

36 The shotgun that was lying next to Judge Dixon was a 12-gauge shotgun. I tested it a  
37 few hours after I left the Dixon house. There is a safety device on top of the stock of the gun  
38 just behind the device which "breaks" the gun (i.e., where you break the gun to load it).  
39 During the past five years, I used to go hunting with Judge Dixon four or five  
40 times—sometimes more—every season. He always used this gun, so I was quite familiar with  
41 it. I had often examined it on these hunting trips. I had seen him fire it. The safety device has  
42 to be pulled back before the gun can be fired. Based on my observations of his hunting and  
43 my tests, I would estimate that the trigger of the gun had about a seven pound pull. 44

45 I gave the shotgun to the officer who was on duty in the property room, and told her to  
46 mark it as evidence. I next saw the shotgun when I went to the property room this afternoon  
47 to pick it up and bring it to this inquest.

1 I don't remember whether the safety was on or off when I looked at the shotgun in  
2 Judge Dixon's office that morning. I was very upset at seeing my friend dead like that. I may  
3 have instinctively checked it, but I don't remember now. Judge Dixon had handled guns since  
4 he was a little boy, and he was always very careful with a loaded gun. All the times I hunted  
5 with him, he always kept the safety on when it was loaded, even when we were actually  
6 hunting and close to some game. When he saw some game and was ready to shoot, he would  
7 flip the safety off right before or as he was taking aim. It was one of those sliding safeties  
8 near the trigger, so he could flip it off and on quite easily. He was a master with that gun and  
9 he could flip the safety off, take aim, and fire as quickly and accurately as any hunter I know. 10

11 John was an experienced hunter. The staff sergeant's deputies have a trap shooting club, and  
12 John was an honorary member. He often took part in our contests. We all used guns provided  
13 by the club. Very often he won the prize. I considered John an expert in handling all kinds of  
14 guns. A few years ago at one of our club contests he won a bet of \$10 from me in a pistol  
15 shooting contest; he was an excellent marksman and hunter. He knew as much about guns as  
16 anybody I've ever met.

17  
18 About a week before this, John and I had agreed to go hunting that day, November 11.  
19 We agreed to meet at noon at my place. I recall asking him which gun he was taking. He said  
20 he'd bring his shotgun. This surprised me because just in September, 2011, we were hunting  
21 the woods north of town and he had gone ahead of me and I did not see him. When he was  
22 out of my sight I heard a shot. John told me when I caught up to him that his shotgun had  
23 discharged accidentally, and that this had happened to him once before with this same gun.  
24 Two weeks later we were hunting together again and John and I were walking down a trail  
25 together each carrying our guns at our sides. Suddenly John's gun discharged and he was so  
26 frightened by it he was speechless for several minutes. We checked his gun together and both  
27 saw that the safety was on. And this was the gun, the same gun, I saw lying beside his body  
28 on November 11.

29  
30 On November 11 at about 9:15 a.m., I called John to confirm our hunting plans. He  
31 said that he was looking forward to it especially because he had been fiddling with his shot  
32 gun that morning and he thought he'd found the problem that had caused it to misfire and he  
33 could fix it. He said that when he was done with the repair he was going to give the gun a  
34 good cleaning. I said that was great and I was looking forward to seeing him soon. 35

36 When I observed his body in the office, I saw a screwdriver on the floor near Judge  
37 Dixon's right foot. I assume he was using it to fix the gun. He was wearing a big brown  
38 leather jacket—the jacket wasn't completely zipped up—and brown corduroy trousers. He  
39 always wore that jacket when we went hunting together. He did not have a hat on, but I did  
40 notice his hunting cap on the desk about a foot from his head. I had often seen him wear that  
41 hat when we went hunting. There was no blood on the cap. He was wearing heavy brown  
42 shoes—the kind he wore when we went out hunting together. In other words, when I saw his  
43 body there on the floor of his office on November 11, he was dressed to go hunting with me as  
44 we had planned.

45  
46 During my observations of Judge Dixon's office on November 11, I did look around  
47 for a suicide note. I did not find any. In my experience, persons who commit suicide usually

1 leave some note of explanation. I looked around on the top of the desk. I did see some papers  
2 on it. In an ashtray on the desk I did see some ashes of burned paper. I picked up the ashtray.

3 There I saw a few fragments of charred paper. But as I picked up the ashtray the fragments  
4 crumbled. But I did see something on one of the fragments that looked like handwriting. I

5 could not tell what it was because the fragments of paper crumbled into dust or ash when I  
6 touched them.

7  
8 There was no sign of disturbance of the furniture in the office. Nothing was out of  
9 place. No chairs overturned. No sign of any disorder. No sign of struggle or fight. The door  
10 to the office had a push button lock in the doorknob, but it was open and unlocked when we  
11 arrived. There were papers strewn on the desk. I recall seeing a stock certificate for the  
12 Mexicali Oil Company and a couple of pieces of Judge Dixon's stationery. 13

14 Before I left the Dixon house that day I talked to Mrs. Dixon. She said she had gone  
15 grocery shopping and had returned home about 9:30 and called to Judge Dixon when she went  
16 into the house. When he did not answer she went to the door to the office and found it locked.  
17 Then she said she got a key in the kitchen and opened the door and went in and found her  
18 husband on the floor dead. She said she had disturbed nothing in the room except to open the  
19 blinds and replace the telephone receiver which had been off the hook. 20

21 So far as I knew, Judge Dixon was in excellent health. He was six feet tall and  
22 weighed about 200 pounds. He had a great temperament. I never saw him moody or  
23 depressed. He was popular in our county—was twice re-elected Justice of the Peace.  
24 Member of the School Board. Had a good practice as a lawyer, as I understand it. He was a  
25 very religious man—member of the Episcopal Church—he and I were ushers at St. James  
26 Episcopal Church and I never knew him to miss a Sunday service. I saw him there on the  
27 Sunday before he died.

28  
29 Prior to moving anything, I photographed the scene. I did not have the room or its  
30 contents dusted for finger prints because there was no sign of any crime having been  
31 committed. I did not attempt to determine what was stored on John's computer—there did not  
32 seem to be any reason to do that. The only evidence I seized was the shotgun. In other words,  
33 I did not treat this as a crime scene because there was no evidence to suggest that a crime had  
34 been committed.

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1 **TESTIMONY OF DR. EDWARD SHARPE<sup>2</sup>**  
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3 My name is Edward S. Sharpe, M.D. I live at 140 Oakdale Drive in Kingston, Ontario. I  
4 was elected Coroner of Frontenac County 10 years ago, and have been re-elected ever since.

5 The coroner's position is part-time in the sense that I'm permitted to carry on my private  
6 medical practice while serving as Coroner. 7

8 On November 11, 2011, at about 9:45 a.m. or so, I received a call from Staff Sergeant Fred

9 Webb stating that Mrs. Dixon had called and Judge Dixon had been accidentally shot and  
10 killed in his home office. He mentioned something about hunting and the judge's shotgun. It  
11 was my duty as coroner to investigate so I went with Webb to the Dixons' residence out on  
12 Ridge Road. When we arrived about 10:00 a.m., Mrs. Dixon told us to go into John's office. 13

14 The door to the office is on the east wall. The office has a large window in the front  
15 facing north, towards Ridge Road, and another window facing west. When we entered, the  
16 blinds on both windows were open and the overhead lights were on. There is a built-in desk  
17 and counter on the south wall.

18  
19 In front of the desk, I saw Judge Dixon's body. He was lying face up, with his head  
20 pointed toward the door. The left side of the body was about two feet from the desk, almost  
21 parallel to it. Both arms were extended straight out from the body. The desk chair was  
22 pushed against the west wall. I remember thinking that was a bit strange. There was a  
23 shotgun cleaning kit on the chair.

24  
25 I saw a shotgun, his hunting gun, lying alongside the body. The gun was about a foot  
26 from the left side of the body. The stock or butt of the gun was near the feet. The muzzle of  
27 the gun was lying on the floor parallel with the left side of the body. 28

29 It was immediately clear that Judge Dixon was dead. His left eye and part of his left  
30 forehead were torn off. I observed sooting on the skin of the left forehead in front of the left  
31 ear. It appeared that the wound and sooting were caused by the discharge of a shotgun at close  
32 range.

33  
34 There was blood and tissue blown from the head—spattered over the inside of the  
35 door, about five feet up from the floor. 36

37 Webb made his examinations and observations independently of mine. Webb  
38 examined the gun. He did discuss with me his observations and his conclusions. The gun  
39 was a shotgun, and Webb told me that he found a discharged shell in the chamber of the  
40 shotgun. I have been advised by Staff Sergeant Webb that his opinion is that the shot which caused  
41 the death of Judge Dixon was fired upwards. I concur in this opinion. I would agree with  
42 Webb's conclusion that the wounds I have told you about were received from the front. 43

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2. The transcript of Dr. Edward Sharpe's testimony at the Coroner's Inquest was excerpted so that only his answers are reprinted here. Dr. Sharpe testified at the inquest on November 22, 2011.

1 I also observed a screwdriver on the floor of the office. It was about six inches long  
2 and it was lying to Judge Dixon's right. 3

4 Judge Dixon was wearing hunting clothes—a plaid jacket, I think, and dark pants. He

5 was not wearing a hat or cap. I did note, however, a cap, and my recollection now is that it  
6 was on the desk. There was no blood on it. He also wore boots of some sort. I would say that  
7 Judge Dixon was dressed for the outdoors at the time of his death. 8

9 I had known Judge and Mrs. Dixon for some years. Judge Dixon was Justice of the  
10 Peace in our county, and I was also their family physician. So, I had an official relationship  
11 (as his family doctor), as well as a private relationship with him. He regularly came to my  
12 office every year or two for a physical examination. According to my records, I had last seen  
13 him in August, 2011. This was in my office when I gave him a complete physical  
14 examination. According to my records, which I looked over yesterday, I found him to be in  
15 excellent health. Judge Dixon was 50 years old. He was about six feet tall and weighed about  
16 200 pounds. His blood pressure was good. His labs were all normal, except for his  
17 cholesterol which was 212, a little high. He had never been a smoker. He hated even the  
18 smell of tobacco.

19  
20 Based on my close acquaintance with him over the last five years and upon  
21 observations I made when I gave him his physical examinations, I can positively state that he  
22 was never moody or depressed. I never observed any signs of despondency or depression. 23

24 Judge Dixon was a lawyer with an excellent reputation. I had consulted with him on  
25 several occasions; in fact, he handled the purchase of my present home a couple of years ago.  
26 He also advised me on my professional corporation, and from time to time he answered some  
27 income tax questions I had. I was well acquainted with him both professionally and socially.  
28 He was a member of the Board of Education of our county. 29

30 The last time I saw him before his death on November 11, 2011, was the day before.  
31 It was sometime early in the morning that day in downtown Kingston. I met him by chance in  
32 the street there. We chatted for about 5 minutes. I noticed nothing out of the ordinary about  
33 him.

34  
35 I conducted an autopsy on John Dixon's body. My findings were that he died of a shot  
36 gun wound to the head. The presence of fouling and burning (powder burns) at the entrance  
37 wound establishes that Judge Dixon was shot at close range, not more than several inches. 38

39 It is my professional opinion that Judge Dixon's death was accidental. I base this  
40 opinion on my autopsy findings, my investigation at the scene, my ten years' experience as  
41 county coroner during which I have investigated more than 100 violent deaths, and on a  
42 month-long course in forensic medical investigation of death which I took at the Northwestern  
43 University School of Medicine in 2008. That course focused on the investigation of death  
44 scenes and on the performance of autopsies to determine whether death was accidental,  
45 homicide, or suicide.

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1 The following facts are important in my opinion: 2

3 A) Judge Dixon did not leave a suicide note. The overwhelming majority of suicides  
4 leave a note or its equivalent (e.g., a recording, videotape, etc.). 5

6 B) Judge Dixon would have never killed himself the way he did and then leave it for  
7 his wife to find him.  
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9 C) Judge Dixon had never threatened or even talked about suicide. It is extremely  
10 rare for someone to commit suicide without having talked about it before. 11

12 D) Judge Dixon had no history of depression or other psychiatric disorder. 13

14 E) Nothing about the scene was inconsistent with accident. 15

16 F) Nothing about the autopsy was inconsistent with accident. 17

18 G) Judge Dixon was essentially shot through the eye. I have never seen this or even  
19 read about it in the context of an intentional, self-inflicted act. 20

21 Based on all these factors, I believe that Judge Dixon died of accidental causes. 22

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# Resume

## Edward/Edwina S. Sharpe, M.D.

### OFFICE ADDRESS

1440 Willow  
Kingston,  
Ontario

### EDUCATION

- ❖ B.A. — Western University, 1995
- ❖ M.D. — University of Toronto, 1999

### POST GRADUATE TRAINING

- ❖ Residency, Family Practice — University of Toronto, 1997-1999
- ❖ Anatomical Pathology for the Non-pathologist, 20121 (intensive three-month course focusing on the performance of autopsies) — University of Toronto, 2002
- ❖ Many CME courses in aspects of family medicine (30 hours per year)
- ❖ Forensic Medical Investigation of Death — Queen's University, 2008

### PROFESSIONAL ASSOCIATIONS

- ❖ Ontario Medical Society
- ❖ Canadian Medical Association
- ❖ National Association of County Coroners
- ❖ Canadian Forensic Pathology Association

### BOARD CERTIFIED IN FAMILY PRACTICE, 2003

### CIVIC ACTIVITIES

- ❖ Frontenac County Coroner, 2013 to date
- ❖ Board of Directors Kingston Boys and Girls Club
- ❖ Chair, Advisory Board, Kingston Youth for Christ
- ❖ Board of Directors, Zion Lutheran Church
- ❖ Board of Directors, Frontenac County Council on the Arts
- ❖ Chair, Frontenac County United Way Campaign
- ❖ Elected Kingston's Person of the Year, 2010, by Chamber of Commerce



Frontenac County  
Office of the Coroner  
Kingston, Ontario  
K7L 2N8

**AUTOPSY REPORT**

DIXON, JOHN J.

