

DIARY FOR NOVEMBER.

1. Sat.....All Saints' Day. Sir Matthew Hale born, 1609. Last day for filing papers and fees for final examination.
2. Sun.....22nd Sunday after Trinity. O'Connor, J., Q.B. D., died, 1887.
7. Fri.....Battle of Tippecanoe.
9. Sun.....23rd Sunday after Trinity. Prince of Wales born, 1811.
11. Tues....Court of Appeal sits. Battle of Chrysler's Farm, 1813.
12. Wed....W. B. Richards, 10th C.J. of Q.B., 1868. J. H. Hagarty, 12th C.J. of Q.B., 1878.
14. Fri.....Falconbridge, J. Q.B.D., appointed 1887.
15. Sat.....Sir M. C. Cameron, J. Q.B., 1878. Macaulay, 1st C.J. of C.P., 1849.
16. Sun.....24th Sunday after Trinity. Erskine died 1823, et. 73.
17. Mon....Mich. Term commences. High Court Just. Q. B. & C.P.D. sittings.
19. Wed....Armour, J., gaz. C.J. Q.B.D., 1887. Galt, J., gaz. C.J. C.P.D., 1887.
21. Fri.....J. Elmsley, 2nd C.J. of Q.B., 1790. Princess Royal born, 1840.
22. Sat.....Lord Clive, 1774.
23. Sun.....25th Sunday after Trinity.
25. Tues....Marquis of Lorne, Governor-General, 1878.
30. Sun.....Advent Sunday. St. Andrews. Moss, J.A., appointed C.J. of Appeal, 1877. Street, J. Q.B.D., and McMahon, J. C.P.D., appointed 1887.

Reports.

UNITED STATES.

ILLINOIS SUPREME COURT.

HEALEY v. MUTUAL ACC. ASS'N.

Insurance—Accident—Death by poison.

Death resulting from the accidental taking of poison creates a liability under a policy insuring against death caused by "external, violent, and accidental means."

[June 12.

Appeal from Appellate Court, First District. Action by Emma T. Healey against the Mutual Accident Association of the North-West upon a certificate of membership in favor of her deceased husband, John Healey, by which he was insured against death occasioned by "external, violent, and accidental means." The Circuit Court gave judgment for defendant on demurrer to the declaration, and the Appellate Court affirmed the judgment. Plaintiff appeals.

Miller, Leman & Chase, for appellant.

Albert H. Veeder and Mason B. Loomis, for appellee.

CRAIG, J.—The question presented, although one of pleading, involves a construction of the policy upon which the action was brought; and in placing a construction on the contract, and in arriving at the intention of the contracting parties, regard must be had to the object and purpose which was intended by the con-

tracting parties. A policy of accident insurance is issued and accepted for the purpose of furnishing indemnity against accidents and death caused by accidental means, and the language of the policy must be construed with reference to the subject to which it is applied: *Insurance Co. v. Nelson*, 65 Ill. 420. Thus a provision in a policy against loss by fire avoiding the policy if the property becomes incumbered has been held not to include incumbrance by judgment, although within the terms used: *Baley v. Insurance Co.*, 80 N.Y. 21. Again, policies of insurance being signed by the insurer, the language employed being that of the insurer, the provisions of the policy are usually construed most favorably for the insured in case of doubt or uncertainty in its terms: *Insurance Co. v. Scammon*, 100 Ill. 664. "No rule in the interpretation of a policy is more fully established or more imperative and controlling than that which declares that in all cases it must be liberally construed in favor of the insured, so as not to defeat, without a plain necessity, his claim to the indemnity, which in making the insurance it was his object to secure. When the words are without violence susceptible of two interpretations, that which will sustain his claim and cover the loss must, in preference, be adopted": *May Ins.* (2d ed.), sec. 175.

Keeping in view these well-settled rules of construction, the question to be determined is whether the death in this case is one falling within the spirit of the policy. The death of John Healey, the assured, is a conceded fact, but it is said the policy is an assurance against death by external, violent, and accidental means, and that death did not ensue from external, violent, and accidental means within the meaning of the policy. Under the averments of the first and second counts it is manifest that death ensued by accidental means, as it is expressly averred that death was produced by accidentally taking and drinking poison. The demurrer admits this averment of the declaration, and the fact that death ensued from accidental means stands admitted by the record. But to bring the case within the terms of the policy it devolved upon the plaintiff to aver and establish not only that death ensued from accidental means, but also from external and violent means. The next enquiry, therefore, to be determined is whether, within the meaning of