mited), 6 L. Rep. (Q. B. Div.) 42; *Laurence* v. *The Accidental Ins. Co.* (Limited), 7 L. Rep. (Q. B. Div.) 216; and *Schefler* v. *R. R. Co.* 105 U. S. 249. Although it may extend this opinion to greater length than is desirable, it seems necessary to give attention to these cases somewhat in detail.

In the *Reynolds* case, the facts were that Thomas Humphrey effected with the defendant company "a policy of insurance, whereby it was declared that if during the continuance of such policy, the said Thomas Humphrey should receive or suffer bodily injury from any accident or violence, in case such accident or violence *should cause the death* of the said Thomas Humphrey, within three calendar months after the occurrence of such accident or violence, the full sum of three hundred pounds should be payable to the personal representatives, etc. * * * Provided also, and it is hereby expressly agreed and declared that no claim shall be payable by the said company, under the policy, in respect of death or injury by accident or violence, unless such death or injury shall be occasioned by some external and material cause operating upon the person of the said insured, and unless in the case of death, as aforesaid, *such death shall take place from such accident or violence*, within three calendar months, etc."

It appeared that Humphrey, while the policy was in force, went into the sea to bathe. While in a pool about one foot deep, he became suddenly insensible from some unexplained, internal cause, and fell into the water with his face downward. A few minutes afterwards he was found lying dead with his face in the water, and water escaped from his lungs in such a manner as to prove that he had breathed after falling into the water. The question for the opinion of the court, was whether the death of Humphrey occurred in a manner entitling the plaintiff as his executor to receive the sum of three hundred pounds under or by virtue of the policy. *Bosanquet*, for the defendant, argued that "if a man is pushed into the water, or forcibly held down in it, his death then results from violence within the meaning of the policy. If a man accidentally falls into the water and is drowned, his death results from accident; *but if a man falls down in a fit in a shallow pool, and is drowned, his death is the result, not of accident, or of violence, but of the fit*, even though the immediate cause of death be, as here, suffocation by drowning." Willes, J., said: "In this case the death resulted from the action of the water on the lungs, and from the consequent interference with respiration. *I think that the fact of the deceased falling in the water from sudden insensibility was an accident*, and consequently that our judgment must be for the plaintiff." It is to be observed of this case, that it has only a general application to the question under consideration, because the proviso in the policy contained no such condition as we have here in relation to disease as a cause, in whole or in part, of death.

In the Winspear case, the facts were, that W. effected an insurance with the defendants against accidental injury, and by the terms of the policy the defendants agreed to pay the amount insured to W.'s legal representatives should he sustain "any personal injury caused by accidental, external and visible means," and the *direct effect* of such injury should cause his death. The policy also contained a proviso that the insurance should not extend "*to any injury caused by or arising from natural disease or weakness, or exhaustion consequent upon disease * * * or to any death arising from disease, although such death may have been accelerated by accident.*" During the time the policy was in force, and whilst W. was crossing a stream, he was seized by an epileptic fit and fell into the stream and was drowned, *whilst suffering from the fit*, but he did not sustain any personal injury to occasion death, other than drowning.

Here it was argued that there would have been no drowning had the insured not had an epileptic fit; that it was the fit which caused the drowning, and that the death therefore was from an injury caused by the fit; just as it is argued in the case at bar that there would have been no suicide had the insured not been insane; that it was the insanity which caused the suicide, and that therefore the death was from an injury caused by insanity. But Lord Coleridge, C. J., said: "I am of opinion that this judgment should be affirmed, and that on very plain grounds. It appears to be clear from the statement in this case that the insured died from drowning in the waters of the brook whilst in an epileptic fit, and drowning has been decided to be an injury, because in the words of this policy, caused by 'accidental, external and visible means.' I am therefore of opinion, that the injury from which he died was a risk covered by this policy, and the only question then remaining is, whether the case is within the proviso which provides that the insurance 'shall not extend to death by suicide, whether felonious or otherwise, or *to any injury caused by or arising from natural disease or weakness, or exhaustion consequent upon disease.*' It is certainly not within the first part of this proviso, because the death was not so occasioned. Neither does it appear to me that the cause of death was within those latter words of the proviso. *The death was not caused by any natural disease*, or weakness or exhaustion consequent upon disease, *but by the accident of drowning.* I am of opinion that those words in the proviso mean what they say,