

by the accident. The case seemed to depend wholly upon three questions of fact: (1) Was the existence of that weakness a breach of the plaintiff's warranty that he was in sound condition physically? (2) Was the accident the cause of the plaintiff's injury now existing? (3) Is the injury total disability?

The findings of the trial Judge on these three questions, in favour of the plaintiff, could not be disturbed; and the appeal should be dismissed.

RIDDELL, J., read a judgment in which he discussed the evidence and the grounds of defence urged, and referred to some cases. He agreed with the views of the trial Judge.

LENNOX, J., in a short written opinion, stated that he agreed with the reasons of the trial Judge.

MASTEN, J., concurred.

*Appeal dismissed with costs.*

SECOND DIVISIONAL COURT.

JUNE 9TH, 1916.

\*SHARKEY v. YORKSHIRE INSURANCE CO.

*Insurance—Live Stock Insurance—Construction of Policy—Commencement of Period of Liability—Death Occurring after Delivery of Policy and Payment of Premium—Disease Contracted Earlier on same Day.*

Appeal by the defendants from the judgment of LATCHFORD, J., ante 108.

The appeal was heard by MEREDITH, C.J.C.P., RIDDELL, LENNOX, and MASTEN, JJ.

W. N. Tilley, K.C., and Oscar H. King, for the appellants.  
Sir George Gibbons, K.C., for the plaintiff, respondent.

RIDDELL, J., read a judgment, in which he said that, in his view, there was no need to consider anything except what appeared in black and white on the face of the documents.

What was insured was "any animal . . . (which) shall during that period die from any . . . disease . . . contracted after the commencement of the company's liability hereunder"—"that period" being "up to noon on the date of expiry of this