William Massello III,[1] *M.D.*

The Proof in Law of Suicide

REFERENCE: Massello, W., III, **"The Proof in Law of Suicide,"** *Journal of Forensic Sciences*, JFSCA, Vol. 31, No. 3, July 1986, pp. 1000–1008.

ABSTRACT: The certification of suicide as the manner of death is frequently contested in court by the victim's survivors, particularly when there are life insurance benefits at stake. The evidence upon which the opinion of suicide is based must, therefore, meet the standard of proof required in law, if it is to be sustained by the courts. This standard of proof and some of its contingent common law doctrines are discussed, with references to several judicial opinions from cases which involved contested suicides.

KEYWORDS: jurisprudence, suicide, death

In Virginia, as in many other jurisdictions, deaths which are known or thought to be suicides fall under the jurisdiction of the medical examiner. As with any other type of death, the medical examiner must form an opinion as to the manner of death and state his opinion, for the record, on the death certificate. This opinion must be an impartial and disinterested one, based solely upon the evidence and not upon secondary considerations. In the case of "suicide," this often places the medical examiner in the position of being the bearer of bad news. The idea of suicide is repugnant to many family members. Traditionally, suicide has been religiously and socially condemned for centuries in Western civilization. More significantly, suicide affects the life insurance contract. As such, surviving family members might be denied life insurance benefits which would otherwise be forthcoming if the death certificate indicated "accident" rather than "suicide."

Likewise, life insurance companies also have an interest in the medical examiner's opinion. Insurers have a need to protect their own interests as well as those of their policy holders. Understandably, they are reluctant to pay an accidental death benefit if the insured actually committed suicide.

It might be argued that, theoretically, the medical examiner's opinion is nothing more than a nonbinding, statistical categorization of the death. In practice, however, it is much more than that. Because it is based upon medical and scientific expertise, it is a valued opinion which has significant social, emotional, and financial implications. This opinion is frequently challenged by interested parties. In the case of suicide, the challenge often amounts to nothing more than a plea by surviving family members to "change the death certificate to accident." Then again, it can take the form of a lawsuit. Thus, no matter how obvious the suicide seems to the medical examiner, there is always the chance that he will be required to defend his opinion in a court of law. It follows, then, that the evidence upon which his opinion is based should meet the standard of proof required by law.

In Virginia, as in other jurisdictions, there are no statutory laws which specifically define

Received for publication 20 May 1985; accepted for publication 16 Sept. 1985.

[1]Assistant chief medical examiner, Office of the Chief Medical Examiner, Western Division, Commonwealth of Virginia, Roanoke, VA.

suicide or set forth specific criteria for its certification. The medical examiner, therefore, will not find any aid and comfort in the statutes. Rather, the standard of proof for suicide is to be found only in common law. Thus, it is in the interest of the medical examiner to know something about the degrees of proof and strength of evidence which are necessary in common law to sustain an opinion of suicide.

Suicide and the Life Insurance Contract

The practice of insuring lives began in the 19th century. The fundamental purpose of life insurance is to protect the insured's family against catastrophic financial consequences resulting from his or her death. The potential for fraud, however, is rather obvious. Anyone intending to commit suicide could enable his beneficiaries to profit from his act simply by taking out a sizable policy and then killing himself shortly thereafter.

To protect themselves against this kind of fraud, insurance companies typically attach clauses to the contract voiding the policy if the insured should commit suicide within a certain period of time after issuance of the policy. This time period is normally two years, after which the policy, except for certain provisions regarding accidental death and nonpayment of premiums, becomes "incontestable." This is known as the incontestable clause. The assumption is that, after two years, the individual obviously had no intent to defraud the insurer at the time the policy was issued. Quite simply, this means that the insurer is liable for the face value of the policy, even if the insured commits suicide, if the policy is more than two years old.

There are state laws which allow the insurer to exempt suicide from coverage during the initial two years of the policy. In 1918, Virginia allowed such exclusion, provided that there was an "express provision in the policy limiting the liability of the insurer in the event that the insured shall, within two years of the date thereof, die by his own act" [*1*]. The law does require, however, that the insurer return all premiums paid by the insured. This law, in effect, is saying that there is "no contract" if the insured commits suicide.

