in or about the building, except in the stove where it was intended to be built. This fire did not spread from where it was built and intended to remain. It was therefore all the time during the alleged injury and damage to the goods what is termed in the books a "friendly" and not a hostile fire. It is tru e there is sound authority for the proposition that an assured can recover loss occasioned by smoke, soot, etc., thrown out by a fire; but we think in these cases it will be foun that such matter causing injury was the product of a hostile fire. If a fire should break out from where it was intended to be, and became a hostile element by igniting property, although it might not actually burn the property insured, yet if it caused injury thereto by smoke and heat, or other direct means, damages would be recoverable. But this is not the case. In Wood on Fire Insurance, Vol. 1, Section 103, the following proposition is announced, directly applicable to the facts in this case: "Where fire is employed as an agent, either for the ordinary purposes of heating the building, for the purpose of manufacture or as an instrument or art, the insurer is not liable for the consequences thereof, so long as the fire itself is confined within the limits of the agencies employed, as, from the effects of smoke or heat evolved thereby, or escaping therefrom, from any cause whether intentional or accidental. In order to bring such consequences within the risk, there must be actual ignition outside of the agencies employed, not properly caused by assured, and these, as a consequence of such ignition, dehors the agencies." This seems to have been an early proposition decided in England, and the author refers to that decision in a note to the text ust quoted. See Austin vs. Drew, 6 Taunt. 435. In the case of Gibbons vs. German Ins. Institution, 30 Appellate Reporter (Ill.) 263, it was decided that an ordinary fire insurance policy does not cover a loss caused by escaping steam from a break in a steam heating apparatus. Gary J., says in his opinion that in principle that case was the same as Austin vs. Drew, where by means of opening a register in an upper story of a seven or eight-story building, smoke and heat came into the lower stories and caused damage. He quotes the following language from Gibbs, C. J., in that case; "There was no fire except in the stove and flue,—as there ought to have been,—and the loss was occasioned by the confinement of the heat. Had the fire been brought out of the flue, and anything had been burnt, the company would have been liable. But can this be said where the fire never was at all excessive, and was always confined within its proper limits? This is not a fire within the meaning of the policy, nor a loss which the company undertakes to insure against. They may as well be sued for the damage done to drawing room furniture by a smoky chimney." In the language of Gary, J., in his opinion: "If the fire were a moral agent, no blame could be imputed to it. It was doing its duty and no more. The damage was caused by another agent, who, undertaking to transmit the beneficial influence of the fire, broke down in the task." See case of American Towing Co. vs. Germania Fire Ins. Co., 74 Md., 25, and the able opinion of Alvey, C. J., page 34 et seq.

Nor is the plaintiff entitled to recover any damages caused by the water used in cooling a portion of the ceiling heated by the pipe. In the proofs of loss it is not claimed that anything was actually ignited by this heat, and it does not appear that the use of the water was necessary to prevent the ignition.

2. It is not contended that the court erred in refusing to allow plaintiff's counsel to show that after making out their proofs of loss, they discovered that some of the laths and joists had actually become ignited, and were charred. Even if this were true, and damages were caused to the property of plaintiff by this ignition, it would not have been admissible in the trial of the present case, for the reason that no proof thereof had been made and presented to the company prior to the institution of this suit; and it does not appear from the record that this fact was not discovered by plaintiff before suit was brought. Besides, there was nothing in the testimony offered which in the least tends to indicate that any injury or damage was done the goods of the plaintiff by virtue of the igniting or charring of the laths or joists of the building. It is not pretended even that the smoke and soot which injured the property proceeded from that fire. Our conclusion, therefore, is that the court did not err in rejecting the testimony offered, and in granting a non-suit.

Judgment affirmed. All the justices concurring.

AN INTERESTING APPEAL TO CONGRESS.

The Mutual Life is asking the United States Congress for an early investigation into all the facts relating to the expulsion of the company from Prussia, and, incidentally, for redress of its grievances. They want a committee of experts sent across the seas to make a rigid enquiry into the treatment accorded the Mutual Life by the Prussian government. The company presents its case in very vigorous fashion, and seems to be fully impressed with the righteousness of their cause, and to be smarting under the sense of intolerable injustice.

The Boston "Standard" of the 29th ult. says, that the story of the treatment accorded to the Mutual Life cannot but appeal to the "inherent American sense of justice, and adds:—

This is the culmination of the protracted negotiations, recently broken off, for the company's readmission to Prussia. The Mutual offered to deposit 100 per cent. of its reserve fund on Prussian policies in Prussian consols, and in January it was announced that if this were done the government would waive the requirement calling for the disposal of the company's stock investments, amounting to $30,000,000. The New York Life, it will be remembered, by agreeing to dispose of all its stocks, was required to deposit only half the reserve on Prussian policies. Late in February came a cable saying that the Prussian minister of the interior hesitated to admit the company on the conditions named. Mutual Life officials laughed at this, but evidently the cable was right, for later the Prussian government insisted that the company, in addition to the proposed deposit, should agree not to invest in stocks beyond a certain percentage of its assets. The Mutual declined to do this, and the negotiations came to an end.

The petition, which is signed by President McCurdy and Secretary Easton, recites how, at heavy expense and without hope of immediate returns, the company entered Prussia in 1886, buying land, erecting a building in Berlin, and establishing agencies, all with the full and free consent of the government, which, after a satisfactory examination of its affairs, formally licensed it to do business. But all this has been changed. The petition tells how:

That, unmindful of those principles of equity, fair dealing, and reciprocal toleration which the humblest citizen of the United States had a right to expect from the Prussian government, and which are applied by the government of the United States, and of the several states, in their treatment of Prussian citizens and corporations, the government of Prussia has subjected your citizens since the granting of its original concession to a long series of impositions and exactions, apparently intended to drive your petitioner from the kingdom of Prussia, culminating on the 14th day of August, 1895, with its actual expulsion from the kingdom of Prussia without a hearing, although such hearing had been promised in writing to your petitioner for the 18th day of August; and although your petitioner's methods of doing