insurer. "Carpenters repairing buildings" is stated sometimes as extra hazardous.[1]

Ordinarily, increase of risk from making reasonable necessary repairs is part of the risk on the insurers, and will not avoid a policy, but a clause in the policy may put the risk of any, even small, repairs on the insured. [2]

If a condition prohibit so, ought it to operate absolutely? Suppose that they have been made, that they took a week to make but have long been finished. Suppose fire to happen while they are going on. Query if then even the insurers ought to go free if the fire proceed from a foreign cause; but if a fire happen only six months afterwards and from a general conflagration, the insurers ought to be held to pay, *semble*. Parsons M. Law, p. 505.

In the conditions at head hereof the two clauses occurring together, *semble* the condition is restrained by the words, "and so long as the same be so appropriated."

Alterations that do not increase the risk do not affect the policy;—Art. 2574, C. C. of L. C.

Some policies avoid the insurance if any additions be made to buildings insured whereof written notice is not given to the Secretary, and endorsement made on the policy of the consent of the Board of Directors.

In *Lindsay* v. *Niagara District M. F. Ins. Co.* [3] it was held that an addition without notice is fatal, although the Jury find the risk not increased. It is in vain to allege parol waiver against such condition and forfeiture. The verdict was for plaintiff. Rule afterwards to enter nonsuit was made absolute.

The plea in the above case alleged increase of risk. This allegation which was disproved, was held as mere surplusage.

"If the assured shall alter or enlarge a building so as to increase the risk or appropriate it to other purposes than those mentioned in the application," the policy was held not avoided by an appropriation of the building to a new use which did not increase the risk;—*Rice* v. *Tower*. [1]

A house was insured; afterwards change of occupation was allowed by a company once. Another change was subsequently made without allowance, but the jury specially found this one not to have increased the risk. It was held that the insurance company could not complain. [2]

In *Barrett* v. *Jermy* [3] it was admitted that if an alteration increasing the risk were made and a fire took place, it would not be enough to show that the risk was increased, but that the loss was occasioned by the increased risk.[4] Sed?

Glen v. *Lewis, post contra;* yet so the Court of Appeals held in *Casey* v. *Goldsmidt*.

In the note to page 374, 3 Kent's Com., it is said that in "*Shaw* v. *Robberds* the rule was stated to be that if the policy be silent as to alterations in trade or business carried on upon the premises, such alteration does not avoid the policy though the trade be more hazardous and no notice of the alteration."—But this is going too far. *Shaw* had not changed his trade; he had not taken to drying bark as a trade.

Suppose A. to insure his dwelling and outbuildings with description of all; afterwards he adds a building (increasing the risk); gives no notice of it. Fire happens in B's house, next door, and A's house and buildings are all destroyed. Are the insurers to pay A? They say no! A. says his additional building did not cause the fire, and that his dwelling house was burned first, and additional building last. Yet *semble*, A. has forfeited his insurance. Suppose his additional building had been burnt first, and that A's dwelling had taken from it. Surely A. would not recover anything.

In *Ottawa & Rideau Forwarding Co.* v. *Liver-*

[1] Generally the insured may make necessary and usual repairs, says Flanders, p. 532; but they must not go into alterations materially affecting the risk. See *ante*, *Dobson* case, which goes for allowing fire even.

[2] 18 N. Y. 168 (A.D. 1858.)

[3] 28 U. C. Q. B. Rep. (A.D. 1869.)

[1] 1 Gray. See also Hokes v. Cox, 1 Hurls. & Norman. *Rice* v. *Tower* was approved in 1867 in *Lyman et al.* v. *State M. F. I. Co.*

[2] *Campbell* v. *Liverpool, London & Globe, F. & L. Ins. Co.*, 13 L. C. Jurist.

[3] 3 Exch.

[4] *Barrett* v. *Jermy* is for a case in absence of warranty. Flanders, p. 515. *Glen* v. *Lewis* was a case of warranty. See further, use of buildings, *post*.