in law, "an engagement of honour only," they had no insurable interest. Profits expected to arise from a cargo to be carried on a trading voyage are insurable, Barclay v. Cousins, 2 East, 544; but see McSwiney v. Royal Exchange Assurance Co. 14 Q. B. 646, in error, that the policy ought to be adapted to the case. But a policy, declared to be "on *profit* of cotton, say 150 bales, said profits valued at 350*l*., and in case of loss or accident, *the said policy to be considered a sufficient proof of interest*, and *said policy warranted free from average* and *without benefit of salvage*, that is, should the vessel from any cause whatever be unable to bring in her cargo, then a total loss is to be paid," was held to be a policy *on goods* within the Statute, and void therefore as containing terms prohibited by it; for the thing to which the damage was apprehended was the goods, and if they were uninjured, no damage was apprehended to the profits, Smith v. Reynolds, 1 Hurl. & N. 221. The policy there was obnoxious both on the grounds of the words that "the policy should be sufficient proof of interest," and the words "without benefit of salvage," *per* Martin B. in De Mattos v. North, 3 L. R. Exch. 188, where it was held as to the latter, to make no difference that the policy was made "free from average."[4] A consignee of goods under a bill of lading has also an insurable interest in them, though they are liable to be stopped *in transitu*, and his interest defeated; indeed it is common experience that a defeasible interest is insurable; and an executor before probate, though probate is necessary to complete his title, has title sufficient to enable him to insure, *per* Lord Ellenborough in Stirling v. Vaughan, 11 East, 628, where it was held that a prize, taken jointly by the navy and army, was insurable under a *Statute granting prizes **764** so taken to the conjoint captors after condemnation, subject only to the apportionment of the crown as to their respective shares. Where a ship was the property of the plaintiff and chartered by him, and the charterer covenanted by the charter-party that, in case the ship was lost, he should pay the plaintiff a sum of money estimated as its value, it was held that the plaintiff still had an insurable interest in the ship during the voyage, for he was not bound to trust exclusively to the credit of the charterer, Hobbs v. Hannam, 3 Camp. 93. And it is established law, that the assured, under an insurance upon freight, may recover the profits expected to be made by

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[4] Policies on "profits," "commissions" and "cash advances" are within the Statute, and are avoided when they contain any of the words forbidden by it. And since such a policy is illegal in its inception, not even the premium can be recovered. Mortimer v. Broadwood, 17 W. R. 653; Allkins v. Jupe, 2 C. P. D. 375; Berridge v. Ins. Co., 18 Q. B. D. 346; Gedge v. Ass. Cor., (1900) 2 Q. B. 219. In the last named case a policy provided for the payment of a total loss to the assured in the event of a vessel's non-arrival at a certain port by a certain date and contained the clause, "this policy shall be deemed a full and sufficient proof of interest." It was held that the policy was a policy on the ship within the meaning of the Statute, and was rendered void thereunder by the presence of the clause referred to. It was also held that although the defendant did not plead or rely on the invalidity of the policy under the Statute, nevertheless the court could not ignore the illegality and enforce the policy.