It is a generally accepted doctrine of common law that, since life insurance contracts are written by the insurer, any ambiguity in the language or terms of the contract is to by construed against the insurer, in favor of the insured, so that indemnity will be granted rather than denied [*2*]. This doctrine was articulated well in 1900 by the 4th U.S. Circuit Court of Appeals in the case of *Union Mutual Life Insurance Company v. Payne* [*2,3*]. In its opinion, the court said:

> The insurers frame their own contracts, and, when they choose, they may insert express stipulations against accident. If they prefer, for the purpose of getting custom, to omit such a stipulation, and to leave the matter in doubt, the doubt ought to be resolved against them.

Eighty years later, this principle was affirmed by the U.S. District Court in Alexandria, Virginia in the case of *International Underwriters Inc. v. the Home Insurance Company* (1979) [*4*]. In its opinion, the court said:

> Insurance policies under Virginia law are to be construed according to their terms and the plain meaning of such terms must be given effect. Thus, where the policy is susceptible to two constructions, one which would effectuate coverage and the other which would not, it is the court's duty to adopt that construction which would effectuate coverage.

The plain meaning of the word "suicide" is actually somewhat ambiguous. Recognizing this, insurers have attempted to incorporate language into their contracts which cover all forms of self-destruction, hoping to avoid liability. Such contracts have included phrases such as "death of insured by his own hand or act," "self-destruction, voluntary or involuntary," "self-killing," and other similar phrases. Despite the wording or phraseology, most courts have construed these words to mean ordinary suicide and not to include deaths result-

ing from accident [5,6]. The general opinion of the courts is illustrated best by the opinion in a Louisiana case, *Brignac v. Pacific Mutual Life Insurance Company* (1904) [7,8], where the court asserted:

> the words "if I die by my own hand, or act, voluntary or involuntary," . . . is a mere ordinary suicide clause and is not violated by an act done without suicidal intent.

This opinion echoes that of an Illinois case, *Parish v. Bankers Life Association* (1897) [7,9], where the court said:

> self destruction of the person, whether voluntary or involuntary . . . is equivalent to avoiding the policy in case of suicide . . . accidental death, although by the hand of or physical act of the assured, is not within the words of the exception.

It must be noted that courts have held that the words "involuntary self-destruction" should not be given their full, literal meaning, lest insurers attempt to avoid liability for deaths which are purely accidental [10].

Presumption and Proof in Law Regarding Suicide

In England, suicide was, at one time, condemned as a crime and an act of moral turpitude [11]. Much of England's common law remains a part of American common law. As the law presumes a person to be innocent of a crime or moral turpitude, so American common law still retains a strong presumption against suicide. Courts have recognized that self-destruction is against the natural instinct of a person. Thus, the presumption against suicide tends to be a strong one, although it does tend to vary slightly from jurisdiction to jurisdiction. It is still, however, a presumption and is rebuttable by evidence. One can get an idea of just how strong this presumption tends to be from two Virginia cases adjudicated at the turn of the century. In *Life Insurance Company of Virginia v. Hairston* (1908) [12], the Virginia Supreme Court said:

> Accidental death is presumed by the law, and this presumption cannot be overcome except by proof of facts which exclude every hypothesis of death except by suicide.

This presumption is verified in even stronger language in *Cosmopolitan Life Insurance Company v. Koegel* (1905) [13], where the Virginia Supreme Court affirmed:

> The defense of suicide, to avail, must exclude every hypothesis of accidental death. The party making the defense has the burden of proof. It will not be presumed. The mere fact that the body of an insured is found with a pistol in his hand and a bullet wound in his head is not sufficient to prove suicide.

This presumption in law was said by the U.S. Supreme Court to have the weight of "affirmative evidence" {*Dick v. New York Life Insurance Company* (1959)} [14]. This presumption, or "affirmative evidence," does not disappear once any evidence of suicide is presented. Rather, it persists throughout the case and is to be judged as evidence when reaching a verdict.

