

surer of property is the amount he has at risk upon it.¹

§ 97. *Consignee with power to sell.*

In New York a consignee or commission merchant, in possession of goods with a power to sell the same, may insure them against fire in his own name to their full value.²

The Court in this case lay stress upon the fact that the insured was something more than a naked consignee, and because he is intrusted with a power to sell, they put his interest upon the same ground as that of a trustee, and whatever amount he may recover from the insurers he will hold in trust for his consignors. This case has been recognized as authority in Kentucky in the case of *Jackson v. Aetna Ins. Co.*, reported in Am. Law Reg. Apr. No. 1854, p. 374.

§ 98. *Person who has contracted to purchase.*

A person having contracted for the purchase of buildings, and made part payment, on a contract to receive a deed when the whole payment is made, has an insurable interest in the premises to their entire value.³

§ 99. *Liability of reinsurer.*

The amount of the reinsurer's liability to the reassured is the sum which the latter is legally liable to pay the original insured, and is not subject to be reduced by the insolvency of the reassured, and his consequent inability to pay to the original insured the full amount, for which he is liable.⁴

A insures his goods at the Phoenix for £1500. The Phoenix reassures at the Colonial for £500. Fire happens. A's loss is total.

¹ *Olive v. Green*, 3 Mass. 133; *Bartlett v. Walter*, 13 id. 267; *N. Y. Bowers Fire Ins. Co. v. N. Y. Ins. Co.*, 17 Wend.

² *De Forest v. Fulton Fire Ins. Co.*, 1 Hall, 84. For later law on subject of consignee's insurable interest, see *Ebmworth v. Alliance M. Ins. Co.*, L. R. 7 C. P. (July 1873). *Forest v. Fulton Ins. Co.*, founded a good deal upon *Lucena v. Crawford*, was approved, Duer notwithstanding.

³ *McGirney v. Phœn. Ins. Co.*, 1 Wend. 35 (A. D. 1829).

⁴ 1 Marshall on Ins. 143; *Hone v. Mut. Safety Ins. Co.*, 1 Sanford Rep. Sup. Ct. of City of N. Y. 137; *Herkenrath v. Am. Mut. Ins. Co.*, 3 Barbour's Chan. R. (N. Y.) 63.

The Phoenix becomes bankrupt, and is in liquidation; only paying one shilling in the £.

A can't go to the Colonial, but the assignee of the Phoenix bankrupt estate does, and gets £500. Yet A can only get from the estate of the Phoenix £75.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, June 23.

Judicial Abandonment.

Charles Lebouillier, doing business under name of John Lebouillier & Co., Gaspé Basin, June 13.

Curators appointed.

Re Allan J. Lawson, Montreal.—A. W. Stevenson, Montreal, curator, June 23.

Re Pronovost & Roy, traders, St. Félicien.—J. B. A. Letellier, curator, June 9.

Dividends.

Re Blake Bros.—Final dividend, payable July 14, J. Patrick, Carmel Hill, curator.

Re Alexander Maheu, St. Chrysostôme.—First and final dividend, payable July 28, Kent & Turcotte, Montreal, joint-curator.

Re Nazaire Prevost, Sorel.—First and final dividend, payable July 28, Kent & Turcotte, Montreal, joint-curator.

Re L. O. Roy, trader, St. François Montmagny.—First and final dividend, payable July 14, H. A. Bedard, Quebec, curator.

Separation as to property.

Rosalie Bouffard vs. François-Xavier Lamothe, village of Upton, June 11.

LORD ELDON'S MARRIAGE.—John Scott, afterwards Lord Eldon, ran away with his wife at a very early age. "The window from which Bessie Surtees descended into her lover's arms is still pointed out to every visitor to Newcastle as he pauses before the old house—the home of the wealthy banker, her father, in Sandhill, not five hundred yards from the great suspension bridge which spans the Tyne." In his old age, Lord Eldon used to tell how piteous was their condition. "On the third morning after the union our funds were exhausted; we had not a home to go to, and we knew not whether our friends would ever speak to us again." One of his earliest legal experiences was in reading, as substitute, the Vinerian law lecture. "I began," he says, "without knowing a single word that was in it. It was upon the statute of 'young men running away with maidens.' Fancy me reading with about one hundred and forty boys and young men, all giggling at the professor. Such a tittering audience no one ever had." The scanty means of the young people had one unpleasant effect. They developed in the pretty young bride habits of thrift which hardened into extreme parsimony. She was also very averse to society; for the run-away marriage made her delicately sensitive about society in the beginning, and at last it became distasteful to her. Curiously enough their eldest daughter married without the consent of her parents.