and that they point to an injury caused by natural disease, as if, for instance, in the present case, epilepsy had really been the cause of the death. The death, however, did not arise from any such cause, and those words have no application to the case, and therefore the judgment of the Exchequer Division must be affirmed." This case in its facts and upon principle appears to be directly in point; for if there the death was not in a legal sense caused by the fit, but by the drowning, so here it was not caused by the insanity or disease, but by the act of self-destruction.

In the case of *Laurence*, there was a policy of insurance against death from accidental injury, which contained the following condition: "This policy insures payment only in case of injuries accidentally occurring from material and external cause operating upon the person of the insured, where such accidental injury is the direct and sole cause of death to the insured; * * * *But it does not insure in the case of death arising from fits * * * or any disease whatever, arising before or at the time or following such accidental injury*, (whether consequent upon such accidental injury or not, and whether causing such death directly, or jointly with such accidental injury"). The insured, while at a railway station, was seized by a fit and fell off the platform across the railway, and an engine and carriages passed over his body and killed him. The falling forward of the insured off the platform was in consequence of his being seized with a fit or sudden illness, and but for such fit or illness he would not have suffered injury or death.

Denman, J., following the authority of *Winspear* v. *Accident Ins. Co.*, held the company liable.

Williams, J., placed his concurring opinion upon the following grounds: "The whole case depends upon the true construction of the words in the proviso in this case. The deceased person having fallen down suddenly in a fit from the platform of the railway on to the rails, was, while lying there, accidentally run over by a train that happened at that moment unfortunately to come up. And he was undoubtedly killed by the direct, external violence of the engine upon his body, which caused his death immediately. The question raises whether, according to the true construction of the proviso, it can be said that this is a case of death arising from a fit; because if this death did not arise from a fit according to the true construction of the policy, the remainder of the clause does not come into existence at all, and is inapplicable. It seems to me that the well known maxim of Lord Bacon, which is applicable to all departments of the law, is directly applicable in this case.

Lord Bacon's language in his Maxims of the Law, Reg. 1, runs thus: "It were infinite for the law to consider the causes of causes and their impulsions one of another. Therefore it contenteth itself with the immediate cause." Therefore I say, according to the true principle of law, I must look at only the immediate and proximate cause of death; and it has seemed to me to be impracticable to go back to cause upon cause, which would lead us back ultimately to the birth of the person, for had he not been born, the accident would not have happened. The true meaning of this proviso is, that if the death arose from a fit, then the company are not liable, even though accidental injury contributed to the death in the sense that they were both causes which operated jointly in causing it. That is the meaning, in my opinion, of this proviso. But it is essential to that construction that it should be made out that the fit was a cause in the sense of being the proximate and immediate cause of the death before the company are exonerated; and it is not the less so because you can show that another cause intervened and assisted in the causation."

Thus it appears, that although the proviso in the policy in that case was, that if the death should arise from a fit, the company should not be liable, even though accidental injury contributed to the death by operating jointly with the fit, it was nevertheless held essential to show that the fit was a cause in the sense of being the immediate cause of death, in order to exonerate the company.

Scheffer v. *R. R. Co.*, *supra*, only has application here by way of analogy. In that case a passenger on a railway car was injured by a collision of trains, and became thereby disordered in mind and body, and some eight months thereafter committed suicide. It was held in a suit by his personal representatives against the railway company that his own act was the proximate cause of his death, and that therefore there could be no recovery.

Although it may be said that Crandal would not have committed suicide had he not been insane, and so that the insanity was a promoting cause of death, upon the reasoning and authority of the cases referred to, the conclusion seems unavoidable that the act of self-destruction must be regarded, within the meaning of the policy, as the true and proximate cause of his death. Quite against my first impressions when the case was submitted, I am constrained to hold upon deliberate consideration, that the plaintiff is entitled to recover. If I am wrong in my conclusions, it is a gratification to know that the case is one that may be taken to the Supreme Court for its judgment, and in which the error, if error has been committed, may be there corrected.

Judgment for plaintiff on the verdict.