

if detached. But the principles governing in ordinary sales must differ somewhat from those governing insurances. In Workman's case the insurers had foolishly insured two houses, adjoining one another, for a sum, so much the two without description beyond that of the numbers (5 and 7) upon a street. The policy, however, stated that for purposes of insurance every building was to be separately valued. In Lower Canada nobody would pretend, under such circumstances, that if A insure the two houses of B, Nos. 9 and 10 St. Paul street, the stables and coach houses (detached out-buildings) are covered as accessories to the houses.

§ 106. *Books of account, etc.*

Books of accounts, written securities or evidences of debt, title deeds, writings, money or bullion are not deemed objects of assurance, generally, but in Quebec are generally excepted unless specially insured.

§ 107. *Who may become insured.*

"All persons capable of contracting may insure objects in which they have an interest and which are subject to risk," says our Civil Code, Art. 2472.

Any trustee, mortgagee, reversioner, common carrier, agent, or *mandataire*, having interest in buildings, or goods, if his quality be announced or the nature of his interest stated. The exact nature need not be stated unless there be a condition requiring it. The mortgagor and mortgagee may, each, insure the same buildings. Hypothecary creditors can for themselves, even without the concurrence of their debtor, insure the house mortgaged. Even ordinary creditors may insure their debtor's property without his knowledge.<sup>1</sup>

Some authors would allow creditors even chirographary to insure their debtors' goods and chattels, as houses. The insurer shall not recover more than he could possibly have got paid if no fire had occurred. P. 195, Hettier. Des Ass. Terr.

§ 108. *Railroad companies.*

Railroad companies may take policies to cover their liability for loss or damage by fire, occasioned by sparks from locomotives,

to the property of others on lands not owned nor occupied by the assured.<sup>1</sup>

§ 109. *Usufructuary.*

An usufructuary can insure the house or goods of which he has the usufruct, for he will lose if it be burnt.<sup>2</sup> He is liable for loss by fire, if proved in fault. The proprietor may insure too,<sup>3</sup> but cannot recover beyond the value of his property, deducting value of the usufruct.

§ 110. *Reversioners.*

Sellers having *faculté de réméré* may insure; but, *semble*, by the Code of Lower Canada they must specify their interest.

§ 111. *Minors.*

Minors, in France and in the Province of Quebec, can oblige others as insurers towards them; if a minor insure his house, and it be burnt, the insurer must pay. Owing to the qualified nullity of a minor's contracts, Pardessus says that if a minor insure and his premium be unpaid, it cannot be collected after the risk is ended without loss. Boudousquie and others show that the contrary is the law unless the contract has been unfair. Pardessus goes so far as to say that if a minor pay premium and no loss happen, he can recover back the premium. This certainly would not be the case in the Province of Quebec. There is no doubt that a minor trader, or non-trader, emancipated or not, in that province can insure his property and bind himself to pay the premium.

§ 112. *Husband and wife.*

In *Clarke et ux. v. Fireman's Ins. Co.*,<sup>4</sup> the policy was taken by a husband in his name only, covering the furniture in a house described. The defendants said that the furniture was really the separate property

<sup>1</sup> In Massachusetts, railroad companies got legislative authority so to assure. In the Province of Quebec this was not necessary.

<sup>2</sup> Sirey, A.D. 1837. Proudhon differs, Tom 3, No. 1551. Proudhon says the tenant's liability is expressed, not that of the usufructuary.

<sup>3</sup> The usufructuary of a house is not to meddle with the *nu propriétaire's* insurance money received after the burning of the house upon a policy taken by the *nu propriétaire*. Besançon, 28 Feby., 1856. Alauzet, *contra*, Tome 1, No. 140.

<sup>4</sup> 18 La. Rep. (by Curry).

<sup>1</sup> No. 10, Ass. Terr. Rolland de Villargues.