

1866.

Davies
v.
Home Ins
Co.

the time of the making of the policy, unless there be something in it requiring a different construction to be put upon it *Tindal, C. J. in Sparkes v. Marshall* (a) said "if the plaintiff had an insurable interest at the time the policy was effected whatever change may have taken place in the property in the oats since, can have no effect in relieving the underwriters from their liability, as the plaintiff may sue on the policy for the benefit of the party to whom such property has passed * * the question turns upon the right of the plaintiff at the time of effecting the policy to the specific cargo of oats on board the Gibraltar packet." The plaintiff in this case had a good insurable interest and conformed to all the provisions of the policy; at the time when he procured it to be made, it was valid and available in his hands, and nothing which I can see has been done with it or with the property insured by it, contrary to any of its terms or conditions. There is no reason therefore in my opinion why the plaintiff should not recover the amount of it; firstly, because there was a valid subsisting insurable interest transferred to and vested in *Linton*, and secondly, because the record discloses a title not defectively but sufficiently stated.

Judgment.

Per Curiam.—Appeal allowed and judgment of the Court before reversed.

(a) 2 B. N. C. 771.