

*Schneiderer v. Travellers' Ins. Co.*, 58 Wis. 13.

But the words "bodily infirmities or disease" do not include insanity. Although, as suggested by Mr. Justice Hunt in *Life Ins. Co. v. Terry*, 15 Wall. 589, insanity or unsoundness of mind often, if not always, is accompanied by or results from disease of the body, still in the common speech of mankind, mental are distinguished from bodily diseases. In the phrase "bodily infirmities or disease" the word "bodily" grammatically applies to "disease" as well as to "infirmities," and it cannot but be so applied without disregarding the fundamental rule of interpretation, that policies of insurance are to be construed most strongly against the insurers who frame them. The prefix of "bodily" hardly affects the meaning of "infirmities," and it is difficult to conjecture any purpose in inserting it in this provision, other than to exclude mental disease from the enumeration of the causes of death or disability to which the insurance does not extend.

In the argument for the plaintiff in error some stress was laid on the fact that the concluding paragraph of the application differs in form of expression, so as to include mental as well as bodily diseases. It is by no means clear that this is so, but if it were, it would not affect the case. The whole application is not made part of the contract, and the only mention of it in the policy is in the opening words: "In consideration of the warranties made in the application for this insurance." This does not include all the statements in the application, but only those which are warranties. Some of them may be; others clearly are not. The statements as to the age, occupation, previous state of health and present habits of the assured, and as to his other insurance, may be warranties on his part. Those as to the amount, terms and payee of the policy applied for, certainly are not. The statements expressing his understanding of what will be the effect of the insurance are statements not of fact, but of law, and cannot control the legal construction of the policy afterward issued and accepted.

The death of the assured not having been the effect of any cause specified in the proviso of the policy, and not coming within any warranty in the application, the question

recurs whether it is within the general words of the leading sentence of the policy, by which he is declared to be insured "against bodily injuries effected through external, accidental and violent means." This sentence does not, like the proviso, speak of what the injury is "caused by;" but it looks only to the "means" by which it is effected. No one doubts that hanging is a violent means of death. As it affects the body from without, it is external, just as suffocation by drowning was held to be in the cases of *Treu*, *Reynolds* and *Winspear*, above cited. And according to the decisions as to suicide under policies of life insurance, before referred to, it cannot, when done by an insane person, be held to be other than accidental.

The result is that the judgment of the Circuit Court in favor of the plaintiff was correct, and must be affirmed.

#### DOMINION APPOINTMENTS.

##### *Queen's Counsel.*

Malcolm MacLeod; John Ramsay Fleming; Frederick Thomas Judah; Augustus Barthélemi Cressé; Wilfrid Prévost; Joseph Duhamel; Louis Wilfrid Marchand; John Kennedy Elliott; Ernest Racicot; John L. Morris; L. A. Billy; Edouard Lefebvre de Bellefeuille; Charles Narcisse Hamel; Adolphe Fontaine; Alfred N. Charland; Louis Nathan Benjamin; François Xavier Archambault; Leonidas Heber Davidson; William Wilson; Joseph L. Terrill; Christopher Alphonse Geoffrion; Thomas Page Butler; Olivier M. Augé; John Cassie Hatton; Augustus Power; Charles Pentland; Louis Edouard Panneton; John Spratt Archibald; Henry B. Brown; Joseph Louis Archambault; Charles Darveau; Isidore Noël Bel-leau; François Xavier Drouin; Thomas Linière Taschereau; Hon. Charles L. Champagne; Edmund James Flynn; Joseph Moise Désilets; Hon. Elzéar Gérin; John S. Hall, Jr.; Pascal Vinceslas Taché; François J. Bisailon; Charles J. Doherty; Thomas Chase Casgrain; Harry Abbott; C. A. Cornéliier.

##### *Speaker of Senate.*

Hon. Josiah Burr Plumb, to be Speaker of the Senate.

#### INSOLVENT NOTICES, ETC.,

*Quebec Official Gazette, April 9.*

##### *Judicial Abandonments.*

Joseph Barnabé Leduc, trader, Pointe-aux-Trembles, April 1.

Max Kert, storekeeper, Buckingham, April 2.

Robert Mauger, trader, Ste. Adelaide de Pabos, March 26.

John Street, Montreal, March 31.

Félix Vachon, trader, l'Islet, April 2.