interested in the welfare of the Company to assist them in bringing the great advantages of mutual life assurance under the notice of persons not already, or not adequately, insured."

THE CHRONICLE ventures to wish the British Empire Mutual continued success.

To the Managing Director, Mr. F. Stancliffe, the 51st annual report of the British Empire must be a source of gratification and pardonable pride, and to the zealous work performed by the Manager of the Canadian branch, Mr. A. McDougald, no small measure of the safety and success of the year's business is ascribed.

FIRE INSURANCE.

DECISIONS AFFECTING, RECENTLY REPORTED FOR THE CHRONICLE. (COMPILED BY R. J. MACLENNAN, TORONTO)

1. THE SUBJECT MATTER.

INSURABLE INTEREST.—When insurance is effected by a person who has no insurable interest the law pronounces the policy to be null and void, and it does not matter that the insurance company had knowledge of such lack of interest at the time the policy was issued, and agreed to waive any objection in respect of it. Under such circumstances an insurance company will not be estopped from urging as an objection to payment the fact that there was no insurable interest, because it is the law which upon grounds of public policy pronounces the policy void, and in such a case the doctrine of estoppal has no application. Private interest must give way before public interest, and a defence by an insurance company that a policy is a wagering one and so is allowed not for the sake of the company but of the law itself, and the company cannot waive such an objection.

Manufacturers' Life Insurance Company *vs.* Anctil. 28 S. C. R. 103. (A Quebec appeal.)

The owner of land upon which buildings are in course of erection, and for which the contractor is only to be paid after completion, has an insurable interest to the whole value of the buildings, and it does not matter that in case of their destruction by fire before completion the owner will not be bound to pay the contractor for the work and materials supplied. The ownership of land carries with it the ownership of the structures as they progress. The fact that buildings may have cost the owner of the land nothing, or that if destroyed by fire he may compell another person to replace them at such others' expense, or that he may recoup his loss from such other, in no way affects the liability of the insurance company in the absence of exemption in the policy.

Foley *vs.* The Manufacturers' and Builders' Fire Insurance Company of New York, 152 N. Y. 131.

SPONTANEOUS HEATING.—When goods insured against damage by fire become hot from spontaneous heating, and fire does not actually break out, but loss takes place by reason of the goods being removed to prevent fire, this cannot strictly be termed a loss by fire, although it is a loss *ejusdem generis*.

In *Re* The Knight of St. Michael (1898). Probate Division 30.

2. THE PREMIUM.

PAYABLE BY LIFE TENANT.—Fire insurance premiums paid by the trustee of a life estate, when the amount of insurance is not in excess of the value of the life estate, are properly chargeable to the income and not the capital.

Stevens *vs.* Melcher, 152 N. Y. 551.

3. THE POLICY.

LAW TO GOVERN.—Generally speaking, the law of the place where the contract of insurance is to be performed is the law which governs as to its validity and interpretation. Accordingly, where an English company through its agent in the United States effected a policy which provided that loss was to be reported to the company at London, and to be paid in sterling as its office there upon being adjusted according to English usages, it was held in an action prosecuted in the United States that the contract must be interpreted according to English law.

London Assurance *vs.* Companhia de Moagens do Barreiro. 167 U. S. 149.

4. CHANGES MATERIAL TO THE RISK.

RE-INSURANCE.—A contract of re-insurance is not voided, in the absence of a condition diminishing or qualifying the liability, by the fact that without notice to the company issuing the re-insurance policy the original policy has been cancelled or allowed to lapse and a new one issued in its place differing from the original. All that the company holding the policy of re-insurance need show is an insurable interest as insurer in the subject matter of insurance at the time of loss; it is not necessary to aver interest at the time of effecting the policy of re-insurance, as that seems to be assumed. Any change in the policy substituted for the original one affects only the relation between the assured and the first company, and does not affect the latter's insurable interest, nor the liability of the re-insurer.

The Lower Rhine and Wurttemberg Insurance Association *vs.* Sedgwick, 14 Times Law Reports 226.

5. LEGAL PROCEEDINGS.

INFORMATION FROM THE INSURED.—For the purpose of getting information for use at the trial, an insurance company is in a less favourable position, when sued by an assignee of the policy than when sued by the original policy holder if the latter is a corporation. Under the Ontario practice an insurance company when sued by a corporation may examine one of the officers of the corporation under oath before trial, but, if it is an assignee of the corporation who sues, the defendant insurance company cannot then examine an officer of the corporation before trial.

Bank of Toronto *vs.* The Quebec Fire Insurance Company, 18 Ont. P.R. 41.

PARTICULARS FROM THE COMPANY.—After the pleadings have been closed in an action against an insurance company, the plaintiff cannot as a matter of course obtain from the company particulars of matters set up in their defence, and before an order will be made directing particulars the plaintiff must show by proper evidence that he will be prejudiced in the prosecution of the trial without them.

Bank of Toronto *vs.* Insurance Company of North America, 18 Ont. P. R. 27.