In the *Dick* case, North Dakota law was applied by the high court. However, other opinions from other jurisdictions have held that this presumption cannot be considered as legitimate evidence, but is merely a presumption which must be disregarded once proof of suicide is established. A case in point is *Green v. New York Life Insurance* (1921) [15]. The Iowa Supreme Court held:

> Such a presumption is not evidence and cannot be treated as evidence in reaching . . . a verdict. It is nothing more nor less than a presumption which the law raises, which is rebuttable and which can be overcome by proof.

To rebut the presumption in law against suicide, a much stricter standard of proof is generally required than the ordinary "preponderance of the evidence" [*16*]. The burden of such proof is upon the party alleging suicide, generally the insurer. The standard of proof is set forth in the aforementioned *Life Insurance Company of Virginia v. Hairston* [*12*] and is as follows:

> As applied to the proof of suicide, the burden of proof is on the defendant (insurer), and he must make it out by clear and satisfactory proof—not proof beyond a reasonable doubt, nor a preponderance of the evidence in the ordinary sense, but such a proof as is necessary to overcome the presumption of innocence of moral turpitude or crime. The defense of suicide to avail must exclude every hypothesis of accidental death.

"Clear and convincing" is the standard therefore applied to a suicide case.

The Right of the Insurer to a Directed Verdict

While the presumption in law against suicide is a strong one, it has been recognized that there is an even stronger presumption in the minds of people against this practice. Courts have recognized that, despite the presumption, suicide does occur. Juries, however, are extremely reluctant to reach this conclusion, even in the face of evidence which is so clear and convincing that no other reasonable conclusion can be drawn. Consequently, courts have consistently held that, where proof is clear, insurers have a right to a directed verdict on the issue of suicide [*16*]. It must be stressed that this is not a privilege but a right in law. Indeed, in several cases, insurers have been sustained on appeal when they have assigned error to a trial court's failure, based on the strength of the evidence, to direct a verdict in their favor.

The test or standard of proof that must be met to warrant a directed verdict is a strong one. It is well articulated in a Maryland case, *Baltimore Life Insurance Company v. Fahrney* (1918) [*17*]. The court said:

> The evidence offered to overcome the presumption of death from accident should be so convincing that there could not reasonably be two opinions touching the result; for, if it were otherwise, it would be an invasion of the province of the jury to take the case from it.

This standard of proof is echoed in the court's opinion from the aforementioned Iowa case *Green v. New York Life Insurance Company* [*15*]. Said the court:

> If it could fairly be said that, under all the evidence, the minds of reasonable men might differ as to whether the insured came to his death by accident or by suicide, then it was a question for the jury. But, on the other hand, if all fair-minded men would agree that, under the evidence offered, the death of the insured was the result of suicide rather than of accident, then the court should so hold, as a matter or law.

An exemplary case on the issue of the insurer's right to a directed verdict is from Missouri: *Landau v. Pacific Mutual Life Insurance Company* (1924) [*18*].

The facts of this case involved the death of a 69-year-old retired man, apparently of substantial means, who, on the day of his death, rode a streetcar back and forth between Delmar Garden and Creve Coeur Lake in St. Louis. On his last trip, he was seen by several witnesses to quietly get up and step out of the streetcar onto the running board. At the time the car was going about 24 to 32 km/h (15 to 20 mph).

As the car crossed over a trestle, he was observed to let go of the handrails and plunge about 8 to 9 m (25 to 30 ft) to the ground below, covering his head with his arms as he did so. He landed feet first. The streetcar stopped, and two passengers got off and ran down below to the man's rescue. When they found him, he was injured but alive. They carried him back to the streetcar and the car continued its run. It was observed that one of the man's leg bones was sticking through his shoe. One of his rescuers specifically asked the question, "Old man,

did you really jump off or fall off?" At this point, the decedent's voice was said to be strong and he was fully conscious. He complained of pain but, nonetheless, would not answer the question put to him. He died later that day.

