sured for his share? The plaintiffs declared in two counts: The first alleged interest in both plaintiffs at time of insurance and of fire. The second alleged interest in one only. Joint action by both would be repelled in Quebec, one of the nominal plaintiffs being without interest; but judgment in such an action would yet go in favor of the original insured who had never alienated. He would get judgment *pro rata*. Angell, § 198, disapproves the above judgment. His note 3 to § 198, I disapprove. I think that *Cockerill* v. *Cinc. M. F. Co.*, referred to by him, was rightly decided.

The American Ætna policy condition (No. 2), literally would apply even to moveables, and to prevent changing of furniture, yet the jurisprudence is against the doctrine that the insured cannot change the furniture of his house.

Under such a clause as in the American policy, *supra*, where two persons hold property jointly and insure, and one conveys to the other, the policy is avoided *in toto*, so I hold. Yet, Angell, § 198, says: "only for the share conveyed." I would only agree with Angell in such a case as this: four insure, each for £100, a house owned by them jointly. In this case the insurance might be held though by one policy.

A trustee insures as trustee. He goes out of the trust and another is named, and after a fire, claims. In this case it was held that title to the property was not changed, and the action was maintained.[1] So, it would seem, if one tutor insure, and another succeed him; the latter shall recover after a loss, though there be a condition against change of property or possession by legal process, &c. Yet, suppose A to insure a house of which he is usufructuary; afterwards he becomes proprietor; afterwards fire destroys the house. In France A could recover nothing, for his quality had changed.

When the property insured has been sold and delivered or otherwise disposed of, "so that all interest or liability on the part of the assured has ceased."[2]

[1] *Savage* v. *Howard Ins. Co.*, 7 Alb. Law Journal, 140.

[2] This is part of one clause in policies of the Royal Insurance Company.

Insurance was effected for $4,000. The insured sold the property insured for $1,000 cash, and a mortgage was given back for $7,000. A fire happened. Held, that the property was not sold and transferred within the meaning of the condition. The insured had still an insurable interest therein, and had not parted with all insurable interest therein;[1] there was not forfeiture.

In a case at Quebec, A insured for $800. After the insurance the property was sold for taxes to B. Plaintiff A says: "that did not finally divest me," and before the fire he had redeemed his property. Held, the plaintiff did not lose his ownership by the sale for taxes; no absolute conveyance of title was to B. Judgment for A against the insurance company.[2]

A policy read, that in case of any change of title, etc., policy to cease. Four months before the fire the insured died, and his four heirs became entitled and vested. The policy was held of no use.[3]

A became a bankrupt; B, the statute assignee, insured the stock for the benefit of the estate. The creditors changed the assignee, and C became assignee. A fire occurred. Had the new assignee, without notice to the company before the fire, right to sue afterwards? The original Court held the negative. The judgment was reversed.[4]

A insures goods. He sells them to a firm in which he is a partner. Held, not to be fatal to A, because he did not sell all his property.[5]

Art. 2577 C. C. of L. C. A transfer of in-

[1] *Savage* v. *Howard Ins. Co.*, 7 Alb. Law J., p. 140.

[2] *Paquet* v. *Citizens Ins. Co.*, 4 Q. L. R. 230.

What of *vente à réméré* in France? Rolland de Villargues, p. 57, says the *vendeur à faculté de réméré* ceases to be proprietor; he is *complètement dessaisi*, Vo. *Réméré*.

[3] *Lappin* v. *Charter Oak F. and Marine Ins. Co.*, New York, 1870; Vol. 5, Bennett's Ins. Cases; followed in 1878. Alb. L. J., June 1.

It would be so in Quebec unless there were a condition to the contrary. The policy in the above case could not have contained the exception of the Royal Insurance Company's policy, "except in cases of succession by reason of death of assured," and this exception is in our Civil Code, Art. 2576. But would the Civil Code override a policy not having such exception? *Semble*, Yes.

[4] *Elliott* v. *Nat. Ins. Co.*, 1 Legal News, 450.

[5] *Cowan* v. *Iowa State Ins. Co.*, 20 Am. Rep. 583.