DATE AND TIME OF EXAMINATION: 12 November 2011 at 3:00 PM  
PLACE OF EXAMINATION: Frontenac County  
Morgue Kingston,  
Ontario  
AUTOPSY PERFORMED BY: Edward S. Sharpe, M.D.  
Frontenac County Coroner

**EXTERNAL EXAMINATION**

The body is that of a well developed and nourished white man whose appearance is consistent with his listed age of 50 years. The length is 72 inches and estimated weight is 200 pounds. The body is well preserved and has not been embalmed. Rigidity is fully developed in the jaw and extremities and lividity is dorsal. The body is cool to the touch.

The face and scalp are the site of the injuries to be described. The scalp is covered with medium-length gray and gray-brown hair. The external ears are normally formed and located. The right iris is brown, cornea dull, and conjunctivae unremarkable. The left eye is destroyed. The nose is intact and blood is present in the nares. The lips and tongue are intact and the teeth are natural and in good condition. Blood is present in the mouth. There is sooting in the area of the wound. Under the sooting, powder is imbedded in the skin.

The neck is symmetrical and trachea in the midline. The chest is symmetrical and normally formed. The abdomen is slightly protuberant and soft. The external genitalia are uncircumcised adult male. The back is straight and symmetrical.

The arms are symmetrical and normally formed. The nail beds are cyanotic. The fingernails are neatly trimmed and clean. On the palm and flexor aspects of the fingers of the left hand there is a small amount of diffuse, black soiling which may represent gunpowder fouling. The legs are normally formed. No edema is present.

No identifying marks or surgical scars are noted. No needle punctures or tracks are identified.

## EVIDENCE OF INJURY

### Shotgun Wound

**ENTRANCE WOUND:** A shotgun entrance wound is present over the left eye and the nasion. This is at the inferio-medial aspect of the lacerated wound to be described below and is at a point four and one-half inches below the top of the head and one inch to the left of the midline. There is a margin of dense fouling and burning which measures  $\frac{1}{4}$  inch in width over the inferior and medial aspects of the wound. An elliptical area of less dense fouling extends from the medial aspect of the left orbit to the left ear and from the zygoma to the left frontal region. Relative to the entrance wound this measures two inches in width at the 12 o'clock position, four inches at the 3 o'clock position, one and one-half inches at the 6 o'clock position, and one-half inch at the 9 o'clock position.

**PATH OF MISSILES:** The missiles passed through the orbit, destroying the eye. They then passed through the orbital roof and continued through the left frontal lobe of the brain, pulpifying it. The missiles also passed along and through the left frontal bone of the skull which is comminuted.

**EXIT WOUND:** The bulk of the missiles exited through a gaping, lacerated wound which measures 5 x 2 inches and extends from the left orbit to the left frontoparietal region, with its long axis oriented from antero-inferior to postero-superior at an angle of approximately 45 degrees. This wound is in continuity with the entrance wound.

**RECOVERY OF MISSILES:** Several lead shotgun pellets and a felt wad are recovered in the pulpified brain tissue.

**COURSE OF WOUND:** Relative to the erect body the missiles passed from front to back, from below upward, and from right to left.

The description of these injuries will not be repeated under the internal examination.

## INTERNAL EXAMINATION

**BODY CAVITIES:** There is no abnormal fluid in the cavities and the serosal surfaces are smooth and glistening. The mediastinum and retroperitoneum are unremarkable and the leaves of the diaphragm intact. The organs are anatomically disposed.

**CARDIOVASCULAR SYSTEM:** The heart has its normal shape and size and the pericardium is smooth and glistening. The coronary arteries arise and are distributed in the usual manner with right dominance and they show slight atherosclerotic plaques which do not cause significant stenosis. The endocardium is smooth and glistening and the cardiac valves unremarkable. The myocardium is reddish-brown and firm and shows no focal lesions. The aorta follows its usual course and its intima is the site of slight atherosclerotic plaquing. The origins of the major arteries and great vessels of venous return are unremarkable.

**RESPIRATORY SYSTEM:** The larynx, trachea, and bronchi contain a small amount of blood. Their mucosa is unremarkable. The lungs have their normal shape and lobation and the pleura is smooth and glistening. They retain their shape upon removal and are slightly firm and subcrepitant to palpitation. The cut surfaces are moist and exude a small amount of bloody, foamy fluid upon digital pressure. There is no enlargement or consolidation of the airspaces. The pulmonary arteries are normally disposed and patent.

**URINARY SYSTEM:** The kidneys have their normal shape and size. Their capsules strip with ease revealing smooth external surfaces. Cut surfaces show the usual corticomedullary architecture. The pelves and ureters are unremarkable. The bladder is empty. Its mucosa is intact.

**INTERNAL GENITALIA:** The prostate and testes are unremarkable.

**LYMPHORETICULAR SYSTEM:** The spleen is of usual size and its capsule is intact. Cut surfaces show the usual features. The thymus is involuted. The lymph nodes are unremarkable.

**GASTROINTESTINAL SYSTEM:** The esophagus is unremarkable. The stomach contains an estimated 50 ml. of dark brown fluid. Its mucosa is intact and continuous with an unremarkable duodenum. The small and large intestines are unremarkable. The appendix is present.

**HEPATOBIILIARY SYSTEM:** The liver has its usual size and shape. The capsule is intact and the cut surfaces show the usual lobular architecture. The gall bladder contains approximately 30 ml. of bile and its mucosa is unremarkable. The bile ducts are normally disposed.

**ENDOCRINE SYSTEM:** The pituitary, thyroid, adrenals, and pancreas are unremarkable.

**MUSCULOSKELETAL SYSTEM:** No fractures are identified. The bone marrow, where visualized, is unremarkable. The skeletal muscle has its usual color and texture.

NECK ORGANS: There is no hemorrhage in the soft tissues. The cartilaginous and bony structures are intact.

HEAD: The scalp, skull, and brain are the site of the previously described injuries. Where preserved, the leptomeninges are glistening and transparent and the gyri have their usual configuration. The vessels at the base of the brain are normally disposed and show no atherosclerosis. Except for the shotgun wound the cut surfaces show no abnormalities. Removal of the dura from the base of the skull shows only the previously described injuries.

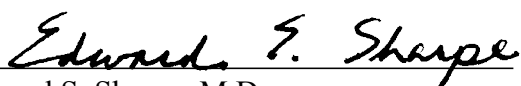
### **PATHOLOGICAL FINDINGS**

Shotgun wound to head

1. Close contact entrance wound in left eye.
2. Pulpification of left frontal lobe of brain and comminution of left orbital roof and left frontal bone.
3. Exit wound in left frontal region.
4. Missiles recovered in brain.
5. Course of wound: front to back, below upward, and right to left (see attached diagram).

### **OPINION**

The decedent was found dead in his home. Autopsy showed the cause of death to be a close contact shotgun wound of the head. Based on the nature of the wound, the findings at the scene, and the background history of the decedent, the manner of death is considered accidental.

  
Edward S. Sharpe, M.D.  
Coroner, Frontenac County



# Frontenac County

Office of the Coroner  
Kingston, Ontario  
K7L 2N8

## DEATH CERTIFICATE

No. 113

I, Edward S. Sharpe, M.D., do hereby certify the death of the individual named below.

**Name:** John J. Dixon

**Address:** 5000 Ridge Road, Frontenac County

**Time of Death:** About 9:45 a.m., November 11, 2011

**Place of Death:** At above address

**Identification by:** (1) myself personally

**(2)** Mary Dixon, widow of deceased

**Autopsy Performed:** Yes. November 12, 2011, at County Morgue

**Cause of Death:** Gunshot wounds to the head

<b>Conclusions:</b>	Death—Natural Causes	No
	Death—Accident	Yes
	Death—Result of Suicide	No
	Death—Homicide	No

Date 11/12/2011

Signature of Coroner Edward S. Sharpe

## CERTIFICATION

I, Able Ames, Clerk of the Office of the Coroner of Frontenac County, Province of Ontario, do hereby certify that I am in charge of the records of this office, and that the above Death Certificate is a correct and accurate copy of the original on file in this Office.

Date: 11-12-2011

Able Ames  
Clerk, Office of the Coroner  
Kingston, Ontario



## VERDICT

WHEREUPON all witnesses were excused.

CORONER: Members of the jury, those are the witnesses that we have in this particular death. I might remind you there are three ways that you can arrive at a verdict: by accident, by suicide, or by homicide. And, if you will retire out this door and to your right to the library and render to me as Deputy Coroner of this county a verdict, I certainly would appreciate it.

THEREUPON, the jury retired, and thereafter returned, and the following proceedings were had:

CORONER: Members of the jury, have you reached a verdict?

FOREMAN: Yes.

CORONER: And what is that verdict, Mr. Foreman?

FOREMAN: The jury verdict is death by accident. There was some evidence of suicide and homicide, but it was insufficient to form a basis for any conclusions in that regard. The jury recommends that if there is any further information or evidence uncovered on homicide that the matter be referred to the Prosecuting Lawyer's Office for further investigation.

CORONER: And the verdict is signed by all the jurors?

FOREMAN: Yes, all the jurors.

CORONER: Thank you. That concludes this Inquest.

I hereby certify that this is a true and correct transcription of the proceedings and verdict of the Inquest into the death of John J. Dixon conducted on November 22, 2011, at the Kingston Courthouse, Kingston, Ontario.

Certified by:



MATILDA SMITH  
Court Reporter



**EXAMINATION FOR DISCOVERY OF MARY L. DIXON<sup>3</sup>**  
taken 6/1/2012

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John and I were born in Frontenac County and lived there all our lives. We were married for 24 years. We didn't have any children. My husband was an lawyer, and he practiced mainly real estate law and handled small business matters and estates. For the last few years, he had an office in our home that was connected to his downtown office by computer. I guess everybody in the county knew us. He was also Justice of the Peace and was serving his third, four-year term when he died.

. The position of Justice of the Peace is a part-time position, and so he was allowed to carry on his own private law practice at the same time.

He was a member of the Bar Association and a member of the Bar Association's Committee on Ethics and also a member of the Ontario Bar Association on Justices of the Peace. He was also a member of the County Board of Education. He was very active in our church, St. James Episcopal Church. There were many other civic activities and committees, but I can't remember all the titles.

My husband was a very religious man. He never missed a Sunday service and he was very active in church functions. He had served on the lay board of trustees and advisors for many years.

On the day after my husband's funeral, I found among his papers a life insurance policy from the Providential Life Insurance Company. It was dated November 2, 2011. I am the beneficiary and it is for \$250,000 and, if accidental, doubles to \$500,000.

After I found this policy, I called the insurance company and on November 18, I think it was, a man named Robert Wilson came to my home. I gave him the policy and then he explained the difference between term and whole life insurance. I gathered from what he said that most people my husband's age usually buy term insurance as it is much less expensive than whole life. Mr. Wilson said that he had discussed this quite extensively with my husband in October, 2011, when my husband was talking to him about purchasing some insurance. Mr. Wilson said that my husband decided to purchase the five-year term insurance. Toward the end of October my husband completed an application, and the insurance policy was issued on November 2, 2011.

After we had talked about the policy, Mr. Wilson asked me to sign some papers for him which he said were statements of claim. I signed them as he requested. Then I told him that because my husband's death was accidental, I thought I was entitled to the double amount of \$500,000. He did not say anything then about this; all he said was that the company would consider the claim. He told me that I would hear from them and then he left.

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3. The transcript of Mary Dixon's Examination for Discovery was excerpted so that, in the main, only her answers are reprinted here. This Examination for Discovery was taken in the office of defendant's counsel on June 1, 2012.

1 The next thing that happened with the insurance policy was that I got a letter dated  
2 January 22 from the company. The company refused to pay the policy's full amount. Instead,  
3 Providential returned the policy with their letter and a \$1,219 check to cover the premiums  
4 paid.

5  
6 Q: When you received the policy back from Providential were there any check marks on  
7 the left hand side?

8  
9 A: Yes, there were three check marks. 10

11 Q: Were those check marks on the policy when you gave it to Mr. Wilson on November 12  
12 18?

13  
14 A: I don't know. I was so upset about John's death that I wasn't noticing little things like  
15 check marks.

16  
17 Q: Are you familiar with your husband's handwriting? 18

19 A: Yes, of course.

20  
21 Q: Do the check marks appear to be in his handwriting? 22

23 A: I don't know, they just look like anybody's check marks to me. 24

25 Q: When Providential returned the policy did they tell you anything about the claim you  
26 had filed?

27  
28 A: Yes, they said John had committed suicide and they weren't going to pay me anything  
29 except to return the premium.

