dor. It would also appear that after the completion of the purchase, when it is proved by the event that the vendor, when he received the money, had no equitable interest in the thing insured, it must follow, as in *Darrell* v. *Tibbits*, 42 L. T. Rep. N. S. 796, that the insurance company is entitled to recover back the insurance money. Though it was not necessary to decide this point, the Court of Appeal, as well as the Master of the Rolls, in *Raynor* v. *Preston*, expressed an opinion that the vendors could not, as against the office, retain the insurance money.

As to the point taken by Lord Justice James in regard to an insurance by a tenant for life, or other limited owner, being entitled to receive the full amount of the damage by fire, we should dispute that as a general proposition he is so entitled.

Take the case of the death of the tenant for life, or the failure of the limited ownership before the claim on the policy is settled. Could it be contended that damages were to be assessed without regard to the fact that the policy holder's interest was at an end, and that the real amount of mischief he had sustained had been ascertained by the event?

It may well be that, where a limited owner insures, and his interest is a subsisting one, his insurable interest is not limited to the value of his limited interest, on the ground that in order to his full compensation he requires the insurance money for repairing the property injured in order to his enjoyment thereof, in specie. Thus, in *Simpson* v. *The Scottish Union Insurance Company*, 1 H. & M. 618; 8 L. T. Rep. N. S. 112, Sir W. P. Wood said that he agreed "that a tenant from year to year having insured would have a right, under the statute, to say that the premises should be rebuilt for him to occupy, and that his insurable interest is not limited to the value of the tenancy from year to year."

In regard to the application of the statute of Geo. III, Lord Justice Cotton declined to give an opinion whether purchasers pending the completion of a contract are persons "interested" within its meaning, but held that even if they were, the act only gives a right to insist on the money being applied in reinstating, and that insistence was essential to the right. This point was expressly so decided by Sir W. P. Wood in the case last cited.

If we may venture an opinion on the question left open by Lord Justice Cotton we should be inclined to say that, although purchasers pending completion are persons interested in the thing insured, yet the statute can only apply where, in fact, at the date of the fire, there is an interest remaining in the person originally insured, and that the completion of the purchase relating back to the date of the contract conclusively shows that the vendor, at the date of the fire, had no insurable interest whatever, and that he was merely a trustee for a purchaser who, as such, is not entitled to the benefit of the insurance contract.—*Law Times*, (London.)

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, June 28, 1881.

Before TORRANCE, J.

DIOTTE v. THE CITY OF MONTREAL, & THE CITY OF MONTREAL v. LATOUR et al.

Obstruction in street—Negligence—Damages.

PER CURIAM. This is a claim for damages for an alleged obstruction in the street Maisonneuve by which the plaintiff was thrown out of a cart and injured. The City called in Latour & Co., contractors, as *garans*, and these pleaded negligence on the part of the man driving the cart. The accident happened on the 11th October, 1879. Latour & Co. were the contractors for the construction of Ste. Brigitte Church, and had a quantity of material in the street by permission of the City, with a stipulation to have a light there. There is contradictory evidence as to whether there was negligence on the part of Larochelle who drove. One witness who was with him says there was, and the other witness that there was none. But it was undisputed that there was a pile of stone and timber in the street, that the accident was caused thereby, and that there was no light placed there by the contractors, and the evening was dark. It would have been a prudent and proper precaution to inclose the stone and other materials within a fence, and to have had a light there as is the practice in most civilized communities. This was not done. I have no hesitation in holding that the City and contractors should answer in damages. The