by bodily infirmities, or by disease; * * * nor to any case except when the accidental injury shall be the proximate and sole cause of disability or death." This is not a warranty of any fact. It is in effect merely an admission of knowledge on the part of the insured of such limitations of liability as may be declared in the policy. As, therefore, it is to the policy we must look for these limitations, it is observable that the policy does not declare that the insurance shall not extend to any bodily injury "happening directly or indirectly in consequence of disease;" but only that it shall not extend "to death or disability *which may have been caused wholly* or in part by bodily infirmities or disease." This, then, is the limitation of liability to be considered as it is expressed in the policy issued and delivered subsequently to the application for insurance, rather than the statements on the subject contained in the application. The fifteenth clause in the application is not referred to in the policy. Wherein, therefore, it differs from the written contract, it is no part of the contract.

The argument of counsel for the defendant is, in brief, that insanity is a bodily infirmity or disease; that in ordinary life insurance cases it is regarded and characterized by the courts as a disease and therefore it is, that insurance companies are held liable in cases of suicide when the insured was insane. Further, that in the case in hand, the act of self-destruction was occasioned by the insanity, and so that within the meaning of the policy, the death was caused by disease. I was much impressed with the force of this argument, and if I may use the language of Denman, J., in a case hereafter referred to, "but for *Winspear* v. *Accident Insurance Company*, 6 Q. B. Div. 42, I am not sure but that I should have thought the company were protected."

It is true that in cases upon life policies, death by an insane suicide is regarded by the courts as death by disease. As it is expressed in *Eastabrook* v. *The Union Mut. Life Ins. Co.*, 54 Me. 224, "Death by disease is provided for by the policy. Insanity is a disease. Death which is the result of insanity, is death by disease." It is to be borne in mind, however, that this and similar observations are made in a class of cases where the insurance is not special but general, and where the protection which it is intended to afford covers all diseases and disorders, other than those which may be specially excepted, which result in death. In the case of a life policy it may not matter whether the disease of insanity or the particular act of self-destruction be regarded as the immediate cause of death. It is the life which is insured, and liability arises when death occurs, unless the death is within one of the specially excepted cases enumerated in the policy. The fact therefore that in such cases it is said that death which is the result of insanity is death by disease, does not reach the question we have here, which is: What, under the provisions of a policy which covers accidents only, was the cause of death? In the sense of the clauses on the subject in this policy, was the death caused by disease or by the act of violence in question? Although the words of the policy are "caused *wholly or in part* by bodily infirmities or disease," I suppose the true inquiry is, what was the actual, proximate cause of death? For in law there is but one cause. That is the proximate cause which may either directly or indirectly produce the result. If the death was caused *in part* by disease, the disease must have been *a* proximate cause of death."

"One of the most valuable *criteria* furnished us by the authorities," says Mr. Justice Miller, in *Ins. Co.* v. *Tweed*, 7 Wall. 44, "is to ascertain whether any new cause has intervened between the fact accomplished and the alleged cause. If a new force or power has intervened, of itself sufficient to stand as a cause of the misfortune, the other must be considered as too remote." In *Ins. Co.* v. *Transportation Co.*, 12 Wall. 199, it was said by Mr. Justice Strong, "there is undoubtedly difficulty in many cases attending the application of the maxim, *proxima causa non remota spectatur*,' but none when the causes succeed each other in order of time. In such cases the rule is plain. When one of several successive causes is sufficient to produce that effect, the law will not regard an antecedent cause of that cause, or the '*causa causans*.' In such a case there is no doubt which cause is the proximate one, within the meaning of the maxim. But when there is no order of succession in time, when there are two concurrent causes of a loss, the *predominating efficient one* must be regarded as the proximate, when the damage done by each cannot be distinguished."

The cases most nearly in point upon the question here in judgment, are *Reynolds* v. *Accidental Ins. Co.*, 22 Law Times Rep. N. S. 820; *Winspear* v. *The Accident Ins. Co.* (Li-