30  
31 They sent a check for \$1,219 which they said was a refund of the premiums my  
32 husband paid. I haven't cashed this check as it says on the back that if I cash it I release the  
33 company from all liability. They say my husband committed suicide. That is not so. His  
34 death was accidental. So, I wrote a letter back to Mr. Wilson demanding that they pay the  
35 \$500,000 that is rightfully due under the policy, or else I would have to sue. 36

37 I didn't know that my husband had this life insurance policy from the Providential  
38 Company until I found it among his papers after the funeral. He hadn't mentioned it to me,  
39 but he was very busy with his work in September and October and he had a lot of things on  
40 his mind. Also I knew very little about his business affairs. He didn't discuss them with me. 41

42 In addition to the life insurance policy with the Providential Company, my husband  
43 also had a \$50,000 life insurance policy that he had purchased right after we were married. It  
44 was a whole life insurance policy with double indemnity for accidental death. This policy was  
45 issued by New York Life. It was an old policy that John took out shortly after we were  
46 married. I found it in John's office. The agent told me the cash value at the time of John's  
47 death was \$19,500. I got a copy of Dr. Sharpe's coroner's report and I filed a claim with the

1 company. They sent me a check for the full amount with double indemnity, \$100,000, within  
2 a month after I sent in the claim. 3

4 When I was going through his papers in John's office, I also found a life insurance  
5 policy that he must have taken out when he first became a judge. It was dated shortly after he  
6 became a judge, and the papers with it indicated that he got it through a plan the provincial courts  
7 have for the judges. I guess it was a special group plan and the premiums were deducted from  
8 his salary. The policy said that it was a term life insurance policy, and it was \$30,000 with  
9 double payment, \$60,000, for accidental death. I sent in a notice of claim to that company, in  
10 Ottawa, and they paid also. They paid the full amount, double coverage of \$60,000,  
11 within a month to six weeks after I sent in the claim. 12

13 When my husband died, I thought our house on Ridge Road was paid for. I remember  
14 about five years ago my husband said, "Well, there's the last mortgage payment," and we had  
15 a little celebration for having the mortgage paid off and now owning the house. After John's  
16 death, I discovered that, about a year before he died, he had borrowed \$50,000 from the Royal  
17 Bank of Canada, and that he used the house as collateral or security for the loan. He signed my  
18 name on all the papers. The bank called me shortly after his death. They told me not to worry  
19 about the loan, because John had obtained credit life insurance on the loan, and that would  
20 take care of everything. There was no suicide clause in this credit life insurance policy. 21

22 At the time of John's death my youngest sister, Anna Martin, was living with us. She  
23 had come in July, 2011, when she got a position as a math teacher at Mumford High School  
24 here. Before that, she had taught school in Ottawa. She got a divorce from her  
25 husband—it had been a bad marriage right from the start—and she wanted to make a new  
26 beginning. John had been counseling her about her divorce, and he suggested that she move  
27 to Kingston, and live with us.  
28

29 On the night before my husband's death, November 10, the three of us had dinner  
30 together at 6:30 p.m., as usual. My husband certainly did not act or behave like a man who  
31 was going to, or who was planning to, take his own life a few hours later. He was laughing  
32 and joking and was in good spirits and cheerful during dinner. He was certainly not  
33 despondent or down. In all our married life—we were married 24 years—I never knew him to  
34 be moody or subject to moods or depressions; he was the most cheerful man I have ever  
35 known. Our married life was a happy one. He was always kind, affectionate, and considerate.  
36 The fact that he was so willing to take in my sister is an example of his generosity. 37

38 During dinner that night I remember he discussed some problem Anna had had in her  
39 class that day; she was teaching geometry. He helped her work out the problem. 40

41 During dinner there were a couple of times when I asked him something or other, I  
42 don't recall what it was now, but he did not answer me. I had to repeat the question several  
43 times. He was sort of distracted or detached then—sort of far away, and when I repeated my  
44 question, he said, "I'm sorry. I wasn't paying attention, I guess," or something like that. He  
45 ate a big dinner.

1           After dinner, he told me that some people were coming over and that he was going to  
2 meet with them in the office. He said they had some difficult problems and it would take  
3 some time so I should not wait up for him. It was not terribly unusual for him to meet with  
4 clients at home in the evening. He worked a lot at home. Sometimes he would work there all  
5 day and not even go downtown at all. 6

7           After dinner, I went up to our bedroom on the second floor to watch TV. The  
8 bedroom is a half flight above my husband's office which is on a landing between the first and  
9 second floors of the house. Later on I heard some loud voices in the office. I could not  
10 recognize any of the voices except my husband's, but I could not make out what he was  
11 saying. There were other loud voices too—angry voices. It seemed, from the tone of the  
12 voices, that some kind of argument or violent quarrel was going on. I could not make out  
13 what was being said. I sort of dozed off. About 11:30 p.m. my husband came up, and he  
14 woke me, and he sort of joked with me about my falling asleep in front of the TV. I asked  
15 him what had been going on in his office, but he told me that it was nothing, and not to worry  
16 about it. We sat and watched the late show on TV for about 10 minutes. Then we went to  
17 bed.

18  
19           Before we went to sleep, John mentioned that he had an important meeting downtown  
20 the next morning, and that he planned to go hunting with Fred Webb in the afternoon. John  
21 was an avid hunter, and he often hunted with Fred. 22

23           My husband slept soundly that night, as far as I know. I slept soundly myself, but a  
24 couple of times I woke up during the night, and I did notice that he was sleeping soundly. The  
25 last time I woke up was around 4:00 a.m., and he was sleeping soundly then. 26

27           When I got up at around 7:00, John was already out of bed. That was not unusual; he  
28 was always an early riser. I dressed and went down to the kitchen at about 7:30. Anna was  
29 just leaving for school. She told me that John had come down about 6:15 and that she had  
30 offered to prepare his breakfast but that he had said he would just grab a quick cup of coffee  
31 and toast. I remember this because he usually ate a hearty breakfast. Anna said that he sat  
32 with her for a few minutes while he finished his coffee and toast and then he went into the  
33 office in the house. She said he told her that he had to prepare for his meeting downtown, and  
34 he did not want to be disturbed.

35  
36           Anna left for school and I ate breakfast by myself. Then, at about 8:30, I left for the  
37 supermarket. I didn't say anything to John because I thought he was busy and I didn't want to  
38 disturb him. So, the last time I saw him alive was the night before. 39

40           I got back from the supermarket about 9:30 or 9:40. I parked in the garage and I went  
41 into the house through the garage and I called out to John, but he didn't answer. I tried the  
42 door to his office and it was locked. I rapped at it but there was no answer. No sound from  
43 inside. I was frightened. I do not remember that he had ever locked the door unless he had a  
44 client and then he would always answer. Then I remembered that I had a key to the office in  
45 the kitchen. So, I ran back and got it and with it I opened the door to the office, and I went in.



1 I saw John lying on the floor there—he was lying on his back. He had both arms  
2 stretched out. He was lying in front of the desk. His head was pointed toward the door.  
3 There was blood all over his forehead—on the left side, I think—over his left eye and left  
4 side. He was wearing his hunting jacket—a big, bulky leather jacket he always wore when he  
5 went out hunting. I had given it to him as a Christmas present. And I saw his hunting gun. It  
6 was lying on the floor on his right side. The bottom of the gun was towards his feet. The  
7 barrel was about an inch or two from his head. It was all so horrible and shocking. I was  
8 stunned. I almost fainted.

9  
10 I ran and opened the blinds on the windows. I think the overhead ceiling light was on.  
11 I ran over and felt his head and it was cold. It was a horrible shock. I knew that John was  
12 dead. I had the presence of mind to go to the phone on the desk. I saw that the receiver was  
13 off the hook. I called Staff Sergeant Webb at his home. I told him John was dead, that his shotgun  
14 must have gone off accidentally. I asked Mr. Webb to come and to have Dr. Sharpe come.  
15 Dr. Sharpe is our family doctor and is also the county coroner. I could not stay in the room. I  
16 ran across to my neighbor's, Mrs. Fisher's, and she came back with me to wait for Mr. Webb  
17 and Dr. Sharpe.

18  
19 As I told you, John was dressed for his hunting trip with Mr. Webb. He had his brown  
20 hunting jacket on. He did not have a hat on, but his hunting cap was on the desk. 21

22 Mr. Webb and Dr. Sharpe came, and they went into the office. Mrs. Fisher had called  
23 Anna at school, and she came home shortly after Mr. Webb and Dr. Sharpe arrived. Dr.  
24 Sharpe said they would have to take his body to the county morgue for an autopsy and that he  
25 would call the funeral home and have them make arrangements. 26

27 When I went into the office I did not touch the gun. I didn't touch any object in the  
28 room except to pull the blinds open and to pick up the phone to call Staff Sergeant Webb. So when  
29 Dr. Sharpe and Staff Sergeant Webb got there, the office was in the same condition as when I  
30 entered, other than those two particulars. The door to John's office has a push button lock in  
31 the handle. I don't know anything about guns. All I know was that it was a shotgun that he  
32 used for hunting. My husband loved to hunt and fish, but he liked hunting the most. Every  
33 chance he got he would be off with his gun hunting. He took excellent care of his gun,  
34 cleaning and repairing it on many occasions. My sister, Anna, liked hunting, and she went  
35 with John a few times. He hunted most often with Fred Webb. 36

37 My husband once mentioned that he had had shotguns since his father gave him  
38 one—his first gun—and taught him how to use it. My husband was expertly familiar with guns.  
39 I remember once when he was going out hunting with this gun of his, and I said to him, "John,  
40 you will be careful, won't you?" and he replied, "Mary, there is nobody in this county who  
41 knows more about how to handle a gun than I do. So don't you worry about me." 42

43 I also remember that in September, 2011, he went hunting in Frontenac County one  
44 time, and I saw him take that particular shotgun with him. When he came home he stated that  
45 he had had trouble with it—that the gun had gone off accidentally, and it had given him a bad  
46 scare. He had said, "I think I'll have to buy a new gun," but I don't remember his doing so.

1 In October, 2011, John went out hunting alone one time, and when he came back he told me  
2 that he had borrowed a gun from Mr. Webb, because he didn't trust his old gun very much. 3

4 John was right-handed. He was 50 at the time of death and he was in excellent health.  
5 He had regular checkups with Dr. Sharpe--last time was in August, 2011. 6

7 I didn't find any sort of a suicide note or any message or indication for me. It is  
8 incredible that John would take his own life without a note, or a word, to me or Anna, why he  
9 did so.

10  
11 John died without a will; isn't that just like an lawyer? I was appointed personal  
12 representative of his estate. Frank Jackson is the lawyer for the estate. I went over my  
13 husband's accounts and papers and discovered that at the time of his death he had \$1,200 in  
14 our checking account and \$2,500 in our savings account. We kept most of our savings in a  
15 mutual fund. We'd had about \$120,000 in the account, but John withdrew \$100,000 from it  
16 on August 8, 2011. I didn't know about the withdrawal, and I still don't know why he did it.  
17 John also had a retirement account with about \$80,000 in it. He withdrew \$50,000 from it  
18 about the same time he made the withdrawal from the mutual fund. The house and property  
19 are valued at \$225,000.

20  
21 In going over John's papers, I found that he had bought 5,000 shares of stock in the  
22 Mexicali Oil Co. at \$20 a share. I've learned that the stock is now worthless because the  
23 company went out of business in October 2011. 24

25 When I was going over the papers in John's office after his death, I found a letter from  
26 a man named Burns with the Attorney General's Office, a copy of a letter my husband  
27 apparently had sent to Burns and another letter from Burns. He never said anything about this  
28 to me, and it never troubled him enough to talk about it. Even if what Burns said about the  
29 shortage is true, we could have raised the money easily. 30

31 I am employed as a librarian at the County Library. I work about 25 hours a week.  
32 I've had that job for about 10 years. I was scheduled to work from noon to 5:00 on the day  
33 John died.

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1 I have read the foregoing transcript of my Examination for Discovery on the date above, and  
find it is a

2 true and accurate representation of my testimony.

3

4 Signed this 17th day of June, 2012 in Kingston, Ontario. 5

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*Mary L. Dixon*  
\_\_\_\_\_  
Mary L. Dixon, 10

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13 Certified by:

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*Anne Dolan*  
\_\_\_\_\_

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ANNE DOLAN

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Certified Shorthand Reporter

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(CSR)

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**EXAMINATION FOR DISCOVERY OF ROBERT/ROBERTA L. WILSON<sup>4</sup>**  
**taken 4/20/2012**

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I have been general manager of Providential Life Insurance Company's Kingston office since 2012<sup>1</sup>. One of my duties is supervising claims. I have known Judge Dixon for about five years.

9

Around the middle of October, 2011, Judge Dixon called me and said he had been thinking about getting some additional life insurance. We set up an appointment for October 19. I outlined for him the various plans available and the realistic options available to a man of his age. I had prepared a life insurance profile for him, and we discussed the various plans and the costs. I gave him a copy of the profile. I have one in my file, and I'll send it to you. I explained to him the features of the various plans, and he ultimately decided on the five-year policy. When we were discussing the life insurance he seemed his usual self. He exhibited the typical concern of a man his age about his wife's financial security. It is customary to inquire of a client the reason for obtaining insurance. I remember Judge Dixon stating that he was getting older, and he wanted to make sure he had sufficient protection for his wife in case anything should happen to him. At that time he did not indicate anything was wrong or that he was in any trouble.

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Judge Dixon decided on the term policy, and he came in and signed the application on October 26. I immediately processed the application, and on November 2, 2011, the company issued the \$250,000 term policy with waiver of premiums and accidental death benefits to Judge Dixon. The annual premium of \$1,219 was paid on the issuing date. 26

22

Judge Dixon was found dead in his home on November 11, 2011, killed by a shotgun blast. A shotgun was found lying next to him; it was his hunting gun. 29

23

The beneficiary of the policy, his widow, Mary L. Dixon, made a claim on the policy. The claim was received on November 18 and referred to the Claims Department for investigation. Our investigation revealed suicide as cause of death, and we denied the claim under the terms of the policy. The decision to deny the accidental death claim was made on facts surrounding the death, which indicated suicide. There also were indications that Judge Dixon had serious financial difficulties and was involved in an investigation by the Ontario Attorney General's Office.

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By letter of January 22 to Mrs. Dixon, the company denied liability under the policy and refunded the premiums paid. In this letter, I stated that the company's position was that the insured committed suicide within two years from the date of issuance of the policy; therefore our only liability under the terms of the policy was to refund the premiums paid in the amount of \$1,219. With the letter, I enclosed our check for \$1,219. Mrs. Dixon sent us a letter dated January 25 stating that she refused to cash the check for the premium, and she threatened to sue us.

