insured should be caused by suicide or self-inflicted injuries.

While this policy was in force, the insured, Edward M. Crandal, took his own life by hanging, and the jury to whom the case was submitted for a special verdict on the facts, has found that at the time of the act of self-destruction, he was insane. The question reserved for consideration by the court, and now to be determined, is whether the death was one covered by the policy. The question of liability, as it here arises upon an accident policy of insurance, seems to be one of first impression. Unaided by direct authority, the court is called on to determine, First, whether under such a policy as this, death from self destruction occurring when the insured is insane, may be said to have been caused by bodily injuries effected through accidental means. This question, it will be understood, is here to be considered quite independently of the question whether disease or physical infirmity was a promoting cause of death.

The verdict of the jury was unquestionably right. The case was one in which the evidence clearly established the fact of insanity. The symptoms of a disordered mind were manifested in the countenance, conduct and conversation of the insured. He was sleepless, was sometimes unduly excited, then unnaturally depressed. He suffered to such an extent from melancholy, that he abandoned his accustomed habits and pursuits. Fondness for family and friends changed to indifference, and in short, his reasoning powers and self control appear to have been prostrated by the fear of want, and by morbid impulses and delusions, such as in this species of insanity, impel to self-destruction. Upon the facts shown, the jury might well find that his judgment, his volition, his will were over-thrown, so that in the language of Mr. Justice Nelson, when Chief Justice of New York, in the case of *Breasted* v. *Farmers L. & T. Co.*, 4 Hill, 73, 75, "The act of suicide was no more his act in the sense of the law, than if he had been impelled by irresistible physical power." Upon the verdict and the facts which sustain it, it may then be assumed that when the deceased took his life, it was not his voluntary, rational act. He could not exercise his natural powers of volition, and thereby control his judgment upon the act he was about to commit. The physical violence, therefore, which terminated his life, was the same as if it had come upon him from sources outside of himself, and for which he was not responsible. It was force emanating, not from the brain and hand of Edward M. Crandal as a responsible, voluntary agent, but force which was uncontrollable so far as he was concerned. The means employed to produce death were external and violent. Were they not also in a just and true sense accidental, if the deceased was so far bereft of his reasoning faculties, that his act was not the result of his will, or of a voluntary operation of his mind? If in consequence of his condition of irresponsibility, the violence which he inflicted upon himself, was the same as if it had operated upon him from without, why was not the death an accident, within the definition of the term as given by Bouvier, namely, "an event which, under the circumstances, is unusual and unexpected by the person to whom it happens. *The happening of an event without the concurrence of the will of the person by whose agency it was caused.*'

No case has been cited where the question, as here presented, was directly in judgment; but there are *dicta*, which afford some aid in reaching a conclusion. In 7 Amer. L. Rev. 587, 588, various definitions of an accident, as the term is used in insurance policies, are given, namely, "an accident is 'any event which takes place without the oversight or expectation of the person acted upon or affected by the event.' *Ripley* v. *Ry. Passengers' Assurance Co.*, 2 Bigelow's Cases, 758; *Providence Life Ins. Co.* v. *Martin*, 32 Md. 310. It is 'any unexpected event which happens as by chance, or which does not take place according to the usual course of things.' *N. Amer. Ins. Co.* v. *Burroughs*, 69 Pa. St. 43. 'It is something which takes place without any intelligent or apparent cause, *without design, and out of course:*' *Mallory* v. *Traveller's Ins. Co.*, 47 N. Y. 52. 'Some violence, casualty or *vis major* is necessarily involved' in the term accident. It means, in short, in insurance policies, an injury which happens by reason of some violence, casualty or *vis major* to the