At the trial, there was evidence that the man had been infected with syphillis early in life and was of the belief that he had begun to suffer from locomotor ataxia, a complication which he dreaded. However, the testimony of several witnesses tended to show that:

> . . . he was in good health, free from all financial difficulties, happy in his home life, devoted to his daughter and grandchild, a believer in God and a future state of rewards and punishment. That he was happy, buoyant . . . loving life and his friends and possessed (apparently) in full . . . measure of all those things that make one cling to life and regret that the day of death is approaching.

In its original decision, a trial court jury found for the plaintiff and awarded $32 000 pursuant to an accidental death policy. The insurer appealed, holding that the evidence clearly showed that the insured committed suicide. The Missouri Supreme Court agreed and granted summary judgment in favor of the insurer, saying:

> In cases where the question is presented of whether death resulted from accident or suicide, courts as well as juries are reluctant to reach the conclusion of suicide. Sometimes they shut their eyes to the facts and resort to presumptions to avoid an untoward result. In this case, however . . . all the facts are of such character as to afford a sufficient evidentiary basis for a finding as to the insured's intention with respect to the acts which culminated in his injury and death. For that reason, the aid and comfort so frequently sought from the presumption against suicide must be foregone . . . in passing upon the evidence it should be kept in mind that the instinct of self-preservation is deeply implanted in all living things, and that such instinct is an ever active principle of life; nor . . . should it be forgotten that men do frequently voluntarily destroy themselves.
>
> It has been suggested that many things might have happened, unknown to the witness or unobserved by him, . . . that the insured may have been thrown from the car by hidden forces whose operations were not discernible to the witness. All of which may be true. But an affirmative finding that the insured came to his death by accidental means must find support, if at all, in the evidence in the case, and not in speculation or conjecture.

The case is illustrative in alluding to the repugnance of jurors to affirm the fact of suicide. The language also defines what is meant by "every alternate hypothesis." To exclude "every alternate hypothesis" does not mean resorting to speculation or conjecture. Alternate hypotheses should be legitimately and reasonably excluded, staying within the evidence at hand.

Even in the case of *Life Insurance Company of Virginia v. Hairston* [*12*], the trial court went so far as to instruct the jury on the doctrine of reasonableness of opinion. Said the court:

> In considering this case, you must not go beyond the evidence to hunt up doubts, nor must you entertain such doubts as are merely chimerical or conjectural.

Insurers are entitled to a directed verdict on the issue of suicide only if the evidence is so clear and convincing that it leaves no room for reasonable doubt [*19*]. The mere presence of evidence, or a "preponderance" of evidence for suicide, however, has been held as insufficient to direct a verdict in favor of the insurer. This doctrine was exemplified in the opinion of the U.S. Supreme Court in *Home Beneficial Association v. Sargent* (1891) [*19,20*]. The high court took the position that:

> . . . if every hypothesis has not been proved beyond a reasonable doubt, mere weight of the evidence in favor of suicide does not justify the court in directing a verdict of suicide on motion of the insurer.

This position was stated another way in *Hodson v. Great Camp* (Indiana, 1911) [*21*]:

> . . . although the fact of suicide is very clearly proved, the court may yet leave the issue to the jury instead of directing a verdict.

In a Virginia case, *South Atlantic Life Insurance Company v. Hurt* (1913) [*22*], the Virginia Supreme Court echoed essentially the same standard of proof required for a directed verdict as was articulated in the *Sargent* and *Hodson* cases above. Said the court, in order to justify taking the question of suicide from the jury:

> . . . the proof of suicide must so surely overcome the presumption of accidental self-destruction, that it precludes any other reasonable conclusion other than suicide to be drawn.

In this case, the absence of motive was a key factor in the court's reversal of a lower court's summary judgment. This case involved the death of one John B. Hurt, who left his home one day with his workhands to feed his cattle. After the cattle were fed, he directed his men to return to the house, saying that he would remain to "watch the hogs away from the cattle." He did not return, and was found dead in a field adjoining that in which the cattle had been fed. There was a gunshot wound to his right temple and a .38 caliber pistol was near his hand with one empty chamber. The decedent was known to own a pistol which was not found after his death. The court, however, addressed the question of intent as follows:

> The evidence as a whole reveals the insured as a man of the highest integrity, of unusual business ability, possessed of large real and personal property, actively engaged in the successful prosecution of extensive business interests, with a large and happy family consisting of his wife and eight children to which he was attached and in which he took great pride. Up to the time of his death he was full of plans for the future, with every confidence in his ability to carry them through successfully, with nothing to trouble him in any of his affairs, either in business or in his personal relations.