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4. The transcript of Robert Wilson's Examination for Discovery was excerpted so that, in the main, only his answers are reprinted here. This Examination for Discovery was taken in the office of plaintiff's counsel on April 20, 2012.

1 In its investigation, our Claims Department reviewed the Autopsy Report and the  
2 Coroner's Inquest. They also noted that Dr. Sharpe and Staff Sergeant Webb were good friends of  
3 Judge Dixon. During the investigation, they discovered that the Attorney General's Office  
4 was investigating Judge Dixon in regard to his handling of the fines and fees collected as  
5 Justice of the Peace. One of our agents met with Mr. William Burns, chief of the Audit and  
6 Investigations Division of the Attorney General's Office, and obtained copies of  
7 correspondence between Mr. Burns and Judge Dixon. 8

9 Mr. Norman Crowe is a stockbroker with offices in our building. I know him both  
10 professionally and socially. We see each other occasionally in the building, at Rotary  
11 meetings, and also we've gotten together on social occasions. He has bought and sold stocks  
12 for me. I met him in the building one day not long after Judge Dixon's death and we talked  
13 about it. Mr. Crowe mentioned that Judge Dixon had a substantial stock transaction that fell  
14 through shortly before his death, and that he was trying to raise some money. The way Mr.  
15 Crowe told it, it sounded as if Judge Dixon was in dire need of money at the time of his death. 16

17 Sometime after Judge Dixon's death, Mrs. Dixon called me at my office, and at her  
18 request, I went to her home on November 18. At that time, she turned the policy over to me  
19 and also signed proofs of death and claims. She demanded that we pay \$500,000 and asserted  
20 that her husband's death was accidental. I said we would look into the matter. 21

22 Q: Did you examine the policy when Mrs. Dixon gave it to you on November 18? 23

24 A: I can't say that I "examined" it. I might have glanced at it while I was putting it into  
25 my briefcase.

26  
27 Q: So you don't recall seeing any check marks at that time? 28

29 A: No, not at that time, but where else could they have come from if not Judge Dixon  
30 himself.

31  
32 When I got it back to my office I gave the policy to my assistant Susan Waterman. I  
33 asked her to review the policy and the claim documents that Mrs. Dixon had given me. A day  
34 or two later Susan brought the policy back to me and asked me about the check marks and  
35 whether I had put them on the policy. I told her that I absolutely had not. 36

37 We think the check marks are quite significant. It looks as if Judge Dixon carefully  
38 considered the policy's provisions and he took his own life—but faked the appearances so that  
39 it might be found to be accidental. Note that this check mark appears in the margin opposite  
40 the provisions dealing with accidental death, suicide, etc. I can't imagine that they were on the  
41 policy when we issued it.

42  
43 I last saw Judge Dixon alive in my office on November 10, 2011, at about 2:30 p.m.  
44 I had met Dixon many times in the course of business and at social affairs. We met by  
45 appointment on November 10. He asked me whether the policy had any loan value—whether  
46 he could borrow on it. He said he wanted to borrow \$50,000. He said he desperately needed  
47 this amount by noon the next day. He had the policy with him, and he handed it to me. I can

1 positively state that the marks I showed you on the margin of the policy were not on it at the  
2 time. I can only conclude that Judge Dixon put them on the policy later. 3

4 I understand Mrs. Dixon found him at about 9:30 a.m. on November 11, lying on the  
5 floor of his office. He was in front of his desk with his hunting gun lying beside him. Of  
6 course, she claims his death was an accident; the gun discharged accidentally. We just cannot  
7 see how the death of Dixon can be found accidental. If it was not accidental, there is no  
8 alternative other than the conclusion that he took his own life. 9

10 We had the information from the Corner's Inquest available to us as part of our  
11 investigation. We concluded that Staff Sergeant Webb and Dr. Sharpe, both good friends of the  
12 Dixons, understandably and regretfully jumped to their conclusion of accident without fully  
13 investigating the circumstances surrounding the death of their old friend. 14

15 On the afternoon of November 10, when he came to see me about borrowing \$50,000  
16 on the policy—he had called the day before to make the appointment—he had the policy with  
17 him. When he said he was desperate for money by the next day and wanted to borrow on the  
18 policy, I looked over the policy just to satisfy him. I was surprised that as an lawyer he would  
19 not know that term insurance has no loan value. I informed Judge Dixon that the company  
20 would not and could not loan him anything on his policy. 21

22 I think he stayed for 30 minutes. When he left he shook hands with me. He said:  
23 "Well, Bob, you were always a good friend over the years. I thank you for it." He said,  
24 "Good-bye," and left. His face was pale, haggard, and drawn. I can swear that as he left the  
25 office he sort of muttered to himself, but I heard him clearly enough: "Good God, what am I  
26 going to do now?"

27  
28 It looks as if Dixon kept up a good front to his friends over the years, but behind it he  
29 had deep problems and worries and they finally got to him. The problems were too much for  
30 him to handle and he took the suicide way out, but he was smart enough to try to make it look  
31 like an accidental death so that his widow would get \$500,000. We, of course, feel sorry for  
32 Mrs. Dixon, but we owe it to the stockholders not to pay claims like this one. The facts and  
33 physical evidence show it was a suicide. 34

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1 I have read the foregoing transcript of my Examination for Discovery on the date above, and  
find it is a

2 true and accurate representation of my testimony. 3

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5 Signed this 12th day of May, 2012 in Kingston,  
Ontario. 6

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*Robert L. Wilson*

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Robert L. Wilson, Deponent

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Certified by:

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*Paula J. Brooks*

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PAULA J. BROOKS

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Certified Shorthand Reporter

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1 **STATEMENT OF ANNA MARTIN**<sup>5</sup>

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4 My name is Anna Martin. I am the sister of Mary Dixon. I am 27 years old. I  
5 graduated from Carleton University and taught school for three years in Ottawa. 6

7 In 2011, I decided to move to Kingston because I had just gone through a painful  
8 divorce, and I felt like I needed a new start. I got a teaching job at Mumford High School.

9 John suggested that I move in with him and Mary until I could find a place of my own that I  
10 really liked.

11  
12 Although I only lived with my sister and her husband for a brief period, I found their  
13 relationship to be very close and mature. John Dixon was an extraordinary man, both as an  
14 individual and as a citizen. He was very sensitive, and pleasant, and extremely well-liked by  
15 everyone.

16  
17 John was also a deeply religious man. He belonged to the St. James Episcopal Church  
18 where he was a vestryman. Any suggestion that John Dixon took his own life would be  
19 totally out of character for him.

20  
21 On the evening of November 10, 2011, I had dinner with John and Mary. John was in  
22 high spirits, often joking with Mary and me. He also mentioned that he planned to go hunting  
23 the following day at noon with Fred Webb. 24

25 I hunted with John on occasion. One time in particular was in September, 2011. I  
26 remember that time because we had trouble with the shotgun. At one point I took aim with  
27 the gun and attempted to fire it, but the gun would not discharge. I remember John saying he  
28 had had trouble with his shotgun before. 29

30 After dinner on the evening of November 10, 2011, I went to my room to prepare for  
31 school the next day. John said he had some important business to attend to, and he went into  
32 his office. It was about 10:30 that night when I went to the kitchen to get a snack and,  
33 noticing that John was still working in his office, I stopped to ask him if he wanted a snack. I  
34 knocked on the door and he said to come in, but the door was locked. When John opened the  
35 door he said he had forgotten that the door was locked. He didn't want anything to eat. I  
36 didn't see or hear anything unusual that night, except that John's shotgun was on his desk.  
37 Then I remembered that he and Fred Webb were going hunting the next day, so I didn't give it  
38 any further thought.

39  
40 I had breakfast with John at 6:30 the next morning and then I left for school. John  
41 seemed fine. I was called to the principal's office, where I was informed of the accident. I am  
42 sure it was an accident. John was a good and kind man and it is absurd to suggest that he  
43 committed suicide.

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5. This statement was given to John Madden, an investigator for the plaintiff, at the Dixon home on March 18, 2012.

I have read the above and it is my statement.

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Signed: Anna Martin Date: 3/18/2012  
Anna Martin

Witness: John Madden Date: 3/18/2012  
John Madden

## STATEMENT OF NORMAN/NORMA F. CROWE<sup>6</sup>

My name is Norman F. Crowe. I live at 403 Birch Street, Kingston. I am a stockbroker with Pine Weaver Investments whose offices are in the La Salle Mews Plaza in Kingston.

I understand that Judge Dixon's widow is suing the Providential Life Insurance Company on a life insurance policy. She is claiming her husband's death was an accident, and that under the double indemnity policy, the company should pay her \$500,000 as beneficiary. I've heard the company is claiming it was suicide.

I knew Judge Dixon. He was a client of mine. But I never met his wife. I also know Robert Wilson at Providential Life, which is located in this building. I am his personal stockbroker. I see him socially, at Rotary functions, and also professionally. I have been working on getting some of his company's institutional business for some time now.

I was born in Kingston and went to school here. So I knew Judge Dixon since childhood. He was a lawyer, a justice of the peace, and a member of our school board. In all this time he enjoyed the reputation in our community as being a man of honesty and integrity. Everybody spoke of him as a good man: kind, generous, and charitable.

I knew him well. I had business dealings with him for a number of years. He advised me on my income tax returns. He also bought and sold his mutual fund shares through me.

My last transaction with him was in August, 2011. According to my records, on August 8, 2011, he bought 5,000 shares of the common stock of Mexicali Oil Co. at \$20 a share. I recommended against the purchase of this stock because I thought it was too speculative. I didn't think it was a safe stock for Judge Dixon to buy. I told him so.

We spoke about this prior to August 8, 2011. He told me, as I recall, that he had heard about this stock somewhere and wanted to buy it. I recall he said: "I'm in a pretty bad financial squeeze just now, and I'd like to make some money fast." He said, "I think that stock is going up. I can make a quick killing on it, and I need the money. I need the money fast." I tried to talk him out of buying this stock. I tried to interest him in a more conservative, safe investment, but he would not take my advice. Unfortunately, I turned out to be right. The Mexicali Oil Company went bust in late October, 2011, and the stock became worthless. But on August 8, 2011, when he bought the stock through me he said, "This just about cleans me out for the time being. I hope this Mexacali stock is a big winner, because I need some money fast." When I got the stock certificates a few days later, I sent them to John.

I was fully aware of the incentive commission plan offered by Mexacali Oil Company at the time Judge Dixon came to me on August 2<sup>nd</sup>. Exhibit 15(a) is the memo I got from Tom Gross at national informing me of this plan. My usual commission on a trade of this size

6. This statement was given to Paul Lauer, an investigator for the defense lawyers, in Mr. Crowe's office in the La Salle Mews Plaza, Kingston, on April 16, 2012.

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1 I would be 1 percent. I did not tell, nor did I see any reason to tell Judge Dixon of this plan,  
2 since it was my advice to him to stay away from Mexacali Oil. 3

4 My last contact with him was on the morning of November 11, 2011. He called my  
5 office around 9:00 a.m. I was shocked at the sound of his voice. He sounded frightened and  
6 shaky. The tone of his voice alarmed me. I knew something was wrong. In all my previous  
7 dealings with him, I never knew him to be moody or depressed. I often met him socially and  
8 in church affairs, since he and I were members of St. James Episcopal Church. 9

10 He sounded like a different man during that phone call. His voice sounded frightened  
11 and shaky. It was so bad that I said: "What's the matter, John? Is there anything wrong with  
12 you?" He sounded as if he were in terrible fear that something was going to happen to him  
13 right then. The substance of our conversation was that he asked me if I could loan him some  
14 money. I said, "How much, John?" He said, "I have to have \$50,000 by noon. You know I  
15 got cleaned out on that Mexicali Oil deal." I was sorry for him. But I couldn't raise \$50,000  
16 for him myself by noon. I told him that I just didn't have it. He said: "Norman, I'm  
17 desperate. I don't know what to do. I can't tell you what I need the money for. But I am  
18 desperate." He repeated the word "desperate" several times. I asked him why he did not go to  
19 the First Trust Co. He said he had already had his house mortgaged "up to the hilt" and that  
20 the bank would not give him any more. 21

22 I asked him if he had an insurance policy he could borrow on. He said he had one with  
23 the Providential Life Insurance Company but that they had "turned him down" when he tried  
24 to borrow on the policy. He said he had only taken out the policy on November 2, 2011—it  
25 was "too soon" to try to borrow on it. I remember he gave a sort of dull laugh and said, "I'm  
26 worth more dead than alive on that policy." 27

28 We only talked about three or four minutes. Finally, just before he hung up he said,  
29 "Well, Norman, thanks. I'll have to see what I can do somewhere else. You have been a good  
30 friend all my life."  
31

32 I forgot to tell you before that during our conversation on November 11, the judge  
33 said, "If it had not been for that Mexicali company going broke, I would not be in this  
34 desperate fix today." He did not explain what the fix was. 35

36 Because of his status in the community, Judge Dixon's death was talked about for  
37 quite some time after his death. I remember discussing it with Robert Wilson about a month  
38 afterwards, although I'm not sure if it was at one of our regular Rotary meetings or by just  
39 running into him in our building. I didn't realize Robert was Judge Dixon's insurance agent,  
40 but when I told him about my last conversation with Judge Dixon, he became quite interested  
41 in what I had to say. Exhibit 15(b) is a copy of an e-mail I received from Robert Wilson right  
42 after this conversation.  
43

44 In regard to whether he was the kind of man I thought would take his own life, I can't  
45 give you a definite answer. I can only say that no matter how a man appears to others, no one  
46 can say with certainty that behind all the outward appearances there may not be something  
47 which will, in a moment of despair or depression, induce him to commit suicide.

