fore it would seem that in the one case as in the other, the death would be attributable to casualty. Additional force is given to this view of the question, when we consider that in cases arising upon life insurance policies decided by the Supreme Court of the United States, it has been repeatedly held that if the insured, while in the possession of his ordinary reasoning faculties, from any motive, intentionally takes his own life, such death is within the proviso on the subject of suicide, and the insurer is not liable. On the contrary, if the insured takes his life when insane, then the death cannot be said to be "by his own hand," and the insurer is liable. And so it would seem to follow, that, as in the latter instance, the act of self-destruction is not the act of the party, it must be regarded in a case like the present, as brought about by means which are accidental, because not the result of the concurring will of the insured.

It is to be further observed that in the policy in suit, the company declares that it incurs no liability in case of death from suicide or self-inflicted injuries. Thus it appears that the insurer took into consideration the possibility that the insured might voluntarily, and with deliberate intent—that is as a sane person—take his life, and in such case the death was not to be regarded as covered by the contract, because not effected by accidental means. This is the import of this clause in the policy. But no provision is made against suicide when insane. And this also adds force to the view that the contract is fairly open to the construction contended for by the plaintiff. By the term "self-inflicted injuries" as used in the policy, was not meant injuries inflicted by the insured upon himself when insane; but injuries self-inflicted when capable of rational, voluntary action.

Several cases have been cited by counsel for the defendant. Among them is *Harris* v. *Traveller's Ins. Co.*, decided by the Superior Court of Chicago in 1868, and referred to in Amer. Law Rev., Vol. VII, p. 589; but the point here involved does not seem to have been there raised. The deceased was a fireman who was accidentally buried under a falling wall, but was soon rescued without apparent injury, and continued his work for three months, when he took poison. In a suit to recover the insurance on the ground that the accident rendered him insane, it was held that if he was insane on account of the accident, the death was too remote to be covered by the policy, which included only proximate results. It would seem that the plaintiff relied upon the original accident as a ground of recovery and that was held too remote. Another case cited, is *Pollock* v. *U. S. Mutual Accident Ass'n*, 28 Albany Law Jour. 518. But all that was decided in that case was, that the defendant was not liable for a death by poison, because the contract so expressly provided; and in view of that provision it made no difference whether the poison was innocently or intentionally taken. There was no question of insanity involved, and moreover the death was not caused by "external violence," and this was one of the prerequisites to recovery as fixed in the contract. In *Bayless* v. *The Traveller's Ins. Co.* 14 Blatch. 144, the question of insanity did not arise, and it is on the same line in principle with *Pollock* v. *U. S. Mut'l Accident Ass'n, supra.*

On the whole, my conclusion is, that the death of the insured, Edward M. Crandal, resulted from injuries effected through accidental and violent means, within the meaning of the policy in suit.

Second. Still another and equally interesting question remains to be determined. The contention of the defendant is, that the death in this case was caused by bodily infirmities or disease, namely, the insanity of the insured, and therefore that the plaintiff cannot recover. As has been observed, the policy provides that the company shall not be liable if the death be "caused wholly or in part by bodily infirmities or disease." The policy further recites that it is issued in consideration of the warranties made in the application for insurance, and of the premium paid; and in the application signed by the assured, he makes certain statements of fact usual in such cases, the last of which, numbered 15, is as follows: "I am aware that this insurance will not extend to * * * any bodily injury happening directly or indirectly in consequence of disease; nor to death or disability caused wholly or in part