create an heir for himself, he cannot by such act render the child capable of inheriting from other than himself. *In re Bradley's Estate* (1925) 185 Wis. 393, 201 N. W. 923. But for that interpretation of the prior statute, section 278 might permit the child legitimated by marriage to take as a natural child.

The same difficulty was encountered in California where a prior statute allowing legitimation by proclamation limited the right of inheritance to the father's estate. The court avoided a conflict by saying that the later legislation superseded, especially since the sections were not directly conflicting. *Wolf v. Gall,* above. The court in the principal case might well have followed the reasoning of that case, had it wished to place itself in line with the holding of a majority of the states upon this question. H. V. C., '31.

INSURANCE—DEATH RESULTING FROM INTOXICATING DRINK AN ACCIDENT.—Death of insured resulted from drinking wood alcohol in a beverage which he supposed contained grain alcohol. *Held,* the death resulted from bodily injuries directly and independently of all other causes through accidental means within the terms of an accident policy, since the poisonous content of the beverage was unforeseen, unexpected, and unusual. *Zurich General Accident and Liability Insurance Co. v. Flechinger* (C. C. A. 4, 1929) 33 F. (2d) 853.

The oft-quoted rule laid down by Mr. Chief Justice Blatchford in a leading case is "that, if a result is such as follows from ordinary means, voluntarily employed, in a not unusual or unexpected way, it cannot be called a result effected by accidental means; but if, in the act which precedes the injury, something unforeseen, unexpected, or unusual occurs which produces the injury, then the injury has resulted through accidental means." *United States Accident Association v. Barry* (1889) 131 U. S. 100. A long line of decisions has enunciated the principle that where the death or injury is not the natural or probable result of the insured's voluntary act, or where something unforeseen occurs in the doing of the act, the death or injury is held to be within the protection of policies insuring against death or injury from accident or accidental means. *Railway Co. v. Elliott* (1893) 12 U. S. 381; *Southwestern Commercial Travelers' Ass'n v. Smith* (1898) 85 F. 401; *Schleicher v. General Accident F. & L. Assurance Corporation* (1926) 240 Ill. App. 247; *Lewis v. Ocean Accident & Guaranty Corporation* (1918) 224 N. Y. 18, 120 N. E. 56; *Young v. Railway Mail Ass'n* (1907) 126 Mo. A. 325, 103 S. W. 557; *Bule v. Travelers' Protective Ass'n* (1911) 155 Mo. A. 629, 135 S. W. 497.

Another line of decisions holds that where an unusual or unexpected result occurs by reason of the doing by insured of an intentional act, where there is no mischance, slip, or mishap in the doing of the act itself, the ensuing injury or death is not caused through accidental means; that it must appear that the means used were accidental, and it is not enough that the result may be unexpected or unforeseen. *Lehman v. Great Western Accident Ass'n* (1911) 155 Iowa 737, 133 N. W. 752; *Salinger v. Fidelity & Cas-*

ualty etc. Co. of N. Y. (1917) 178 Ky. 369, 198 S. W. 1163. In determining whether an injury occurred by "accidental means" it would appear that the cause should govern the result, and not the result the cause, and that however unexpected the result may be, no recovery should be allowed under such a provision unless there is something unexpected in the cause or means which produced the result. *New Amsterdam Casualty Co. v. Johnson, Adm'r'x.* (1914) 91 Ohio St. 155, 110 N. E. 475.

In *Caldwell v. Travelers' Insurance Co.* (1924) 305 Mo. A. 619, 267 S. W. 907, 39 A. L. R. 56, a well-considered case, it was held that death resulting from an unusual and unexpected obstruction of deceased's bowels by an operation on him for hernia is not within a policy insuring against death through accidental means. This case points out that the rule that injury or death is produced by accidental means when the result is unusual, unexpected and unforeseen, seems largely to be built upon a misconception of the language of the case of *United States Accident Ass'n v. Barry*, above. See also *Zack v. Fidelity & Casualty Co. of New York* (Mo. A. 1925) 272 S. W. 995.

In the principal case the act which preceded the injury was the drinking of the supposed grain alcohol, and that which was "unforeseen, unexpected, and unusual therein" was the fact that it contained wood alcohol, a deadly poison. In other words, there was the unintentional and unexpected drinking by insured of a poisonous substance. The case falls within the class of cases involving the unintentional taking of poison, cases in which the insured intended to swallow what he did, but was ignorant of the fact that it contained poison. Such cases without exception have been held to involve death by accidental means. *Healey v. Mutual Accident Ass'n of the Northwest* (1890) 133 Ill. 556, 25 N. E. 52; *Traveler's Insurance Co. v. Dunlap* (1896) 160 Ill. 64, 43 N. E. 765.

The distinction between a voluntary act as the means and the unexpected result as insisted upon by one line of cases seems more logical. Yet we cannot completely divorce cause and effect. On a subject of such complexity the factual situation in each individual case is conclusive. The tendency, moreover, is to construe a policy of insurance more liberally in favor of the insured, and where the words are without violence susceptible of two interpretations, that which will cover the loss should in preference be adopted.

E. S., '31.

LIBEL—PUBLICATION—COMMUNICATION TO ATTORNEY AND TO STENOGRAPHER.—In *Freeman v. Dayton Scale Co.* (Tenn. 1929) 19 S. W. (2d) 255, the plaintiff was an employee of the defendant and had his attorney write the defendant in regard to a balance alleged to be due him. The libelous letter in question passed from the defendant to the attorney in the course of the correspondence. The defendant dictated the letter to a stenographer as indicated by the initials "C. K." on the left-hand side of the letter. The Court held that: "Communications made to a libelled party's attorney corresponding for him regarding the specific matter in connection with which