ing house; $800 on furniture, &c.: One condition of the policy required the nature and amount of any incumbrances on the property insured to be stated, and the insurance was to be void in the case of any mis-statement, or concealment. The policy declared: "No incumbrance except the *Petrie* mortgage." There was really an incumbrance on the house beyond this. The Court held that the policy was void in consequence, and that the insured could not recover loss on house, *or* furniture. The plaintiff was non-suited, and afterwards a new trial was refused him.[1]

In France an insurance on different objects is, as a general rule, divisible, and nullity of insurance of some may be, and policy subsist for others. Orleans, 4 July, 1846. But stipulation may regulate otherwise.

Suppose A to insure by one policy £500 on his house in St. Paul street, and £500 on his house in St. Peter street. Afterwards he sells the house in St. Paul street. Because he does not declare that sale, and obtain the consent of the insurers, will he lose the benefit of his insurance on his house in St. Peter street, if it be burnt? It depends upon his policy. If the policy be silent as to alienations, he will not; but if it read prohibiting the property insured by this policy being transferred, in whole, or part, under pain of the policy ceasing, or of the insurance ceasing, he will. Under the English clause at head, I think insurance would only be vacated *pro rata*, though the case is not free from doubt. Such clauses ought to be construed against the insurers (I should say) if doubtful.

§ 189. *Removal of property to escape fire.*

"In cases of fire, or of loss or damage thereby, or of exposure to loss or damage thereby, it shall be the duty of the assured to use all possible diligence in saving and preserving the property. And if they shall fail so to do, this Company shall not be held answerable to make good the loss and damage sustained in consequence of such neglect. And it is mutually understood, that there can be no abandonment to the assurers of the subject assured."

Ordinarily injuries to property by removing it, from fear of combustion, and expenses in saving it from destruction, are not losses within the policy; so agreement is common on the subject. In France the policies generally provide that property may be removed when in danger of fire, and that the insurers will bear the costs.

The following is the clause usual in the United States policies:—

"In case of the removal of property to escape conflagration, the Company will contribute *ratably with the assured* and other companies interested, to the loss and expenses attending such act of salvage. But the Company will not hold themselves liable for any loss or damage upon goods removed from any building not actually on fire, contrary to the declared desire of any officer or agent of the Company, or not being ordered or sanctioned by such officer or agent, when personally present, and in a situation to be consulted by the assured."

Notwithstanding such conditions, the insured is to be paid his full loss.

Injury to goods of the insured by water or from goods being stolen in the confusion of a fire are within the terms of the policy, and the insured is to be paid for such.[1]

The insurance in this case was for not exceeding £1,000. The defendants contended that as to loss by goods damaged, lost, or stolen in removal, they were only ratably to contribute. The Court held that ratable contribution was to be confined to mere expenses of any salvors, or expenses of saving what was saved. The insured recovered £397.14.8, his total loss by partial damage to goods, and by lost or stolen goods. It was held that the clause at the head gives the insured a remedy for something beyond compensation for his goods destroyed or injured in consequence of a fire. And so in the Harris case, Quebec, A.D. 1866, Meredith, C.J., in charging the jury, said: "The rule which I think you may follow in this case is that which was laid down lately by Mr. Justice Monk, in the case of *McGibbon* v. *The Queen Insurance Co.*, and which afterwards received the sanction of the Superior Court of Montreal, namely: That the value of goods which,

[1] *Smith* v. *Empire Ins. Co.*, 25 Barb. R., Oct. 1857.

[1] *Thompson* v. *Montreal Fire Ins. Co.*, 6 Q.B. and Pr. Rep. U. C.