

Lords Atkinson, Shaw, and Moulton.]

[March 14.]

NATIONAL PROTECTOR FIRE INSURANCE COMPANY v. NIVERT.

Fire insurance—Policy—Construction—Provision that interest of insured in property should not be transferred—Provision that other policies should be declared and mentioned.

This was an appeal from a judgment of His Majesty's Supreme Court for the Ottoman Dominions in favour of the respondent, the plaintiff below, in an action brought by him against the appellant company to recover 1200*l.* under two policies of fire insurance in respect of the loss sustained by him through the destruction of the insured property by fire.

A policy of insurance against damage by fire provided that a transfer by the insured of his interest in the property should render the policy void.

Held, that a lease of the property for one year, the lessor continuing to pay the insurance premium, did not amount to a transfer of interest within the meaning of the conditions.

The policy further provided that the existence of other insurances should be declared to the insurers and mentioned in the policy or by indorsement on it.

Held, that the fact of the existence of further insurances was all that need be mentioned, and that the names of the insurers with whom they were effected need not be stated.

Judgment of the Court below affirmed.

E. F. Spence and *J. F. Collinson*, for the appellant company.
F. D. Mackinnon, for the respondent.

Dominion of Canada.

[SUPREME COURT.]

Ont.]

[May 6.]

STONE v. CANADIAN PACIFIC RY. CO.

Railway—Negligence—Foreign Car—Protection of Employees
—*R.S.C.* (1906), c. 37, s. 264, s.-s. 1 (c).

The Canadian Pacific Railway Co. had received a car with freight from the Wabash Co., and before returning, used it in a