The whole facts shew that the parties never intended to let the policy drop, but that it was to be kept on foot for the benefit of *McMillan* and *Linton* or of one of them; with whom or between whom the whole property in the goods lay.

The subject of insurance must be properly described, but the nature of the interest may in general be left at large: *Crowley* v. *Cohen* (*a*).

It is a matter of fact whether on the transfer of property the policy has also been transferred, for a policy does not pass with the property from vendor to vendee, by the mere fact of sale: *Poole* v. *Adams* (*b*). Nor is the unpaid vendor entitled to the benefit of a policy effected by the vendee: *Neale* v. *Reid* (*c*).

I am not sure this action would have failed even if *Linton* had not had an insurable interest, because it appears in the declaration that all parties intended to keep alive the policy for the protection of the goods covered by it, and an interest does appear to be plainly in some one, either in *Linton* or in *McMillan*, and in which of them, unless the policy make it imperatively necessary that the precise interest and the person in whom that interest is vested should appear, is not I think of any consequence. Judgment.

The rule of Trinity Term, 1856, No. 3, provides that the interest of the assured may be averred thus: "That A. B. C. & D. [or some or one of them, were or was interested, &c.,] and it may also be averred that the insurance was made for the use and benefit and on the account of the person so interested."

The definition of an insurable interest may perhaps

(*a*) 3 B. & Ad. 478. (*b*) 12 W. R. 683.
(*c*) 1 B. & C. 657.