

SELECTIONS.

at all events of its suffering. The murderer would be better off in this respect than the majority of his fellow-men. There is physical agony—at times very great physical agony—attending upon their deaths; there would be none at all attending upon his. We agree with Mr. Cooke that when the law is taking life, it ought not to take it with unnecessary pain; but we do not see that we are bound to call in the help of science to make the death of a murderer less painful than it would probably have been if he had never been guilty of murder. There is no reason, however, to believe that hanging is more painful than any of the more ordinary forms of death. It might be long before the relatives of a man who had been killed by poison felt as much disgraced as they would had he been hanged. Moreover, frequent repetition has made this form of death sufficiently familiar to take hold of the popular imagination. Men who are tempted to murder can call up before their mental vision all the circumstances of the gallows; and where the imagination is sluggish, this is in itself a considerable advantage. —*Spectator*.

LIFE INSURANCE — ACCIDENT POLICY — SUICIDE.

A CASE of much interest relating to the subjects of life insurance and insanity, was decided recently by the U. S. Circuit Court for the Eastern Division of Wisconsin.¹ The facts were that in May, 1884, Mr. Crandall took out an accident policy for \$10,000, his wife, who was the plaintiff in the action, being the beneficiary. In the policy it was provided that the insurance should not extend to death or disability "which may have been caused wholly or in part by bodily infirmities or disease."

While the policy was in force the insured Edward M. Crandall took his life by hanging, and the jury to whom the case was submitted for a special verdict on the facts found that at the time of the act of self-destruction, he was insane.

The court, after reciting the facts, adds:

"The question reserved for consideration by the court, and now to be determined, is whether the death was one covered by the policy. The question of liability, as it here arises upon an accident policy of insurance, seems to be one of first impression. Unaided by direct authority, the court is called on to determine, first, whether under such a policy as this, death from self-destruction occurring when the insured is insane, may be said to have been caused by bodily injuries effected through accidental means. This question, it will be understood, is here to be considered quite independently of the question whether disease or physical infirmity was a promoting cause of death."

The court then assumes upon the verdict and the facts that "when the deceased took his life, it was not his voluntary rational act,"² and proceeds to argue that, "if in consequence of his condition of irresponsibility, the violence while inflicted upon himself, was the same as if it had operated upon him from without, why was not the death an accident, within the definition of the term as given by Bouvier, namely, an event which, under the circumstances, is unusual and unexpected by the person to whom it happens. The happening of an event without the concurrence of the will of the person by whose agency it was caused."

The court in pursuing this subject cites a number of cases in which the fatal act was the act of the deceased, and yet held to be an accident within the meaning of an accident policy; that of a man in a dazed and unconscious condition who, in a railway car walked to the platform and fell to the ground;³ that of a person killing himself while in a state of delirium, the court saying that such deaths and those resulting from taking poison by mistake are more properly deaths by accident than deaths by suicide.⁴ In an English case, the court⁵ in passing upon the question whether a policy of insurance upon life is rendered void by the suicide of the insured when insane, speaks of such

¹ *Crandall v. Accident Insurance Company of North America*, Chicago Legal News, April 10, 1886, p. 257.

² See *Breasted v. Farmers', etc. Co.*, 4 Hill, 73, 75.

³ *Scheiderer v. Ins. Co.*, 58 Wis. 13.

⁴ *Pierce v. Travellers', etc., Co.*, 34 Wis. 393.

⁵ *How v. Life Ins. Co.*, 7 Jurist. (N.S.) 693.