In referring to another Virginia case, *Metropolitan Life Insurance Company v. DeVault's Administratrix* (1909) [*23*], the court went on to say:

> . . . when the evidence of self-destruction is circumstantial, the defendant fails unless the circumstances exclude with reasonable certainty any hypothesis of death by accident.

And the court concluded:

> In concluding this branch of the case, it is sufficient to say that even if it be conceded that there is greater probability that the death of the insured resulted from a suicidal act than from an accident, still we cannot say that death by suicide is the only reasonable conclusion to be drawn from the evidence. The proof does not exclude, with reasonable certainty, death from accidental shooting, and the burden being upon the defendant to establish its defense by proof, it was properly left to the jury to say whether or not it was a case of suicide.

It is noteworthy that the court, here, seems to place its emphasis on the absence of motive rather than on the circumstantial evidence at hand. However, the opinion also lacks any references to expert testimony regarding the physical evidence.

Intent and Motive

If an act of self-killing is to be called a suicide, it must be shown that it was done intentionally. *Black's Law Dictionary* defines suicide as the "deliberate termination of one's existence" [*24*].

Intent is simply the design, resolve, or determination with which a person acts. As it is a state of mind, it is rarely susceptible to direct proof but must ordinarily be inferred from the

facts [*25*]. Thus, in the absence of a declaration by the actor, such as an oral statement or a suicide note, intent must be inferred from the circumstances. With reference to suicide, this doctrine is articulated in the above case, *Landau v. Pacific Mutual Life Insurance Company* [*18*]:

> The only way in which a tribunal can determine the intention with which a given act was done . . . at least in the absence of a declaration by the actor, is through the inferences that may be drawn from his acts and conduct accompanying the principal act. . . . In a very true sense, therefore, the finding as to such intention must be based on circumstantial facts and circumstances from which the inferences as to intention may be drawn are in proof. They are of such character as to evidence a specific intention. The finding with respect thereto must be predicated on them, and not on legal presumptions which obtain only in the absence of evidence.

Intent is to be distinguished from motive. Motive refers to the causes or reasons which prompt an individual to act or not to act [*26*]. In all suicides, a motive is present, though often it is either unknown or can only be inferred from the evidence. Courts, thus, have held that a motive for suicide, in the face of overwhelming physical and circumstantial evidence, does not have to be shown. In accord with this, the failure to find a motive does not rebut conclusive physical and circumstantial evidence. The absence of apparent motive constitutes relevant evidence only in the absence of clear and convincing physical and circumstantial evidence. By contrast, evidence which provides an inference of a motive for suicide is relevant where circumstantial proof of suicide is clear.

In simple terms, the fact that an individual had financial problems does not infer a motive for suicide simply because he is dead. However, it does infer a motive where the physical and circumstantial evidence clearly and convincingly proves suicide. This doctrine, thus, implies that the physical and circumstantial evidence is, by far, the most significant evidence in establishing the proof of suicide.

An exemplary case which addresses the issue of motive and intent regarding suicide is from Ohio, *Hartenstein v. New York Life Insurance Company* (1952) [*27*].

The facts of this case involved the death of a man whose car was struck by a train at a railroad crossing. Witnesses had observed that he had driven his car to a point several hundred yards from the crossing and parked it there. When a train approached, the decedent drove his car from its parked position directly onto the track of the oncoming train. In doing so, he by passed several other cars which had stopped at the crossing to allow the train to pass. Upon reaching the track, he stopped the car. At the time, warning lights were flashing and the train's whistle was blowing. Nonetheless, the decedent remained in the car and was struck by the oncoming train. The decedent's widow brought suit on an accidental death benefit policy which the insurer refused to pay. During the trial, evidence was brought forth indicating that the insured, in his capacity as secretary for an international fraternal society, had either lost or stolen nearly $10 000 of the society's money. This evidence was suppressed by the trial court, holding it to be an "inference based on an inference." The trial court jury found for the beneficiary. The insurer appealed, holding:

> . . . the verdict of the jury is contrary to the manifest weight of the evidence and is contrary to law. The court erred in the rejection of evidence offered by the defendant, to which rejection the defendant at the time excepted.