1           So I can't say Judge Dixon was or wasn't the kind of man who would take his own  
2 life. If you asked me the question based solely on what I knew of him before the strange  
3 phone conversation of November 11, I would suppose I'd have to say he wasn't the kind of  
4 man you'd expect to commit suicide. I understand I'm the last one who talked to him before  
5 he died that day. I realize how nervous, depressed, and desperate he sounded to me, and I  
6 recall that he said he was in desperate need for money. So maybe he did kill himself. 7

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12           I have read the above, and it is my statement. 13

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16 Signed: Norman F. Crowe           Date: 4/16/2012  
17           Norman F. Crowe

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21 Witness: Paul Lauer           Date: 4/16/2012  
22           Paul Lauer

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## STATEMENT OF WILLIAM J. BURNS<sup>7</sup>

4 My name is William J. Burns. I live at 105 First Avenue, Ottawa, Ontario. I am  
5 chief of the Audit and Investigations Division of the Office of the Attorney General of East Ontario. I  
6 have been employed for the past five years with the Attorney General's Office, and I am also a  
7 certified public accountant. 8

9 I've heard that Mrs. Dixon is suing the Providential Life Insurance Company on a life  
10 insurance policy. As I understand it she claims her husband's death was an accident and the  
11 insurance company says it was a suicide. Apparently there is quite a bit of money involved, 12  
about \$500,000.

14 I don't have any direct interest in the outcome of that suit. I feel it's my duty to  
15 provide any information that is relevant to the lawsuit. 16

17 In August, 2011, I was ordered by the Attorney General of Ontario, Elizabeth Walters, to  
18 conduct an investigation of the files of the Provincial Treasurer. I was to determine whether the  
19 justices of the peace of Ontario were up-to-date in submitting the reports and remittances of fines  
20 and fees collected in accordance with statutes of the Province of Ontario, Justices of the Peace Act,  
21 102. A justice of the peace draws a salary of \$50,000 per year. 22

23 Judge John J. Dixon's name arose during the August, 2011, investigation because he  
24 had failed to file any reports or make any remittances for the year 2010 and the first half of  
25 2011. Judge Dixon's last remittance had been in 2009 in the amount of \$32,402.75. My  
26 review of his remittances for earlier accounting periods revealed total fines slightly less than  
27 this amount. We conservatively estimated that Dixon's delinquency was approximately 28  
\$90,000.

30 Following the specific instructions from the Attorney General's Office on how to  
31 proceed in the finding of any delinquency, I sent a letter to Judge Dixon on September 17,  
32 2011, notifying him of our findings. In the letter I charged Judge Dixon with failure to  
33 comply with 102, remittance of fines and fees, of the Justices of the Peace Act, and that he  
34 should give the matter his immediate attention. 35

36 Judge Dixon replied in a letter dated September 25, 2011, that he had failed to comply  
37 with 102 of the act and that it was an oversight for which he apologized and promised to make  
38 quick amends. Judge Dixon did state that he would need a little time. That surprised me  
39 since most judges keep track of the fines and fees they impose and collect usually by  
40 computer. We provide computer programs for all justices of the peace to keep track of their  
41 fines and fees. We have not been able to locate that program on Judge Dixon's computer. The  
42 monies are required by law to be kept in separate trust accounts. 43

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7. This statement was given to Paul Lauer, an investigator for the defense lawyers, in Mr. Burns's office in  
Ottawa, Ontario, on April 30, 2012.

1 Although the Attorney General and I agreed during a discussion of the matter that this  
2 appeared to be more than an oversight, we decided to allow Judge Dixon a short period of  
3 time to clear his delinquency. When I had not heard from Judge Dixon a month later, I sent  
4 another letter reminding him of his promise and the civil and criminal penalties which could  
5 be incurred. This letter was dated October 23, 2011. 6

7 Subsequent to my letter of October 23, 2011, I called Judge Dixon and told him I  
8 would be in Kingston on November 15, 2011. Either he would meet me at the County  
9 Clerk's Office at 12 noon with his records and remittances, or he would be reported to the  
10 Attorney General. Dixon pleaded desperately for more time, but I insisted on the meeting, and  
11 he finally agreed to meet me at the Trustee's Office. 12

13 On November 15, 2011, I arrived at the County Clerk's Office shortly before noon  
14 and waited for Dixon for over an hour. I remember thinking to myself that I really didn't  
15 expect Dixon to show up because I suspected he had used the money for his personal use. 16

17 It was not until around 1:30 p.m., when I asked a clerk if she had seen Judge Dixon,  
18 that I found out that Judge Dixon had died in his office of gunshot wounds on November 11.  
19 I had been out of the province and I didn't know what had happened. The clerk said that a  
20 discharged gun was found alongside Dixon's body, and an investigation was under way to  
21 determine if the death was accidental or suicide. 22

23 I did not know Judge Dixon personally. 24

25 I have read the above, and it is my statement. 26

27  
28  
29  
30 Signed: William J. Burns Date: 4/30/2012  
31 William J. Burns  
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35 Witness: Paul Lauer Date: 4/30/2012  
36 Paul Lauer  
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**Allister E. Upchurch, MD**  
**6666 Rotunda Dr.**  
**Toronto, Ontario**

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**Practice Limited to Psychiatry**

September 13, 2012

Thomas Terwilligen  
Barrett & Shaffer La  
Salle Mews Plaza  
Kingston, Ontario  
K7L 2N8

Re: Dixon v. Providential Life Insurance

Dear Mr. Terwilligen:

At your request I have reviewed material you forwarded and have arrived at a conclusion regarding the death of Judge John Dixon. In particular, I have reviewed the following:

1. Inquest proceedings including statements of Staff Sergeant Webb and Dr. Sharpe and autopsy report
2. Photos and diagrams of the death scene including the shotgun
3. Examination for Discovery of Mary Dixon
4. Examination for Discovery of Robert Wilson
5. Statement of Anna Martin
6. Statement of Norman Crowe
7. Statement of William Burns
8. Correspondence between Mr. Burns and Judge Dixon
9. The Providential policy.

Based upon my review of these materials, and upon my training and experience in psychiatry, it is my opinion that Judge Dixon committed suicide on November 11, 2011. I base my opinion upon the physical evidence that demonstrates that Judge Dixon could easily have pushed the shotgun's trigger with his screwdriver while aiming the gun at his head. The likelihood that an experienced hunter might accidentally discharge a shotgun while aiming it into his left eye is quite remote. I myself am a hunter, and I cannot imagine any shotgun maintenance maneuver that would require positioning a shotgun in that manner.

I also base my opinion of suicide on Judge Dixon's rather well defined personality, and the legal problems he was facing in the fall of 2011. Everyone agrees that Judge Dixon was a model of probity. He was one of the community's leading citizens. Obviously, his reputation was very important to him. He was facing exposure as a possible criminal, and this must have weighed heavily on him. By all accounts it manifested itself in uncharacteristic behavior including moodiness, desperation, and secretiveness.

We know that Judge Dixon had a desperate need for money because of what he owed the Province. He apparently had a need for money for other matters, but we do not know what those matters were. Since he did not make them public, we can assume that he was concerned that they would damage his valued reputation. One thinks about the possibility of gambling debts, blackmail and/or extramarital affairs.

When faced with the specter of public humiliation, Judge Dixon did not have the psychic reserve to cope with the situation. He could not share his fears and concerns with those closest to him—his family and friends. He kept it all to himself, and of course that only made things worse. He obviously saw suicide as his only way out.

The fact that Judge Dixon shot himself when no one was home is also evidence of suicide. It is quite common for suicides to wait for a window of opportunity to take their lives. This eliminates the possibility of a last minute rescue.

The fact that Judge Dixon left no note is also typical of suicide in a case like this. Judge Dixon killed himself because he was ashamed of what he had made of his life. He certainly was not going to memorialize the circumstances by explaining them in a note. Indeed, he may well have intended to make his death look like an accident. That possibility is supported by his having told so many people about his shotgun problems, and the fact that he told a number of people that he intended to go hunting that day.

The facts that Judge Dixon seemed to be in a good mood at dinner the night before, and that he slept well, are also consistent with suicide. We frequently see cases where, once someone decides to kill himself, he takes on an air of calm acceptance. It is evidence that a very troubled person has finally found a solution to his problems.

I see nothing in this case that points in any direction other than suicide. Certainly Staff Sergeant Webb and Dr. Sharpe are well meaning in reaching their opinion, but they are ill informed about suicide, and obviously influenced by their long friendship with Judge Dixon. No one likes to admit that he did not recognize that a close friend was terribly troubled. It is much easier, and psychiatrically healthy, to believe that the friend died by accident. The same holds true for Mrs. Dixon and her sister.

I will be pleased to testify for you in this case. My charges for review of materials and consultation are \$350 per hour, and for testimony, \$450 per hour.

Very truly yours,



Allister E. Upchurch, MD

ALLISTER E. UPCHURCH, M.D.  
Curriculum Vitae

**BORN:** April 16, 1963

**DEGREES:** B.A., Western University, London Ontario, 1985  
M.D., University of Toronto Medical School, 1989

**POSTGRADUATE TRAINING:** Medical Internship: St. Michael's Hospital  
Psychiatric Residency: St. Michael's Hospital

**ACADEMIC APPOINTMENTS:** Clinical Associate Professor of Psychiatry:  
University of Toronto Medical School

**HOSPITAL PRIVILEGES (In Psychiatry):** Westchester General Hospital  
Bellview Hospital

**LICENSES:** Ontario

**CERTIFICATION:** Certified in Psychiatry by Canadian Board of Neurology and  
Psychiatry, 1995

**PROFESSIONAL MEMBERSHIP:** Ontario Medical Society  
Canadian Medical Association  
Frontenac Medical Society  
Canadian Psychiatric Association  
Ontario Psychiatric Association  
Canadian Association of Forensic Psychiatrists

**PRACTICE:** General inpatient and outpatient psychiatry with special  
interest in forensic psychiatry.

**PUBLICATIONS:** The Role of Junk Food in the Depressive Cascade (1993)  
Is Rudeness Contagious? (1998)  
Grief Counseling After the Death of an Abusive Spouse (2001)  
The Therapeutic Role of Whining (2005)  
Olfactory Hallucination as a Sign of Psychiatric Illness (2008)  
Psychotherapy by E-mail: Has Its Time Come? (2011)

## Exhibits

Exhibit 1.	Life Insurance Profile for John Dixon
Exhibit 2.	Application for Insurance
Exhibit 3.	Life Insurance Policy
Exhibit 4.	Letter from Providential Life Insurance Company to Mrs. Dixon
Exhibit 5.	Insurance Check
Exhibit 6.	Letter from Mrs. Dixon to Providential Life Insurance Company
Exhibit 7.	Letter from William Burns to Judge Dixon
Exhibit 8.	Letter from Judge Dixon to William Burns
Exhibit 9.	Letter from William Burns to Judge Dixon
Exhibit 10.	Diagram of Shotgun
Exhibit 11.	Diagram of Skull Prepared by Dr. Sharpe
Exhibit 12.	Diagram of Dixon House
Exhibit 13.	Diagram of Dixon Study
Exhibit 14.	Memorandum
Exhibit 15.	Memo by Pine Weaver Investments
Exhibit 16.	Photograph of Judge Dixon Taken the Summer Before His Death Life Insurance Profile for John Dixon
Exhibits 17-25.	Photographs Taken by Fred Webb at the Death Scene
Exhibits 26-29.	Photographs Taken by Fred Webb After the Investigation at the Death Scene

# PROVIDENTIAL LIFE INSURANCE COMPANY

La Salle Mews Plaza  
Kingston, Ontario K7L 2N8

Date: October 19, 2011

Prepared by Robert L. Wilson

## LIFE INSURANCE PROFILE FOR JUDGE JOHN J. DIXON

Disability Waiver of Premiums  
Accidental Death Benefits  
\$100,000                      \$250,000

---

### 1. 50 years of age\* non-smoker

(a) Yearly Renewable Term .....	619.00	1,219.00
(b) Five (5) Year Term .....	865.60	1,511.00
(c) Whole Life .....	3,000.50	4,991.00

### 2. 55 years of age\* non-smoker

(a) Yearly Renewable Term .....	993.50	1,867.00
(b) Five (5) Year Term .....	1,515.00	2,510.00
(c) Whole Life .....	2,973.00	5,436.00

### 3. 60 years of age\* non-smoker

(a) Yearly Renewable Term .....	1,808.00	2,806.50
(b) Five (5) Year Term .....	2,174.50	3,549.00
(c) Whole Life .....	3,949.00	6,888.00

Both the yearly renewable term and five-year term are renewable policies, and they are also convertible to Whole Life Insurance on the anniversary date each year. Thus, for the yearly renewable term policy, the insured can renew it each and every year by paying the premium; he need not have a physical examination or do anything else. The same is true for the five-year term policy on the anniversary of the five-year period. The difference between the two term policies is that for the yearly renewable term policy the premium goes up every year, and for the five-year policy the premium remains level for the five-year period.

*\*Please Note:* This age rate is applicable only until the six (6) month anniversary of last birthday--November 12, 2011. After that date the rate for 51 years of age will be applicable.

## EXHIBIT 1

APPLICATION FOR LIFE INSURANCE

Name: John J. Dixon

Address: 5000 Ridge Road, Frontenac County, Kingston, Ontario

Occupation: Lawyer, Justice of the Peace

If less than ten years, please state any other occupations, and the dates thereof, for the ten-year period immediately prior to this application. \_\_\_\_\_

If you are presently insured by this or any other company, please list the policies, stating the name of the company, the amount of the insurance, and the date of each policy: \_\_\_\_\_

1. New York Life & Casualty, Co., \$50,000 double indemnity, 20115
2. Globe Insurance Co., \$30,000 double indemnity, 20121

Has any coverage ever declined to grant you insurance? (If answer is Yes, state the reasons for the denial of coverage.)

