

for the suggestion—which ought never to have been made—that the plaintiff had fraudulently prevented recovery from his injury; nor had his recovery been prejudiced or delayed by the use made of his automobile; nor was there any evidence to warrant the allegation that the condition of the plaintiff's arm was the result of syphilis.

The condition of the arm can be explained only by the presence in the plaintiff's system of tuberculosis in some form; and up to the present time the condition of his arm is such as to amount to complete disability within the meaning of the policy. The plaintiff's injury entirely precludes him from doing any special work on the eye, ear, nose, and throat—which is the thing that constitutes total disability within the meaning of the policy.

But it was said that the bodily injury did not result, independently and exclusively of all other causes, in his total disability; for the disease which had intervened, and which was said to be, to some extent at any rate, responsible for the present condition, was another cause within the meaning of the policy. This is too narrow a reading of the policy. The tuberculosis in the system was harmless until, as the direct result of the accident, it was given an opportunity to become active. This diseased condition was not an independent and outside cause, but a consequence and effect of the accident.

Reference to *Coyle or Brown v. John Watson Limited*, [1915] A.C. 1.

The germs present in the plaintiff's blood are not different in principle from the septic germs which originate putrefaction, everywhere present when conditions are not entirely aseptic, and cannot be regarded as other causes intervening to bring about the injury. Their lodgment in the wounded tissue is as much the consequence and effect of the accident as the carrying of the germs into the wound in *Mardorf v. Accident Insurance Co.*, [1903] 1 K.B. 584, or the lodgment of the germ of pneumonia in the collier's lung in the *Coyle* case. This is in accordance with *In re Etherington and Lancashire and Yorkshire Accident Insurance Co.*, [1909] 1 K.B. 591, followed in *Youlden v. London Guarantee and Accident Co.* (1912-13), 26 O.L.R. 75, 28 O.L.R. 161. These authorities are binding, and are to be preferred to American cases such as *Penn v. Standard Life and Accident Insurance Co.* (1911), 42 L.R.A. (N.S.) 593.

Judgment for the plaintiff for the amount claimed, with interest and costs.