have been blown into the sea and immediately drowned, his death would clearly be within the terms of the policy. The fact that he fastened a life preserver upon himself and got into a boat did not take away the danger of losing his life but only lessened it. Just when the intervention of a voluntary act under the stress of circumstances, as appear in this case will break the chain of causation is a mixed question of law and fact. If it is such that it becomes the active, efficient, producing cause of which the death is a natural and probable consequence in view of the existing circumstances and conditions, the law will stop there and not go back farther in the line of causation. It is not easy, however, to reconcile all the cases on this subject. Recovery can be had on an accident policy where the injury caused rheumatism which resulted in death. *Travelers' Ins. Co.* v. *Hunter,* 30 Tex. Civ. App. 489. The sting of an insect is the proximate cause of death resulting from blood poisoning caused by the sting. *Omberg* v. *U. S. Mut. Acc. Ass'n.,* 101 Ky. 303. Where one holding an accident policy falls from a window in delirium, the delirium is the proximate cause of the injury. *Carr* v. *Pac. Mut. Life Ins. Co.,* 100 Mo. App. 602. Under a policy insuring against accidental injuries the insurer is liable for the death of the insured resulting from an operation rendered necessary by an accidental rupture *Collins* v. *Casualty Co. of America,* 224 Mass. 327. Cases like the instant one are no doubt justifiable on the ground that the insurer prepares his own contract and therefore it should be construed most strongly against him.

INSURANCE—ACCIDENT POLICY—SUNSTROKE—"ACCIDENTAL MEANS."—An insurance policy indemnified "against bodily injury (herein called such injury) sustained solely through accidental means," and provided that a sunstroke "shall be deemed to be included in said term 'such injury'". Assured while engaged in the performance of his duties as traffic policeman suffered a sunstroke. *Held,* assured is entitled to recover on the policy. *Higgins* v. *Midland Casualty Co.,* (Ill., 1917), 118 N. E. 11.

The present case raises the question whether a sunstroke suffered by a person while engaged in his usual occupation under normal circumstances constitutes a "bodily injury" through "accidental means." It is well settled that an injury which is the natural and probable consequence of an act or course of action voluntarily undertaken by the assured is not an injury by "accidental means." *Hutton* v. *States Accident Insur. Co.,* 267 Ill. 267; *Taliaferro* v. *Travellers' Protect. Assoc. of America,* 80 Fed. 368; *Fidelity & Casualty Co. of N. Y.* v. *Stacey's Ex'rs.,* 143 Fed. 271. The question of the instant case has so far been adjudicated by only a few cases. Along with the instant case, the case of *Bryant* v. *Continental Casualty Co.,* 107 Tex. 582; *Pack* v. *Prudential Casualty Co.,* 170 Ky. 47, and *Gallagher* v. *Fidelity & Casualty Co. of N. Y.,* 148 N. Y. S. 1016, have determined that a sunstroke under the circumstances of the instant case is an injury through "accidental means." A diligent search has revealed only two cases which decide the contrary. *Semancik* v. *Continental Casualty Co.,* 56 Pa. Sup. 392, and *Elsey* v. *Fidelity & Casualty Co. of N. Y.,* (Ind. App. 1915), 109 N. E. 413. Neither case was decided in a court of final jurisdiction and the de-

cision in each case was based largely on the same three cases, to-wit, *Bryant* v.*Continental Casualty Co., supra; Dozier* v. *Fidelity & Casualty Co. of N. Y.,* 46 Fed. 446; *Sinclair* v. *The Maritime Passengers' Assurance Co.,* 3 El. & El. 478. The first of these cases, decided in 1912 in the Civil Court of Appeals of Texas, 145 S. W. 636, has since been reversed in the Texas Supreme Court, 107 Tex. 582. The policies on which suit was brought in the *Dozier* and *Sinclair Cases, supra,* provided against *bodily or personal* injuries through "accidental means," and did not provide for sunstroke. Therefore, the decision in those cases that no recovery could be had where the injury or death resulted from sunstroke is proper and unavoidable, since admittedly a sunstroke is not a bodily or personal injury in the ordinary sense. Probably as a result of these cases a provision, like that of the instant case, that sunstroke through "accidental means" shall be deemed a bodily injury was inserted in insurance policies. The cases of *Semancik* v. *Contin. Cas. Co.* and *Elsey* v. *Fid. & Cas. Co. of N. Y., ante,* seem to be unsupported by authority. The instant case holds that a sunstroke under the circumstances of this case is an unusual, unexpected event, so that it can not be deemed a natural and probable consequence of assured's self-exposure to the sun.

INSURANCE — HEALTH AND ACCIDENT — LIABILITY. — Plaintiff sued on a health insurance policy which was conditioned on the disability of the assured "from performing any and every kind of duty pertaining to his occupation," during which disability the assured shall be "necessarily confined to the house." During all but two days of the period for which sickness indemnity was claimed, plaintiff, after visiting his doctor, at whose office it was necessary to call on account of the nature of the treatment, walked to his law office, where he usually remained only fifteen or twenty minutes, and transacted a little of his business. *Held,* the visits to the law office constituted a breach of condition of necessary confinement. *Pirscher* v. *Casualty Co. of America,* (Md. 1917), 102 Atl. 546.

All courts construe an insurance policy against the insurer when the terms are at all uncertain or ambiguous. *Rocci* v. *Mass. Accident Co., 222* Mass. 336; *Turner* v. *Fidelity & Casualty Co. of N. Y.,* 112 Mich. 425. The terms in the policy in the instant case providing for necessary confinement and total disability as conditions for recovery are uncertain and therefore open to interpretation. Instances of literal interpretation of the condition of necessary confinement are: *Cooper* v. *Phoenix Accident & Sick Benefit Association,* 141 Mich. 478, holding that the assured was not "necessarily confined" when he had visited his doctor and on the doctor's advice had taken walks for his health; *Schneps* v. *Fidelity & Casualty Co. of N. Y.,* 101, N. Y. S. 106, holding that the presence of the assured in New York City and in the mountains for cure was a breach of the condition of necessary confinement; *Bradshaw* v. *American Benevolent Association,* 112 Mo. App. 435, holding that one was not necessarily confined who on one occasion went to a doctor outside of the city and on another occasion took a ten days' trip for his health; *Rocci* v. *Mass. Accident Co., 222* Mass. 336, holding that a change