

SUPERIOR COURT OF BALTIMORE CITY.

17 February, 1897.

Before RITCHIE, J., and a Jury.

ANNIE O. CROZIER v. THE HOME LIFE INSURANCE CO.

Life insurance—Suicide—Onus—Admissions in proofs.

Under a condition which provides that "self-destruction" will render the policy void, the assured will be entitled to recover unless the self-destruction was intentional.

Where it appears that death was the result of accident or suicide, and there is no evidence to show which was the cause, or where, from all the evidence, the cause of death may be equally referred either to accident or design, the presumption of law is that death was accidental.

The onus of suicide or intentional self-destruction is on the defendant.

Statements in the proofs of death are evidence of admissions or declarations as against the assured.

Rulings of Ritchie, J., on the prayers in the cause.

There is but one question for the jury to pass upon, and I think the case can be submitted in a much simpler manner than it is proposed to do by the counsel on either side. So far as the right to recover on this policy is concerned, I will, therefore, reject all the prayers on both sides, and will give the jury one brief instruction, which, I think, states the law to which each side is entitled.

As I have said, there is but one question in the case. There is no controversy over any fact material to the right of the plaintiff to recover, except as to how Wm. W. Crozier, the insured, shot himself. Did he do it accidentally, or did he do it intentionally? If he did it accidentally, then the plaintiff is entitled to recover; if he did it intentionally, then the plaintiff is not entitled to recover. There is no evidence of insanity in the case, and the only question for the jury is, did Crozier shoot himself intentionally, or not?

The defendant, however, contends that the proofs of death contain an admission by the plaintiff that the shooting was intentional, and that, therefore, the court should instruct the jury to find a verdict in its favor.

The policy sued on was issued on the condition, among others, "that for two years after the date of issue of the policy * * * self-destruction, while sane or insane * * * will render the policy void."