No

Date and Place of Birth: Frontenac County, Kingston, May 12, 20082

Age at Nearest Birthday: 50

Amount of Insurance Applied For: \$250,000 & \$250,000 accidental death

Beneficiary of Policy S (To whom the proceeds of the insurance policy should be paid on the death of the applicant): Mary L. Dixon

Relationship of Beneficiary to Applicant: Wife

I, John J. Dixon, the applicant herein, hereby represent that the answers and statements made above are true and complete, and agree that they become a part of the contract of insurance if a policy is issued by the Providential Life Insurance Company.

Signature John Dixon Date 10-26-2011

Declaration of Applicant John J. Dixon Made to Calvin R. Martin, M.D.  
 Medical Examiner for the Providential Life Insurance Company, in continuation of and forming a part of the application  
 for insurance

# PROVIDENTIAL LIFE INSURANCE COMPANY

1. What quantity of malt liquors do you drink daily, if any? Occasional  
 Wine? Occasional Spirits? Occasional If not daily, what average? Occasional
2. Have you ever been advised to seek another climate for reasons of health? If so, state details.  
No
3. Have you had a serious illness in the last five years? If so, state details.  
No
4. Have you ever had a surgical operation? If so, state details.  
No
5. Have you ever had albumin, sugar, or blood in urine, or had abnormal blood pressure? If so, state details.  
No
6. Has your weight changed in the last five years? If so, state details.  
No
7. Have you ever used Insulin? No
8. Have you consulted, or been attended to by, a physician in the last three years? If so, state details.  
Only for minor illnesses - flu, colds, etc. Annual physical
9. Have you ever had any of the following: (Underscore here and give details in space at the end of the declaration):  
 Asthma, Dizziness, Epilepsy, Insanity, Loss of Consciousness, Paralysis, Neuralgia, Frequent or Severe Headaches,  
 Dyspepsia, Gastric or Duodenal Ulcers, Gallstones, Colic, Appendicitis, Chronic Diarrhea, Diseases of Anus or Rectum,  
 Fistula, Rheumatism, Gout, Rupture, Cancer, Tumor, Disease of Kidneys, Bladder, Prostate, Palpitation of Heart,  
 Shortness of Breath, Pain in Chest, Heart Disease, Goiter, Ulcer on any part of body, Stricture, Syphilis, Gonorrhea,  
 AIDS?  
No
10. Do you now live with, or have you lived with or been in close association with, during the past year, any  
 person who has been seriously ill? No
11. Has any member of your family committed suicide or attempted to commit suicide? If so, state full details.  
Yes, Mother's brother committed suicide while serving in the Armed

Forces during WWI

12. Please complete the following family record:

	Age, if living	Age at Death	Date	Cause
Father		84	12/1/1999	Age/heart
Mother		84	12/10/2000	Age/heart
Brothers	56			
Sisters	48			

I, John J. Dixon, an applicant for a life insurance policy from the Providential Life Insurance Company, hereby represent that the above answers and statements made in this Declaration to the Examining Physician for the Company, are true and that such answers and statements become part of the contract of insurance if a policy is issued by the Providential Life Insurance Company.

Calvin R. Martin  
 Examining Physician for the Company

John Dixon  
 Signature of Applicant

October 26, 2011  
 Date

10-26-2011  
 Date

LIFE INSURANCE POLICY

POLICY NO. 712089

THE PROVIDENTIAL LIFE INSURANCE COMPANY, hereinafter referred to as THE COMPANY, IN CONSIDERATION of the Application for this Policy, said Application being hereby made a part of this Contract, and a copy of same being attached hereto, and in further consideration of the payment of premiums hereinafter stated, hereby insured the life of

JOHN J. DIXON,

hereinafter referred to as THE INSURED.

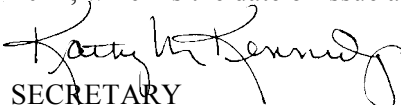
- ✓ 1. FACE AMOUNT OF POLICY \$250,000, payable at THE COMPANY'S Home Office, La Salle Mews Plaza, Kingston, Ontario, upon legal surrender of this Policy at said Office, and upon due proof of death of THE INSURED, to

MARY L. DIXON,

beneficiary and wife of THE INSURED, or if said beneficiary is not living at the date of death of her husband, said INSURED, to the Executor or Administrator of THE INSURED.

- ✓ 2. BENEFIT IN EVENT OF DEATH BY ACCIDENT \$250,000, payable at Home Office of THE COMPANY, said benefit being in addition to the FACE AMOUNT herein, subject to the provisions hereinafter set forth.
3. ANNUAL PREMIUM \$1,219, payable to THE COMPANY on delivery of the Policy, and a like amount is due on the 1st day of November one year thereafter and in each succeeding year. Said premium includes an extra annual premium of \$100 for the Benefit payable in Event of Death by Accident.
- ✓ 4. SUICIDE OF INSURED If, within two years from the date of delivery of this Policy, THE INSURED shall die by his own hand or act, the liability of THE COMPANY shall not exceed the amount of the premiums theretofore paid on this Policy.
5. INCONTESTABILITY This Policy shall be incontestable after two years from the date of delivery hereof except for non-payment of premiums.
6. STATEMENTS IN APPLICATION All Statements made by THE INSURED in applying for this Policy and all statements made by him in the course of medical examination by THE COMPANY'S physicians or medical examiners upon application for this Policy shall be deemed representations and not warranties.
7. BENEFIT IN EVENT OF ACCIDENTAL DEATH is payable upon due proof by the beneficiary that the death of THE INSURED occurred as a result, directly or indirectly and independent of all other causes, of bodily injuries effected solely through external, violent and accidental means, of which, except in the case of drowning or of internal injuries revealed by an autopsy, there is a visible contusion or wound on the exterior of the body, and that such death occurred within 90 days of the accident and during the continuance of this Policy while there was no default in payment of any premiums.
8. THE INSURED reserves the right to change the beneficiary herein upon due notice to THE COMPANY.

IN WITNESS WHEREOF, THE PROVIDENTIAL LIFE INSURANCE COMPANY has caused this Policy to be executed and duly attested at its Home Office in Kingston, Ontario, on the 2nd day of November, 2011, which is the date of issue and delivery of this Policy to THE INSURED.

  
SECRETARY  
Issuing Age: 50

  
PRESIDENT

EXHIBIT 3



# **PROVIDENTIAL LIFE INSURANCE COMPANY**

**Kingston Bank Building**

**Kingston, ON**

January 22, 2012

Mrs. Mary Dixon  
5000 Ridge Road  
Kingston, Ontario  
K7K 1T2

Re: John J. Dixon  
Policy No. 712089

Dear Madam:

We acknowledge receipt of your claim for accidental death benefits on the above-numbered Life Insurance Policy, a copy of the death certificate for John J. Dixon, and the above-numbered Policy issued to John J. Dixon.

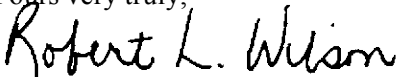
We have carefully considered your claim for accidental death benefits of \$500,000 under Paragraph 2 of the Policy. The Company regrets to inform you that it must deny any liability to you under the terms of the Policy other than to remit the amount of premiums paid by the insured, John J. Dixon, in the sum of \$1,219. A check in that amount is enclosed.

The Company acknowledges that said Policy was issued to your late husband, John J. Dixon, and that you are the beneficiary under said Policy. The Company also acknowledges that the insured, John J. Dixon, died at his residence on November 11, 2011, as the result of a wound or wounds sustained in the discharge of his shotgun. We regret to advise you that the Company is compelled to take the position that the death of the insured was not accidental as you claim, but, as the evidence available to the Company indicates, the insured took his own life. Accordingly, since this unfortunate event occurred within two years from the date of the issuance of the Policy, the only liability of the Company under the terms of the Policy is the return of the premiums paid.

The Policy issued by us and duly presented to us by you is returned to you herewith.

The Company regrets the circumstances of the claim and extends to you deepest sympathies. We trust that you will understand the position we are forced to take with regard to it.

Yours very truly,



Robert L. Wilson  
General Manager

RLW:am

Enc.

**EXHIBIT 4**

**PROVIDENTIAL LIFE INSURANCE COMPANY**

**1093**

La Salle Mews Plaza  
Kingston, Ontario K7L 2N8

January 18 2012 71-7424/2712

PAY TO THE

ORDER OF Mary L. Dixon \$ 1,219.00

One thousand, two hundred and nineteen 00/00 DOLLARS

**ROYAL BANK OF CANADA**  
Kingston, Ontario K7L 2N8

*Robert L. Wilson*

Robert L. Wilson, General Manager

:271274241:

26••838 3• 1093

**EXHIBIT 5**



5000 Ridge Road  
Frontenac County  
Kingston, Ontario K7K 1T2

January 25, 2012

Mr. Robert L. Wilson  
General Manager  
Providential Life Insurance Co.  
La Salle Mews Plaza  
Kingston, Ontario K7L 2N8

Dear Sir:

I received your letter of January 22 and your check for \$1,219. My husband's death was accidental, not a suicide, and I can prove this. But I cannot understand why, even if you don't think it was an accident, and, since you admit my husband is dead, you refuse to pay me the face value of the policy (\$250,000). If you don't honor your policy, I'll have to see a lawyer and sue your company. Meanwhile, I'm not going to cash the check you sent.

Yours very truly,

A handwritten signature in cursive script that reads "Mary L. Dixon".

Mary L. Dixon



**PROVINCE OF  
ONTARIO**

Office of the Attorney General  
Ottawa, Ontario K2B 1T3

Audit & Investigations Division  
400 Capitol Building

September 17, 2011

John J. Dixon  
Justice of the Peace  
5000 Ridge Road  
Kingston, Ontario  
K7K 1T2

Dear Judge Dixon:

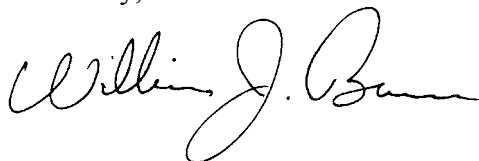
On orders from the Attorney General, I am checking the reports and returns of fines and fees required to be made by all justices of the peace. I am sure you are familiar with the requirements of Section 102 of the *Justices of the Peace Act*.

I find that you have failed to comply with the provisions of the above Section 102 of the Act for the Year 2010 and the first half of 2011. You have failed to file a report or to remit the fines and fees collected by you in your office as Justice of the Peace for that period. The records in the Provincial Treasurer's Office show that your last report and remittance was for the year 2009 in the sum of \$32,402.75. Since then you have been delinquent. You have apparently ignored or overlooked your obligations under the Act.

It is hardly necessary for me to remind you of the serious consequences of your delinquency.

I must insist that you give this matter your attention without further delay.

Sincerely,



William J. Burns  
Auditor & Investigator

WJB:alr





**John J. Dixon**  
**Justice of the Peace**

5000 Ridge Road  
Frontenac County  
Kingston, Ontario  
K7K 1T2  
(613) 555-3632

September 25, 2011

Mr. William J. Burns  
Office of the Attorney General  
400 Capitol Building  
Ottawa, Ontario K2B 1T3

Dear Mr. Burns:

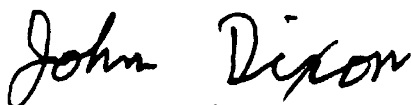
I have received your letter of September 17.

I have had some difficulties in filing the reports for the fines and fees collected in my office as Justice of the Peace.

I can only say that I have overlooked this matter and I am sorry about all this.

I will give this matter my immediate attention and will do my best to close the matter very shortly by sending in the reports and the requisite amount. But, I will need a little time.

Yours truly,



John J. Dixon



**PROVINCE OF  
ONTARIO**

Office of the Attorney General  
Ottawa, Ontario K2B 1T3

Audit & Investigations Division  
400 Capitol Building

October 23, 2011

John J. Dixon  
Justice of the Peace  
5000 Ridge Road  
Kingston, Ontario K7K 1T2

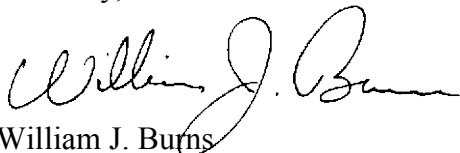
Dear Judge Dixon:

Please refer to my letter of September 17, 2011, and your reply of September 25.

In your letter you promised that you would give the matter your immediate attention and that you would file the required reports and remit the amount due for fines and fees collected by you as Justice of the Peace.

It has been almost a month since your commitment to remedy your delinquency. I must insist that you keep your promise without any further delay. I am sure you are aware of the serious civil and criminal aspects of the matter.

