

1866. ^{Davies} ^{v.} ^{Home Ins.} ^{Co.} be sufficiently stated from the observation of Lord *Eldon* in *Lucena v. Crawford* (a), from which it would appear it need not be so great as a certainty, and must not be so low as a mere expectancy, and he adds: "nor am I able to point out what is an interest unless it be a right in the property or a right derivable out of some contract about the property, which in either case may be lost upon some contingency affecting the possession or engagement of the party," many others might be stated, but they are very fully referred to in the judgment of the Court below.

I shall only add further, the one given in *Seagrave v. The Union Marine Insurance Company* (b): "The general rule is now that to constitute interest insurable against a peril it must be an interest such that the peril would by its proximate effect cause damage to the assured." It may aid a good deal by shewing what may be the subjects of insurance; the following are some of them:

Judgment.

FREIGHT.—*Flint v. Flemmyng* (c), *Devaux v. J'Anson* (d).

MONEY ADVANCED ON FREIGHT.—*Mansfield v. Maitland* (e).

PROFITS ON CARGO.—*Barclay v. Cousins* (f), *McSwiney v. The Royal Exchange Assurance Co.* (g).

PROFITS OF A BUSINESS.—*Wright v. Pole* (h).

SALVAGE PAID BY THE OWNER.—For he has a lien for the same on the goods: *Briggs v. Traders' Association* (i).

(a) 2 N. R. 321.

(c) 1 B. & Ad. 45.

(e) 4 B. & A. 582.

(g) 14 Q. B. 634.

(b) L. R. 1 C. P. 320.

(d) 5 B. N. C. 519.

(f) 2 East 544.

(h) 1 A. & E. 621.

(i) 13 Q. B. 174.