the jury were not excepted to. No error is assigned in the previous rulings upon evidence, except in the admission, against the defendant's objection and exception, of evidence tending to prove the insanity of the assured. The only other matter upon this record is whether the judgment for the plaintiff is supported by the special verdict, which finds, that while the policy was in force, the assured died by hanging himself, being at the time insane, and that due notice and proof of death were afterward given.

The single question to be decided therefore is whether a policy of insurance against "bodily injuries effected through external, accidental and violent means," and occasioning death or complete disability to do business; and providing that "this insurance shall not extend to death or disability which may have been caused wholly or in part by bodily infirmities or disease, or by suicide, or self-inflicted injuries;" covers a death by hanging oneself while insane.

The decisions upon the effect of a policy of life insurance, which provides that it shall be void if the assured "shall die by suicide," or "shall die by his own hand," go far toward determining this question. This court, on full consideration of the conflicting authorities upon that subject, has repeatedly and uniformly held that such a provision, not containing the words "sane or insane," does not include a self-killing by an insane person, whether his unsoundness of mind is such as to prevent him from understanding the physical nature and consequences of his act, or only such as to prevent him, while foreseeing and premeditating its physical consequences, from understanding its moral nature and aspect. *Life Ins. Co.* v. *Terry*, 15 Wall. 580; *Bigelow* v. *Berkshire Ins. Co.* 93 U. S. 284; *Insurance Co.* v. *Rodel*, 95 id. 232; *Manhattan Ins. Co.* v. *Broughton*, 109 id. 121.

In the last case, which was one in which the assured hanged himself while insane, the court, repeating the words used by Mr. Justice Nelson, when chief justice of New York, said that "self-destruction by a fellow being bereft of reason can with no more propriety be ascribed to the act of his own hand than to the deadly instrument that may have been used by him for the purpose," and "was no more his act, in the sense of the law, than if he had been impelled by irresistible physical force." 109 U. S. 132; *Breasted* v. *Farmers Loan & Trust Co.*, 4 Hill, 73.

In a like case, Vice Chancellor Wood (since Lord Chancellor Hatherley) observed that the deceased was "subject to that which is really just as much an accident as if he had fallen from the top of a house." *Horn* v. *Anglo-Australian Ins. Co.*, 30 L. J. (N. S.) Ch. 511; S. C., 7 Jur. (N. S.) 673. And in another case, Chief Justice Appleton said that "the insane suicide no more dies by his own hand than the suicide by mistake or accident," and that under such a policy "death by the hands of the insured, whether by accident, mistake, or in a fit of insanity, is to be governed by one and the same rule." *Easterbrook* v. *Union Ins. Co.*, 54 Me. 224, 227, 229.

Many of the cases cited for the plaintiff in error are inconsistent with the settled law of this court, as shown by the decisions above mentioned.

In this state of the law there can be no doubt that the assured did not die "by suicide," within the meaning of this policy; and the same reasons are conclusive against holding that he died by "self-inflicted injuries." If self-killing, "suicide," "dying by his own hand," cannot be predicated of an insane person, no more can "self-inflicted injuries;" for in either case it was not his act.

Nor does the case come within the clause which provides that the insurance shall not extend to "death or disability which may have been caused wholly or in part by bodily infirmities or disease."

If insanity could be considered as coming within this clause, it would be doubtful, to say the least, whether under the rule of the law of insurance which attributes an injury or loss to its proximate cause only, and in view of the decisions in similar cases, the insanity of the assured, or any thing but the act of hanging himself, could be held to be the cause of his death. *Scheffer* v. *Railroad Co.*, 105 U. S. 249, 252; *Trew* v. *Railway Passengers' Assurance Co.*, 5 H. & N. 211, and 6 id. 839, 845; *Reynolds* v. *Accidental Ins. Co.*, 22 L. T. (N. S.) 820; *Winspear* v. *Accident Ins. Co.*, 42 id. 900; affirmed, 6 Q. B. Div. 42; *Lawrence* v. *Accidental Ins. Co.*, 7 id. 216, 221;