

to discover the disparity spoken of by the expert Fisher. The signatures are both written in small letters, the one to the will in full length, "Charles Morgan." If it was the uniform custom of Mr. Morgan to write his name in full, (about which there is, however, no evidence,) a person who undertook to counterfeit would hardly have abbreviated the first name. The similarity to my mind, however, is such that I feel confident that it is really genuine, or that the person imitating had knowledge of the real, true signature of Mr. Morgan.

The rule is that he who affirms a fact has the burden upon himself of proving that fact. The plaintiffs affirmed the forgery, and attempted to establish it. In this the jury have said they have failed, and the plaintiffs now affirm that the defendants should have been charged with the burden of showing its genuineness before they could avail themselves of the benefit of the transfer. I cannot subscribe to the doctrine. It appears to me that the plaintiffs, in order to avoid the effect of the statute of limitations of five years, erected a target. Upon their ability to demolish the same they trusted their case; and, having failed in that, their right to recover was demolished, rather than the target.

For the reasons above stated I decline to disturb the verdict. My views being correct, I deem it unnecessary and unimportant to discuss whether any errors were committed in the introduction of other evidence, as the view taken shows that the plaintiffs never had any right of action at all.

CRANDAL *v.* ACCIDENT INS. CO. OF N. A.

(*Circuit Court, N. D. Illinois.* March, 1886.)

1. ACCIDENT INSURANCE—POLICY—DEATH FROM HANGING.

Death from hanging, when the insured is insane, is a death effected through external, accidental, and violent means, within the meaning of a policy of accident insurance.

2. SAME—DEATH NOT CAUSED BY BODILY INFIRMITY OR DISEASE.

The policy in this case provided that the insurance should not extend to death or disability "which may have been caused wholly or in part by bodily infirmities or disease." *Held*, that within the intent of the contract, and the meaning of the law, the death was caused, not by bodily infirmity or disease, but by the act of self-destruction.

At Law.

House, Fry & Babb, for plaintiff.

Thomas Bates, for defendant.

DYER, J. On the twenty-third day of May, 1884, the defendant company issued to Edward M. Crandal, since deceased, an accident

policy of insurance, by which it promised to pay to the plaintiff, who was the wife of the insured, the sum of \$10,000, within 30 days after sufficient proof that the insured, at any time within the continuance of the policy, had sustained bodily injuries, effected through external, accidental, and violent means, within the intent and meaning of the contract, and the conditions thereunto annexed, and such injuries alone had occasioned death within 90 days from the happening thereof. It was provided in the policy that the insurance should not extend to death or disability "which may have been caused wholly or in part by bodily infirmities or disease." Further, that no claim should be made under the policy if the death or injury should be caused by suicide or self-inflicted injuries.

While this policy was in force, the insured, Edward M. Crandal, took his own life by hanging, and the jury to whom the case was submitted for a special verdict on the facts, has found that at the time of the act of self-destruction he was insane. The question reserved for consideration by the court, and now to be determined, is whether the death was one covered by the policy. The question of liability, as it here arises, upon an accident policy of insurance, seems to be one of first impression. Unaided by direct authority, the court is called on to determine, *first*, whether, under such a policy as this, death from self-destruction, occurring when the insured is insane, may be said to have been caused by bodily injuries effected through accidental means. This question, it will be understood, is here to be considered quite independently of the question whether disease or physical infirmity was a promoting cause of death.

The verdict of the jury was unquestionably right. The case was one in which the evidence clearly established the fact of insanity. The symptoms of a disordered mind were manifested in the countenance, conduct, and conversation of the insured. He was sleepless, was sometimes unduly excited, then unnaturally depressed. He suffered to such an extent from melancholy that he abandoned his accustomed habits and pursuits. Fondness for family and friends changed to indifference; and, in short, his reasoning powers and self-control appear to have been prostrated by the fear of want and by morbid impulses and delusions, such as, in this species of insanity, impel to self-destruction. Upon the facts shown, the jury might well find that his judgment, his volition, his will, were overthrown, so that, in the language of Mr. Justice NELSON, when chief justice of New York, in the case of *Breasted v. Farmers' Loan & Trust Co.*, 4 Hill, 73, 75, the act of suicide "was no more his act, in the sense of the law, than if he had been impelled by irresistible physical power."

Upon the verdict and the facts which sustain it, it may then be assumed that when the deceased took his life it was not his voluntary, rational act. He could not exercise his natural powers of volition, and thereby control his judgment upon the act he was about to commit. The physical violence, therefore, which terminated his life