and but for which wound he would not have had erysipelas, came within the exception, so as to free the defendants from liability upon the policy. The case was heard by Chief Baron Kelly, and Barons Channell, Martin, and Cleasby.

Those learned judges were not unanimous, but, as the three last mentioned were in favor of answering the question in the affirmative, judgment was entered for the insurance company. Speaking of the words contained in the exception to the provision, Baron Martin expressed his opinion that the object of the company was to include something beyond erysipelas, and that they had done so. The Chief Baron was of opinion, in conformity with what fell from Mr. Justice Williams in Fitton's case, that the effect of the condition was to exempt the company from liability only in respect of a death from erysipelas, where the erysipelas arose within the system, and, further, where the erysipelas was collateral to, and not caused by, the accident which had befallen the assured. The majority did not at all differ from the opinion of the common pleas expressed as in Fitton's case.

The decision of the Exchequer Chamber in *Trew* v. *Railway Passengers Assurance Company*, 4 L. T. Rep. N. S. 433, has a bearing upon the present case. The defendants agreed to pay the representatives of the assured a sum of money if he died from "injury caused by accident or violence." The policy provided that no claim should be made in respect of any injury unless the same should be caused by some outward and visible means of which satisfactory proof could be furnished to the directors. The evidence in this case was that the assured went to bathe in the sea, and was not seen alive afterwards. His clothes were found on the beach, and a naked body, believed to be his by some of his friends, was subsequently washed ashore. Chief Baron Pollock directed a nonsuit, ruling that there was no evidence of the death of the insured, or of an accident within the terms of the policy. The ruling was upheld by the full court. In the Exchequer Chamber it was argued that upon the facts proved, the assured might have died a natural death in the water; that the death had not been caused by any outward visible means; and that there was no proof of death. Chief Justice Cockburn, in delivering the judgment of the court, dealt first with the objection that death by drowning was not within the policy; secondly, with the objection that there was no evidence of such death, and allowed the appeal. To the first objection the *reductio ad absurdum* method was applied. If the policy does apply where the cause is one which would produce immediate death without outward lesion, then it would not apply to an accidental fall from a height or to a case of suffocation. "There is no ground for supposing he committed suicide," said his Lordship. "It is true he may have died from cramp or apoplexy. But the number of persons who die in the water from those causes is very few in proportion to those who die in it from being drowned. If he died from the external cause of the water producing suffocation, the death is a death by external violence within the meaning of the policy."

Winspear's case differed from Trew's in that it was admitted as a fact that the assured in the former fell into the stream where he was drowned, when suffering from an epileptic fit, but that he died from drowning. Two questions were raised in the judgment; first, what was the *causa causans* of the death; secondly, was the *causa causans* within the benefit of the policy? "The real *causa causans* in this case," said the Lord Chief Baron, "was the influx of water into the deceased man's lungs and the consequent stoppage of his breath, and so he was drowned. Anything which led to that, such as his being, if he were, subject to epileptic fits, would be *causa sine qua non*. If he had not had the fit he would probably have crossed the stream in safety, but that does not make the fit the *causa causans*, the actual proximate cause of his death." Was that *causa causans* within the benefit of the policy? The question is concluded by authority. The defendants relied on the words "the insurance shall not extend to any injury caused by or arising from natural disease or weakness or exhaustion consequent upon disease." Here the death was caused by drowning, and the words quoted are inapplicable. The case is not without difficulty. What, it may be asked, is the rule or principle underlying all the cases? The rule is that, in determining the cause of death or injury, those circumstances must be looked for which indicate the proximate cause, and not any of the more or less remote causes. This rule seems to us to be a reasonable one.—*Law Times (London.)*