a death as just as much an accident as if the insured had fallen from the top of the house.

Upon a review of these cases, the Court arrives at the conclusion that the death of a person who while insane takes his own life is not suicide, but a death by accident, and upon that point within the terms of the policy under consideration. There is, however, another question of much interest involved in this case, and that is what, under the provisions of a policy that covers accidents only, was the cause of death? On this subject Mr. Justice Miller says:[6] "One of the most valuable criteria furnished by the authorities is to ascertain whether any new cause has intervened between the fact accomplished and the alleged cause. If a new force or power has intervened, of itself sufficient to stand as a cause of the misfortune, the other must be considered too remote." In another case,[7] Mr. Justice Strong says: "There is undoubtedly difficulty in many cases attending the application of the maxim, '*proxima causa non remota spectatur*,' but none when the causes succeed each other in order of time. In such cases the rule is plain. When one of several successive causes is sufficient to produce that effect, the law will not regard an antecedent cause of that cause, or the '*causa causans*.' In such a case there is no doubt which cause is the proximate one, within the meaning of the maxim. But when there is no order of succession in time, when there are two concurrent causes of a loss, the predominating efficient one must be regarded as a proximate, when the damage done by each can not be distinguished."

In support of this view the court cites a number of English cases, and one decided by the Supreme Court of the United States,[8] and it will be borne in mind that these are "accident" cases. In one of them the insured became suddenly insensible while bathing, and was found in a shallow pool, drowned.[9] The drowning was held to be the cause of the death, not the sudden attack which caused it. Another case was like it, the deceased was crossing a stream, was taken with an epileptic fit, fell into the water and was drowned. The cause of death was held to be the drowning, not the epileptic fit, and the drowning was therefore accidental and charged the company.[10] And so with the other cases cited. The opinion of the court on this point is sufficiently supported by authority, but in one point of view we could wish the ruling clearer. The policy expressly excepts death caused "wholly or in part by bodily infirmities or disease." Now, has this expression "in part," no significance whatever? And if any, what does it mean? Can it be that under that expression a remote cause can be admitted to be "in part" and concurrently with the proximate, the cause of the death? Cannot the insanity of the person who took his own life be regarded as "in part" the cause of his death? On this point we are not entirely satisfied. Admittting that, without that expression, the court could not in determining the cause of death, go behind the proximate cause to a remoter cause; with that expression and giving full significance to it, we should think the court might well find that such remoter cause was "in part" the cause of the death. In other words, when the rule of law is modified by the contract of the parties, admitting those words "in part" into the conditions of the policy, those words must be construed in their natural sense, and given the effect to which in ordinary discourse they are entitled. If an insane man kills himself, the instruments of death, or rather the use of them, constitute the proximate cause of death, but is not the fact that the man was insane, and deprived of the protection of reason and healthy instinct, also "in part" the cause of his death?—*Ex.*

[6] Ins. Co. v. Tweed, 7 Wall. 44.

[7] Ins. Co. v. Transportation Co., 12 Wall. 199.

[8] Reynolds v. Accidental Ins. Co., 22 Law Times Rep. (N.S.) 820; Winspear v. The Accident Ins. Co. (Limited), 6 L. Rep. (Q. B. Div.) 42; Lawrence v. The Accidental Ins. Co. (Limited), 7 L. Rep. (Q. B. Div.) 216; and Scheffer v. R. R. Co., 105 U. S. 249.

[9] Reynolds v. Accidental Ins. Co., *supra.*

[10] Winspeare v. Accident, etc., Co., *supra.*