without any fault on the part of the insured, are lost or stolen during the confusion caused by a fire, or whilst being removed from the burning premises, ought to be borne by the insurers."[1]

With respect to the removal of goods, it has been held[2] that the consent of the insurers beforehand is not required. Consent after removal, or ratification of the act, with a full knowledge of the facts, is equivalent to consent previously.

Under the first of the above clauses, if insurance be "against total loss only," if anything be saved, *semble*, as there can be no abandonment, the insurers are free; but the saved portion ought to be of some value; a house ought to be held totally lost, though some wall of it might be left standing, or *say* a stack of chimneys.

A building is threatened; the insured removes his things. The building escaped. Damage and expense of removal are sued for. Held (two justices dissenting) that he could recover; *White* v. *Republic & Relief Ins. Co.*, 57 Maine.

§ 190. *Thefts.*

Losses from thefts, at or after fire, are generally excepted in the French policies, and sometimes are so by English policies,—"The Queen," for instance.

In France, some hold that without the express exception, even *vols* and *soustractions* are not losses on the insurers (Boudousquie). Others differ from him.

The Civil Code of Holland puts such losses on the insurers. In Maine, U.S., such losses are put on the insurers.[3] So in Lower Canada now,[4] though formerly it was held otherwise.[5]

The fact of French policies expressly excepting, might lead us to say that the French law (in the absence of the exception) would put the loss on the insurance company.

Some conditions stipulate non-liability for losses from thefts in removals of goods.

The Royal Insurance Company condition states:—"This Company shall not be liable, by virtue of this policy, for any loss by theft at or after a fire."

In default of such condition, the insurers would be liable where a building has been fired, and furniture is removed and some stolen so. Bunyon.

§ 191. *Termination of policy by bankruptcy.*

Some companies stipulate that the policy shall end if the insured become bankrupt. This is a good condition; but *état de liquidation judiciaire* is not bankruptcy. The consequences of bankruptcy generally are different from the consequences of *état de liquidation judiciaire.*[1]

§ 192. *Usufructuary and nu-propriétaire.*

The usufructuary may insure the house subject to his usufruct. If fire happen, he can take the insurance money.[2] If the *nu-propriétaire* insure the house and it burn, he takes the money and need not employ it in rebuilding.[3] Yet it is said that the usufructuary can make the *nu-propriétaire* allow him the interest.[4]

By the Code Napoleon,[5] the usufructuary is liable for loss by fire of the house of which he has the usufruct, unless he prove that the fire was without fault on his part. In Quebec province, there is no presumption of fault against the usufructuary. Demolombe to the same effect.

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*INSOLVENT NOTICES, ETC.*

*Quebec Official Gazette, Oct. 11.*

*Judicial Abandonments.*

S. Boucher, St. Hyacinthe. Oct. 3.
Armand Boyce, Montreal, Oct. 1.
Joseph Landsberg, trader, Sherbrooke, Oct. 8.
Archibald McCallum, jeweller, Quebec, Oct. 4.
Alexis Therriault, general merchant, Fraserville, Oct. 6.

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[1] Such alone in the particular case were the plaintiff's losses, fire having occurred in the house next to him.
[2] *Williamsburg City F. Ins. Co.* v. *Cary*, Superior Court of Illinois, 15 Alb. L.J., p. 169.
[3] Law Rep., A.D. 1863-4.
[4] Harris case, *ante*.
[5] 1 Rev. de Lég., p. 116.

[1] Dalloz, Rec. per. of 1854, 2nd part, p. 167.
[2] Grun & Joliat, No. 86.
[3] 25 Aug., 1826, Colmar.
[4] *Ib.*; *contrà* Grun & Joliat, No. 91.
[5] "Il y a présomption de faute contre lui," C.N., 1302, 1315, 1318. Sirey, Dalloz, A.D. 1837. Proud'hon, Tome III., No. 1551, is against this. Our Lower Canada Civil Code seems to enact such presumption strictly against the lessee only, and in favor of the lessor *only*. (C.C. 1629, 1630.)