his loss, but that he had made as careful an estimate as the nature and circumstances of the case would admit of, and found the loss to be between $3,000 and $4,000.

An action on the policy was defended on the ground of non-compliance with said condition. On the trial the jury answered all the questions submitted to them, except two, in favour of N. These two questions, whether or not N. could have made a tolerably complete list of the contents of his store immediately before the fire, and whether or not he delivered as particular an account etc. (as in the conditions), were not answered. The trial judge gave judgment in favour of N. which the court en banc reversed and ordered judgment to be entered for the company.

Held, affirming the decision of the Court en banc (25 N. S. Rep. 317), that as the evidence conclusively showed that N., with the assistance of his clerk, could have made a tolerably correct list of the goods lost, the condition was not complied with.

Held, further, that as under the evidence the jury could not have answered the questions they refused to answer in favour of N., a new trial was unnecessary and judgment was properly entered for the company.

Appeal dismissed with costs.

Borden, Q.C., for the appellant.
Harrington, Q.C., and *Mellish* for the respondents.

20th Feb., 1894.

SALTERIO v. CITY OF LONDON FIRE INS. CO.

Nova Scotia.]

Fire insurance—Condition against assigning policy—Breach of condition.

A condition in a policy of insurance against fire, provided that if the policy or any interest therein should be assigned, parted with or in any way encumbered the insurance should be absolutely void, unless the consent of the company thereto was obtained and indorsed on the policy. S., the insured under said policy, assigned by way of chattel mortgage, all the property insured and all policies of insurance thereon, and all renewals thereof to a creditor. At the time of such assignment S. had