Sincerely,



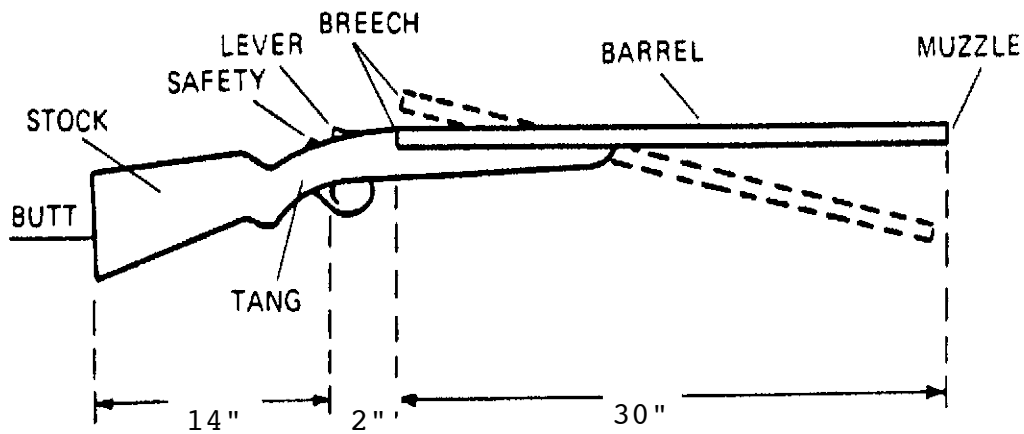
William J. Burns  
Auditor & Investigator

WJB:alr



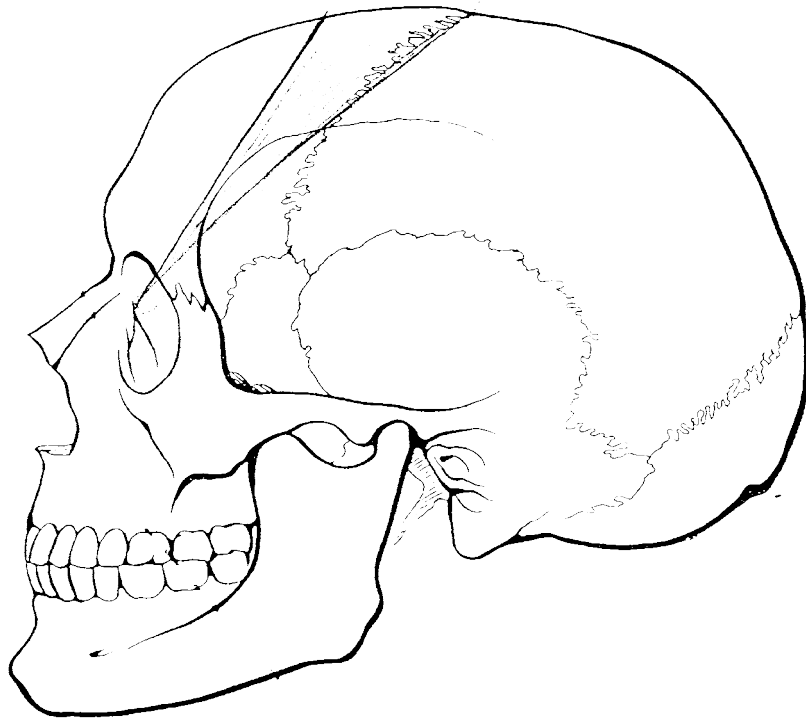
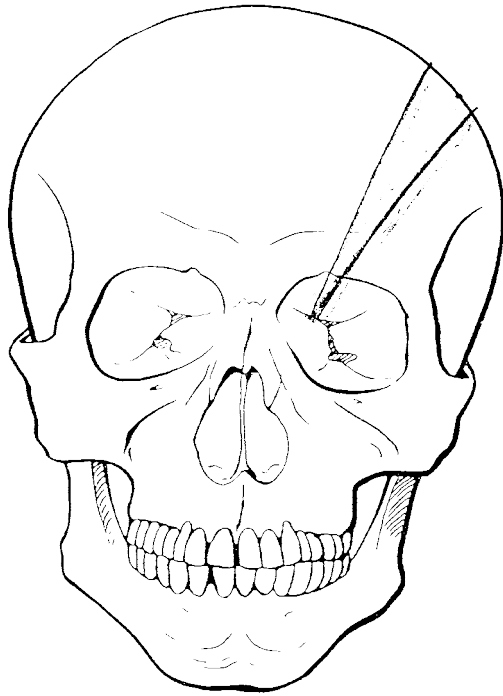
The shotgun found next to Judge Dixon's body is a Browning B-SS28, 12-gauge, single barrel, single-shot shotgun. It has a lever on the top of the pistol-grip (tang) portion of the stock, which when pushed opens (or "breaks") the barrel at the breach where the shotgun shell is inserted. Just behind the lever on the top of the tang is a safety button, which slides forward to the "on" position and backwards to the "off" position. The "on" position means that the safety is on, and the shotgun will not discharge when the trigger is pulled; the "off" position means that the safety is off, and the shotgun will discharge when the trigger is pulled.

The gun barrel is 30 inches from the end of the muzzle to the breach. It is 32 inches from the muzzle end to the single trigger. Overall, from end to end, muzzle to butt, the shotgun is 46<sup>3</sup>/<sub>4</sub> inches. The barrel has a modified choke (it narrows to keep the shot close together on discharge) and the gun weighs seven pounds.



**EXHIBIT 10**

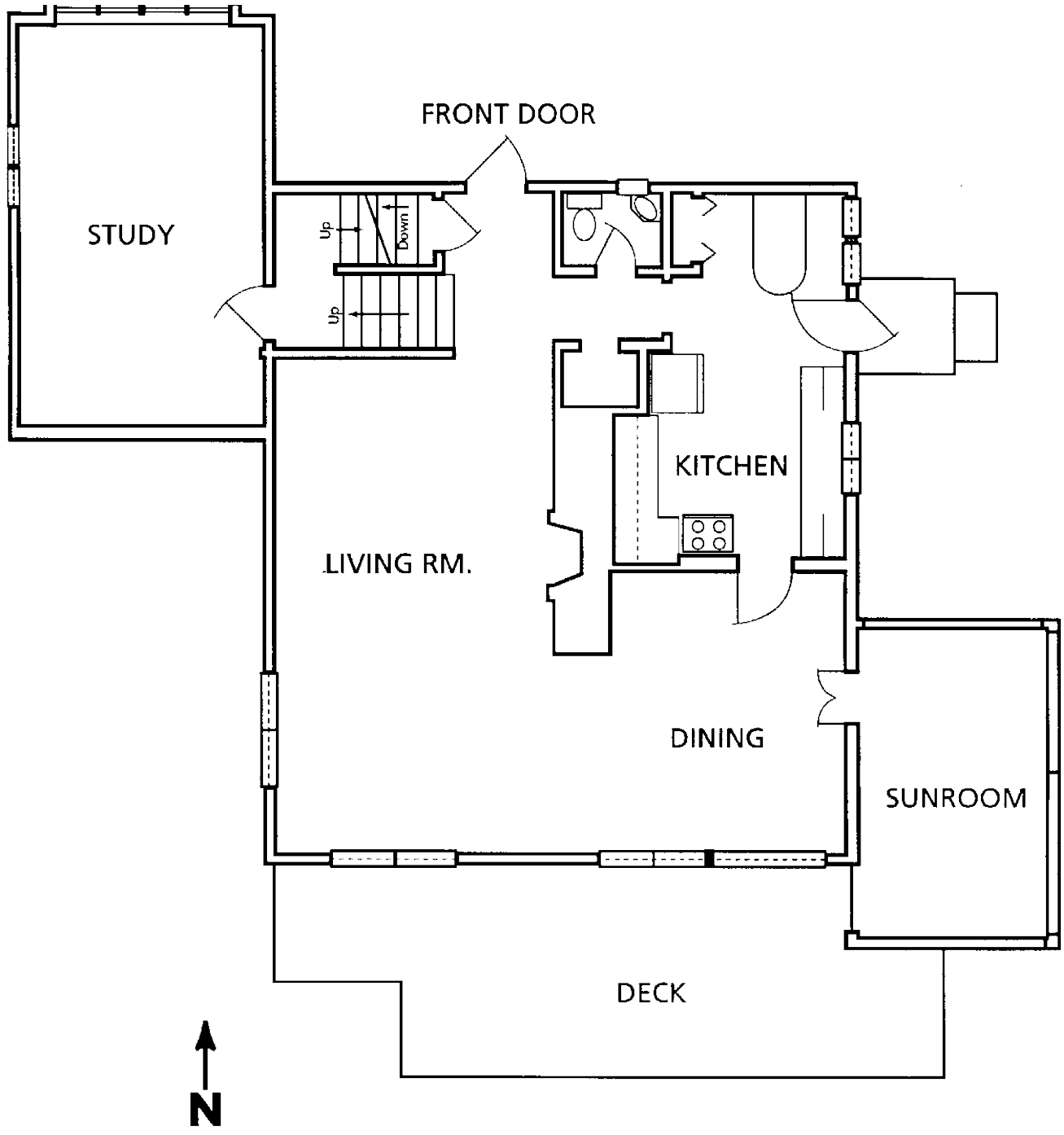




**EXHIBIT 11**



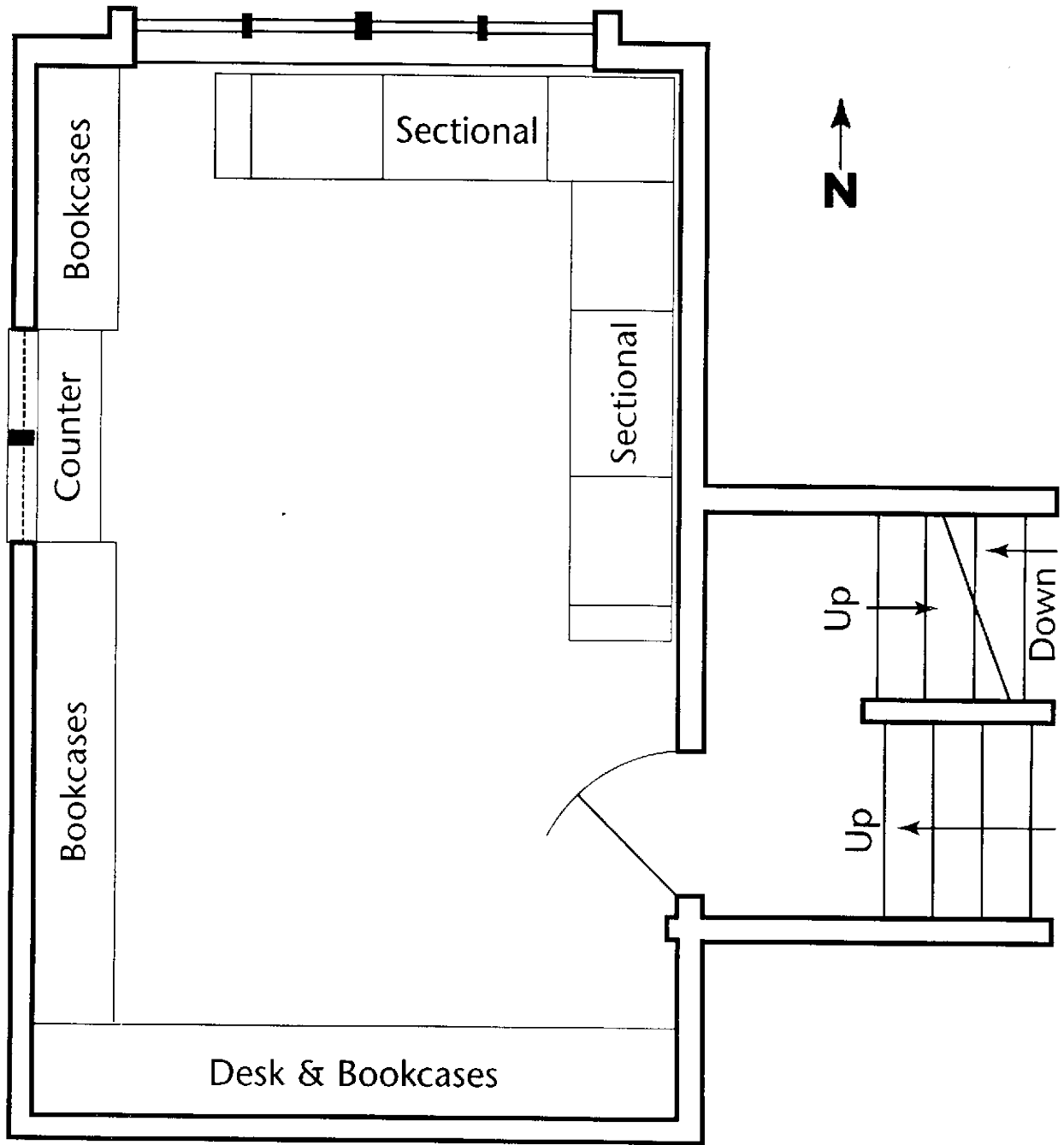




FIRST FLOOR PLAN  
DIXON HOUSE

EXHIBIT 12





DIXON STUDY  
EXHIBIT 13



# Memorandum

**To:** Plaintiff's Lawyer

**From:** Law Clerk

**Date:** December 1, 2012

**Re:** Dixon v. Providential

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**Enclosed are a memo and e-mail that were contained in the records we subpoenaed from Norman Crowe. It appears that his employer, Pine Weaver, had some interest in Mexicali Oil. I think you'll find the e-mail most interesting.**



# Memo

**To:** All sales personnel  
**From:** Tom Gross, National Sales Manager  
**Date:** August 1, 2011  
**Re:** Mexicali Oil

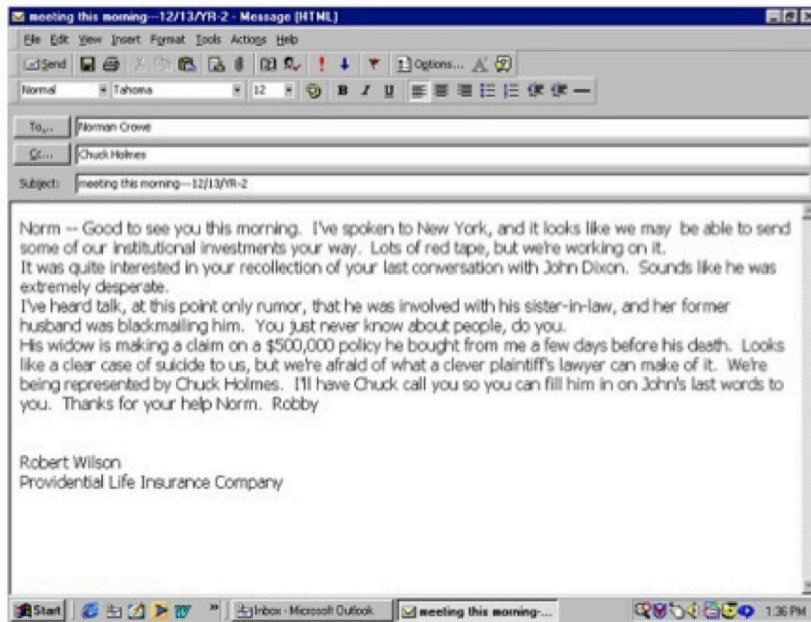
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This Mexican oil producer presents substantial upside, short-term potential. As with any oil producer, there is significant risk. It should, therefore, be offered only to clients with a net worth of at least \$500,000.

