repurchase of the property before loss, will not, on general principles, affect his claim. Intermediate injuries to the property will, of course, not be protected because they are not losses to the party insured, but it is otherwise with injuries after a repurchase, and it seems that they properly come within the scope of a contract of insurance, the spirit of which is to secure indemnity to the assured. Instances are frequent of the suspension of risks by reason of the unseaworthiness or hazardous use of the property insured, and their subsequent revival by the restoration of the navigability of the vessel, or the cessation of the hazardous use of the premises, and there appears to be no reason why, if the insurers are not thereby prejudiced, a similar suspension may not take place on account of the temporary want of an insurable interest.[1]

Dangerous principles! Certainly totally unsound under clauses such as usual American policy one, making the insurance cease or the policy thenceforth void in case of any transfer of the interest of the insured in the property insured or of any change of title in the property insured. "The risk is merely suspended by the alienation and is revived by the repurchase," says Shaw, in a note to Ellis; and he cites Power v. Ocean Ins. Co., 19 La. R.

That was a case decided upon special grounds. The law of Louisiana says that if the buyer do not pay, the seller may sue *en resolution* of the deed of sale. The judgment proceeded upon a finding by the court that an absolute sale had not taken place, but one with a resolutory clause in it (this not written, but implied). In this case the purchaser had held about six months, and the resolution of the deed of sale was by voluntary deed. The seller never absolutely divested himself of all interest, said the court. The policy read: "In case of any transfer or termination of the interest of the insured, "either by sale or otherwise, without such "consent" (of the insurance company,) "this "policy shall from thenceforth be void and "of no effect."

The reasoning of the court in this case I cannot approve; sale with resolutory clause in it had not been made.

Under the Civil Code of Louisiana, as under the Code of France, the sale is not *resolue de plein droit* by the purchaser's nonpayment of price. The risk, if the property perished, was on the purchaser, after his purchase until sentence of resolution, previously to which the seller must, of course, make a *demande en justice*. It is not on the principle that there never was a sale, says Merlin, that on default of payment the sale is *resolu*. Qu. de Droit, vo. "Enregistrement." Though a sale be on credit, that sale, followed by tradition of the property sold, expropriated the seller, and the judgment *en resolution* afterwards rendered, is an *acte judiciaire translatif de propriété*, says Merlin. Whether, after a sale, the resolution be by judgment, or by a voluntary deed, the consequences are the same.

In 2 Am. Lead. Cas., it is said that the insurance of a house will endure after the right of ownership has been divested by a sale (for the protection of the interest of the vendor in the price.) The only effect of a sale of the house insured is to debar the owner from recovering damages for a loss which *happens to others*, without avoiding the contract or precluding right to show that the property was repurchased and again brought within the operation of the policy. (I cannot approve of this.)

The risk is merely suspended by the alienation, and is revived by the repurchase.[1]

In Power's case he was not to sell. He agreed not to; his agreement was irrevocably broken on his selling; in vain afterwards could he or did he remit things to their first condition. *Conditio quæ deficit non restauratur.*

"Une fois que la condition a manqué les evénemens postérieurs ne peuvent plus la faire revivre." L. 41, § 12, de fideicomm: lib: (*semble*) may be applied to insurance contracts.

Transfer, if merely nominal, is said not to defeat the right of the assured to recover; sed? see 8 L.C.R. *McGillivray* case.

If, during the policy, the insured transfer

[1] See 1 Phillips Ins. p. 63, and 2 Am. Lead. Cas., p. 434.

[1] *Lane* v. *Maine Mut. Fire Ins. Co.*, 3 Fairfield, 44; *Power* v. *Ocean Ins. Co.*, 19 La. R., 28.