

The statute does more than merely enumerate the kinds of property intended to be protected, for it gives to the railway company an insurable interest in the property, for which under the statute it is made responsible. And upon the question of intention this is, I think, of considerable importance, because it was clearly intended that the whole risk might be insured against, and it is, therefore, quite legitimate to consider the matter from the insurance standpoint in a search for the true intention, always, of course, having regard to the language of the statute. Insurance to be useful must, it is needless to say, be made in advance of the loss. The subject matter need not, it is true, be fixed property, for movable property may be, and constantly is, insured, although usually, I think, affixed by description as at some particular place, or else in transit. The description of the property to be insured, that is, where it is and what it is, is the basis upon which the premium is calculated and the contract made. Chattels described as at a particular locality would cease to be covered on removal elsewhere; see *Pearson v. Commercial Union Insurance Co.*, 1 App. Cas. 498; because, as pointed out by Lord Chelmsford, at p. 505, "an insurance against fire necessarily has regard to the locality of the subject matter of the policy, the risk being probably different according to the place where the subject matter of the insurance happens to be." A crop grown on lands along the route of the railway would certainly cease to be covered if removed to a place beyond the route of the railway. And, conversely, after the contract was made, and except upon consent or by virtue of special terms in the contract, the risk could not be materially increased by the assured bringing into the territory or place intended to be covered, a crop not grown there. And if the assured might not so increase the risk, there would be still less justification for permitting, or for supposing that Parliament intended to permit, a third person, not a party to the agreement at all, to do so. Any other construction would lead to extraordinary results. A farmer having a farm miles away from the railway might rent an acre of land on a railway siding in the village, and team and stack there ready for shipment, a thousand dollars' worth of hay, which, without expense or trouble to him, would be practically insured for as long as he chose to leave it there. And, if not consumed, he might ship it by the railway to a distant city, for sale, and again unloading it near