object for which the parties had expressly provided, and therefore there was an insurable interest in *Linton*. An interest quite as strong and stronger than in many of the cases before mentioned, and an interest quite sufficient according to the terms and definition of what will constitute an insurable interest. 1866. Davies v. Home Ins. Co.

It has been doubted, though not argued, whether such a case has been stated on the record as will entitle the plaintiff to judgment. Whether such a compliance has been averred by the transferees with the conditions of the policy as shew that they have duly performed all conditions precedent and done all such things as to entitle them to maintain this action.

There is the general averment of all conditions having been fulfilled and of all things having happened to entitle the plaintiff to bring his action.

I believe exception is taken to that part of the declaration which sets out the condition that, "if the property to be insured be held in trust or on commission, or be a leasehold or other interest not absolute, it must be so represented to the defendants, and expressed in the policy in writing, otherwise the insurance as to such property shall be void," it being contended that *Linton* did not represent to the defendants that the property which he insured was in respect of an "interest not absolute," and that *this* interest was "not expressed in the policy in writing," and therefore that the insurance was void. Judgment.

The declaration does shew the exact transaction between *Claxton*, *McMillan*, and *Linton* before mentioned, and it then proceeds "and the said policy in pursuance of such agreement with the consent of the defendants obtained in writing on the said policy, was then assigned by *Claxton* to *Linton* in trust as aforesaid, and for the purpose aforesaid, and the defendants before and at the time of such consent had full knowledge and notice of all the facts aforesaid."