The Ohio Court of Appeals reversed the trial court's verdict. In its opinion, the issues of intent and motive were addressed as follows:

> Intent is an essential element in proof of suicide. It is a ripened purpose to effect the result of death, but motive has to do with the inducement, or the cause or reason for the intent.
>
> The motive with which an act of suicide is done is generally a matter of inference, depending on the circumstances surrounding its commission.

> The establishment of a motive for suicide or self-destruction is not necessary to proof of suicide . . . but if motive can be found as a probable fact, it becomes an item of evidence, and the absence of any showing of an emotion or passion likely to lead to suicide is a circumstance which may be considered against the claim.
>
> . . . evidence tending to prove a grievous and troubled condition of insured's business affairs through questionable discrepancies in records of money for which he was responsible to others, when coupled with extraordinary and suspicious circumstances attendant upon insured's death, was admissible as tending to prove motive for the self-destruction.

The issue of motive was also addressed in the case of *New York Life Insurance Company v. Trimble* (1934) [*28*]. In this case, the insured was found dead in his room with an obvious contact gunshot wound to his right temple and a pistol near his body. In an action brought against the insurer on an accidental death benefit policy, a trial court jury entered a verdict in favor of the beneficiary, the decedent's mother. The insurer appealed, assigning as error:

> . . . the refusal of the trial court at the close of the evidence to direct a verdict in its favor.

The 5th U.S. Circuit Court of Appeals reversed the judgment of the trial court and addressed the issue of motive as follows:

> A motive for suicide is helpful to the defense but is not essential. This is so because, in this life, men who have no apparent motive for it do commit suicide. Perhaps always, in the case of a sane person who commits suicide, there is a motive; but in many cases the motive is not, and possibly could not, be proven.

This is not to say, of course, that the issue of motive does not influence the court's decision regarding suicide. In one of the aforementioned cases, *South Atlantic Life Insurance Company v. Hurt* [*22*], it was noted that the court placed a great deal of reliance on the apparent absence of a motive by the deceased. However, in the *Hurt* case, there was no evidence offered as to the character of the wound or as to the condition of the suspect weapon. Motive, thus, seems to be a relevant issue only in the absence of clear and convincing physical and circumstantial evidence for suicide. It is of secondary importance when such evidence is strong.

Summary and Conclusion

For centuries, suicide was condemned as an act of moral turpitude. This historical attitude toward the practice is reflected today as a strong presumption in law against suicide. Thus, suicide must be proved by "clear and convincing" evidence as would be necessary to overcome the presumption of innocence of moral turpitude or crime. As applied to contracts of life insurance, the burden of proof is on the insurer to support his conclusion of suicide to the exclusion of "every reasonable alternate hypothesis."

It is recognized, however, that people often intentionally destroy themselves. As there is a presumption in law against suicide, so courts also acknowledge that there is an even stronger presumption in the minds of people as well. Jurors are often reluctant to affirm the fact of suicide, despite strong circumstantial evidence and instructions by the court not to resort to speculation or conjecture. With this in mind, courts recognize that the presumption in law is rebutted by evidence which is so clear and convincing that there can be no doubt in the minds of reasonable people that the decedent met his or her death by suicide. Therefore, where a question of life insurance is concerned, the insurer has the right in law to a directed verdict in his favor, in the face of such overwhelmingly strong evidence. Evidence that is clear and convincing can be entirely physical and circumstantial. However, if the evidence is not so strong that there is still room for disagreement among reasonable people, then the insurer is not entitled to a directed verdict. Rather, he must prove the question of fact to the jury.

To prove suicide, intent must be shown. However, the intent of the decedent, in the absence of a written or oral declaration, can be, and often is, self-evident from the circumstances. A motive for suicide is always present, but frequently cannot be shown. Once the fact of suicide is clearly proved from the circumstances, motive may be inferred. The absence of apparent motive becomes significant only where the physical and circumstantial evidence is neither clear nor convincing.