Mexicali Oil has offered an incentive commission of 1/10 share of stock for each share we sell. We will pay the incentive commission to the selling broker.







**EXHIBIT 15(b)**





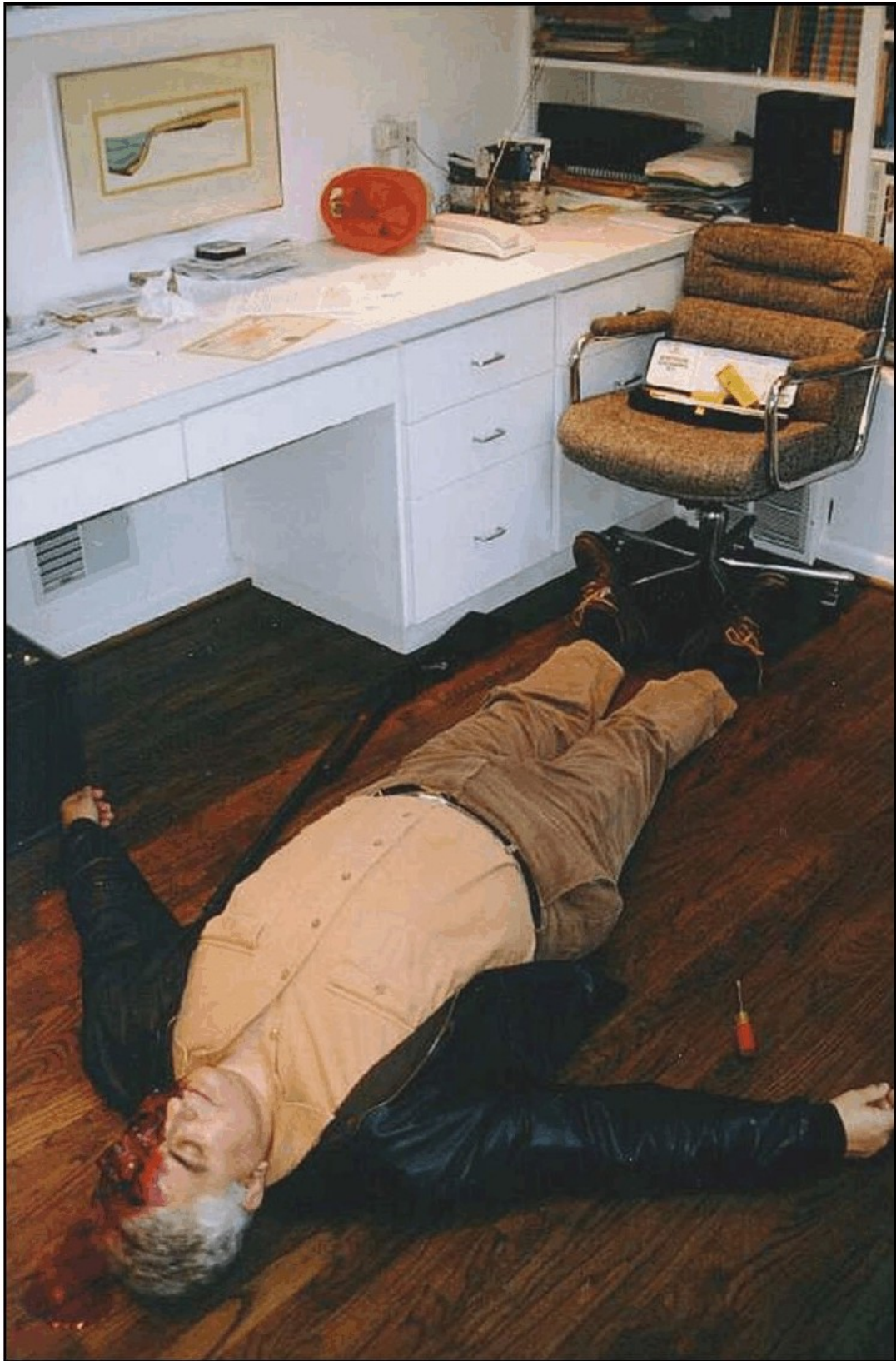
**EXHIBIT 16**





EXHIBIT 17





**Exhibit 18**







**EXHIBIT 19**





**EXHIBIT 20**





**EXHIBIT 21**





**EXHIBIT 22**

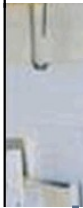
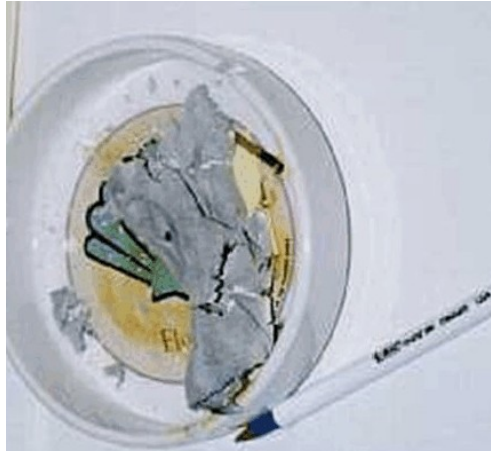






**EXHIBIT 23**





John J. Dwyer  
1000 15th Street  
Washington, D.C.





**EXHIBIT 25**





EXHIBIT 26

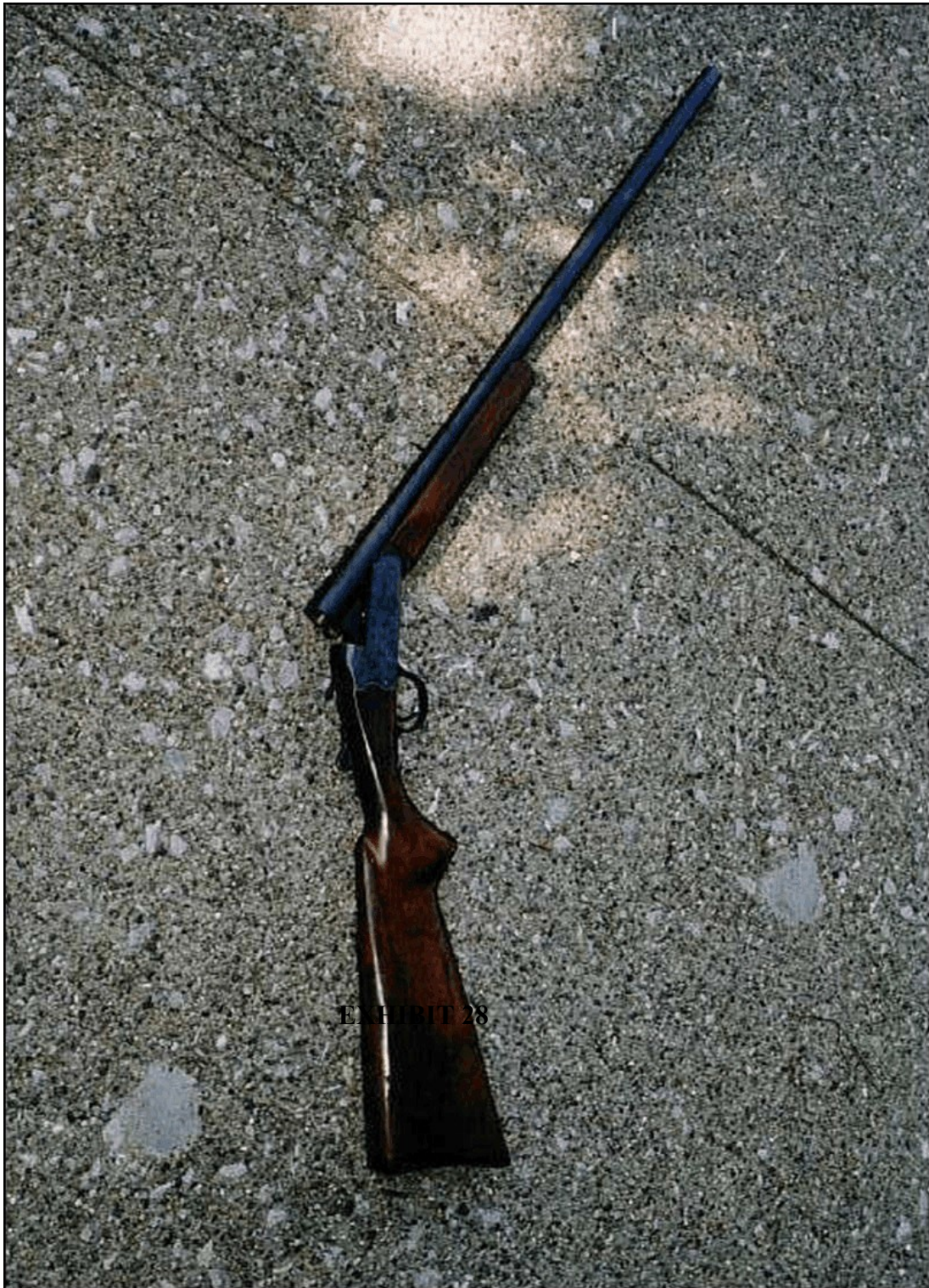






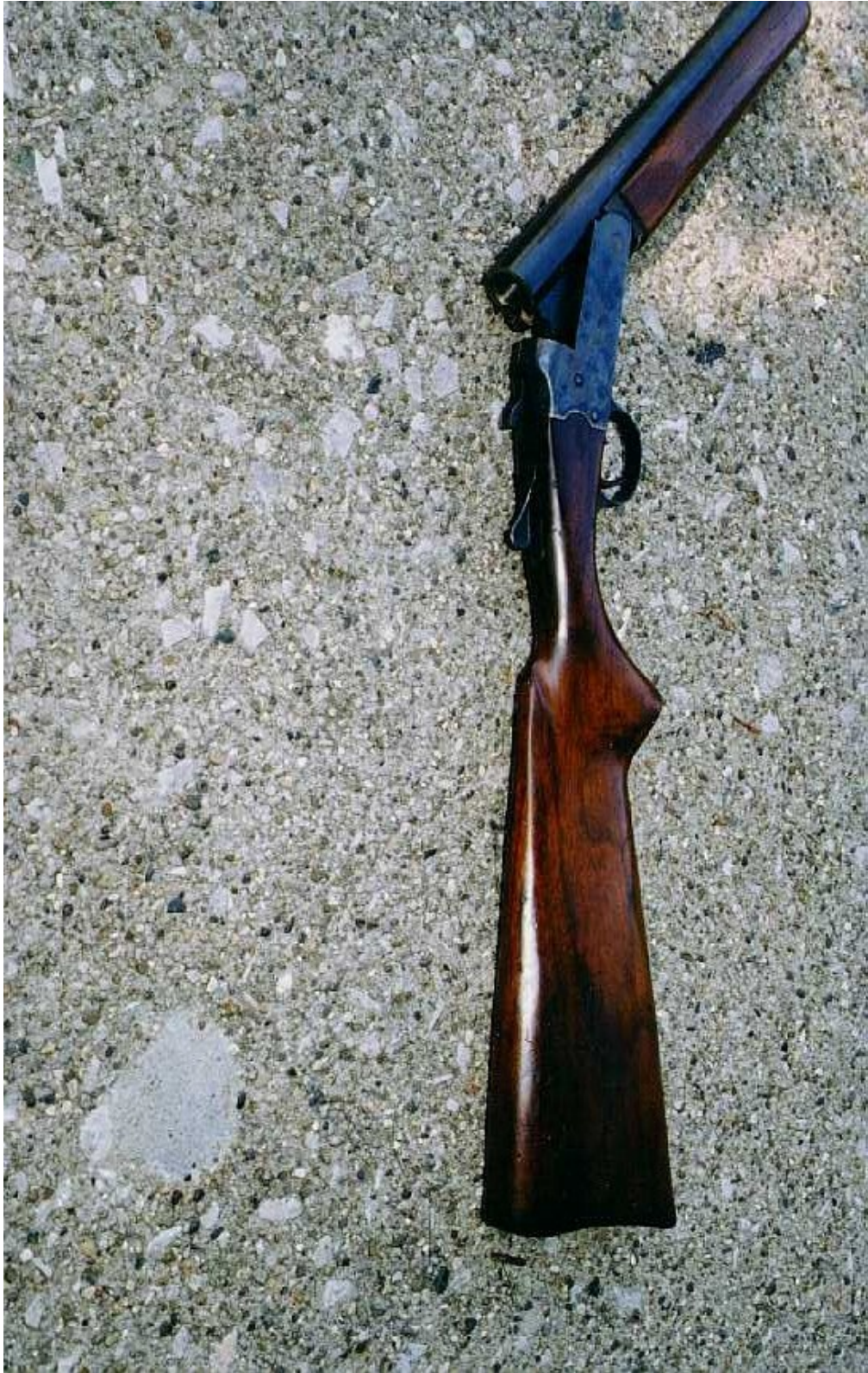
**EXHIBIT 27**





**EXHIBIT 28**





**EXHIBIT 29**



