A partner for a firm insured cotton, property of the firm. By mistake the policy described the partner (the insured) as if insuring his own property. A bill was filed in equity after the fire, to have the policy reformed so as to read for the partnership. *Keith et al.* v. *Globe Ins. Co.*, Illinois, 1869; 4 Am. Rep.

§ 115. *Insurance for a person to be named.*

The name of the insured is sometimes kept secret till necessary to be disclosed. Troplong, mandat, No. 549.[1] The broker or agent of the insured in such case declares that he takes the insurance for account of a person to be named. Once the person is named the insurance is held to have always been his. *Ib.* Or the insurance may be "pour compte de qui il appartiendra." *Ib.*, No. 554.

Where Peter, without mandate, insures for Paul, Paul's property, his action must be approved "*en temps utile*," or it is valueless. This is to prevent gambling. "*Temps utile*" here is equivalent to *rebus integris*, before the loss. *Ib.* No. 626. But there are cases of implied mandate, and in such cases the *mandant* need not have ratified before the loss. *Ib.* No. 625.

The agent may take the insurance in his own name if the conditions of the policy do not prohibit, but read that insurances generally are for the insured or whoever may be interested.[2]

§ 116. *Interest, part personal and part as trustee.*

A person having an interest in his own name in part, and in quality of trustee for the rest, may insure all in his own name under a general description. Phillips, § 392.[3] So (says Phillips) a policy on a building described by the assured to be "his mill" was held applicable to his interest both as owner and mortgagee.[4]

[1] Observe: Nature of interest must be specified by our Code, Art. 2571.

[2] *Browning* v. *Provincial Ins. Co.*

[3] *Hiscox* v. *Barrett*, cited in 16 East, 145. *Murray* v. *Col. Ins. Co.*, 11 Johns., is *contra*.

[4] *Lawrence* v. *Col. Ins. Co.*, 2 Peters, cited; and *Irving* v. *Richardson*, 2 B. & Ad.

Interest of co-partnership cannot be given in evidence to support averment of individual interest.[1]

Averment of interest of a company cannot be supported by proof of a contract relating to the interest of an individual.[2]

In Lower Canada three men may by one policy insure "to the extent of their respective interests for £1,000."

§ 117 *Insurance on joint account.*

Where several are jointly interested, and a policy is made on their joint account, it is not sufficient to state that one was interested, and that the policy was for his account, and where he had got a verdict it was set aside.[3]

If one own only a fourth of a thing, but insure it generally, he will only recover to the extent of his interest, but he can recover to that extent.[4]

A joint tenant has an interest in the entirety entitling him to insure it, but unless he insure for all expressly he can only recover part of any loss. *Page* v. *Fry*, 2 Bos. & P. 240.

An insurance by one of several tenants in common will not protect the shares of the others; each of such tenants' interest is distinct from his co-tenants' interest. But, I take it, one can insure a ship property of self and others part owners, and for all, if expressly so insured.

In New York and in Pennsylvania a judgment creditor cannot insure specific buildings of his debtor. It is otherwise in the Province of Quebec.

One of two co-heirs insured a house, property of himself and co-heirs, as owned by assured. He was held entitled to recover only half of the loss.

[1] Per Marshall, Ch. J., 2 Cranch 440. This is the correct principle. The decision by Kent in *Holmes* v. *U. Ins. Co.*, 2 Johns. R., seems wrong; that one of several partners can separately insure a thing of the firm, and that an averment that he had interest to the amount will be supported by proof of the partnership interest to that amount. See *Lawrence* v. *Van Horn*, in note to 16 East.

[2] *Graves* v. *The Boston M. F. Co.*, 2 Cranch. Graves is insured to the extent of his own interest, but his co-partner is not. *Page* v. *Fry*, 2 Bos. & P., was refused weight in the above case in 2 Cranch.

[3] *Bell et al.* v. *Ansley*, 16 E. R.

[4] *Lawrence* v. *Van Horn*, 1 Caine's R.