The relevance of these common law doctrines to suicide investigation should be rather obvious. Death investigation must focus upon gathering the kind of clear and convincing evidence which is necessary to support the medical examiner's conclusion of "suicide" in court. The medical examiner need not labor under the false presumption that the deck is hopelessly stacked against him. Rather, he must bear in mind that his own expertise, in itself, constitutes valuable and critical evidence in the case. If his opinion, suicide, is reasonably and legitimately based upon the evidence and not upon his own presumptions or emotions, it is both reasonable and probable that it will meet the standard of proof required in common law.

References

[1] Virginia Code Commission, *Code of Virginia, 1950*, Vol. 6A, Insurance, 38.1-437, The Michie Co., Charlottesville, VA, 1981, p. 273.
[2] 39 ALR 1088-1094, p. 1089.
[3] *Union Mutual Life Insurance Co. v. Payne*, (1900), 45 C.C.A. 193, 105 Fed 172.
[4] *International Underwriters Inc. v. the Home Insurance Co.*, 500 F. Supp 637 (1980).
[5] 35 ALR 162.
[6] 138 ALR 827.
[7] 39 ALR 1088-1094, p. 1093.
[8] *Brignac v. Pacific Mutual Life Insurance Co.*, (1904), 112 La. 574, 66 L.R.A. 322, 36 So. 595.
[9] *Parish v. Bankers' Life Association*, (1897), 14 Nat. Corp. Rep. (Ill. C.C.) 182.
[10] 39 ALR 1088-1094, p. 1092.
[11] Rosen, G., "History in the Study of Suicide," *Psychological Medicine*, Vol. 1, 1971, pp. 267-285.
[12] *Life Insurance Co. of Virginia v. Hairston*, (1908), 108 Va. 832, 62 S.E. 1057.
[13] *Cosmopolitan Life Insurance Co. v. Koegel*, (1905), 104 Va. 619, 52 S.E. 166.
[14] *Dick v. New York Life Insurance Co.*, (1959), 39 U.S. 437, L ed 2d 935, 79 S Ct 921.
[15] *Green v. New York Life Insurance Co.*, (1921), 192 Iowa 32, 182 N.W. 808.
[16] 37 ALR 171-180, p. 171.
[17] *Baltimore Life Insurance Co. v. Fahrney*, (1918), 132 Md. 222, 103 Atl. 450.
[18] *Landau v. Pacific Mutual Life Insurance Co.*, (1924), Mo., 267 S.W. 370.
[19] 37 ALR 171-180, pp. 176-177.
[20] *Home Beneficial Association v. Sargent*, (1891), 142 U.S. 691, 35 L ed 1160, 12 S Ct 332.
[21] *Hodson v. Great Camp*, (1911), 47 Ind. App. 113, 93 N.E. 861.
[22] *South Atlantic Life Insurance Co. v. Hurt*, (1913), 115 Va. 398, 79 S.E. 401.
[23] *Metropolitan Life Insurance Co. v. DeVault's Administratrix*, (1909), 109 Va. 392, 63 S.E. 982.
[24] Black, H. C., *Black's Law Dictionary*, 5th ed., West Publishing Co., St. Paul, MN, 1979, p. 1286.
[25] Black, H. C., *Black's Law Dictionary*, 5th ed., West Publishing Co., St. Paul, MN, 1979, p. 727.
[26] Black, H. C., *Black's Law Dictionary*, 5th ed., West Publishing Co., St. Paul, MN, 1979, pp. 727, 914.
[27] *Hartenstein v. New York Life Insurance Co.*, (1952), 93 Ohio App. 413, 113 N.E. 2d 712.
[28] *New York Life Insurance Co. v. Trimble*, (1934), C.C.A. 1934, 69 F 2d 849.

Address requests for reprints or additional information to
William Massello III, M.D.
Assistant Chief Medical Examiner
Office of the Chief Medical Examiner, Western Division
Commonwealth of Virginia
920 S. Jefferson St.
Roanoke, VA 24016