

lead to injustice. In the case of *Hessen v. Iowa Automobile Mut. Ins. Co.* (1922, Iowa) 190 N. W. 150, an innocent purchaser of an automobile from a thief insured it against theft. Subsequently it was stolen from him and in an action on the policy, it was held in substance⁴ that he acquired no title from the thief, and therefore had no insurable interest. A person is said to have an insurable interest in property, even where he has neither title nor right in the property, when he stands in such relation to it that he has legal ground for expecting benefit from its continued existence, or loss from its destruction.⁵ The situation of a thief with reference to the property stolen seems to fall within this rule, but obvious reasons of policy rebel against its recognition. Clearly those reasons of policy do not exist in the case of an admittedly innocent purchaser. Certainly his right to possession, good against all the world except the true owner, plus his beneficial user, was sufficient basis for expecting benefit from its continued existence, or loss from its destruction.

The law of England is not friendly to skyscrapers. Their erection may even involve a nuisance and bring their constructor within the rule of *Rylands v. Fletcher*.¹ In *Hoare & Co. v. McAlpine & Sons* (1922, Ch.) 39 T. L. R. 97, the defendant was engaged in excavating for new buildings expected to attain the immense height of 120 feet, "the highest buildings in the City except St. Paul's." In the process the defendant encountered one of the arches of "Old London Bridge" in made ground resting on London clay. Piles some 38 feet long were driven through the made ground into the clay to support a concrete "raft," the force being supplied by a "monkey" which dropped a weight of two and a half tons from a height of 5 feet four times a minute, or by a steam hammer delivering 140 blows a minute. The London clay "had a resistance like rubber" and "acted like a fluid in transmitting vibrations." The result was that the plaintiff's hotel, a building about one hundred years old, was so affected by the vibration as to become dangerous and was ordered demolished by the City Corporation. The plaintiff's loss was accentuated by building lines which left him only eight feet on which to erect a new building. The court declared that *Rylands v. Fletcher* was applicable and that the plaintiff was entitled to damages for the loss of his building. "There was no justification for its being shaken down in its declining age by an adventurous and powerful neighbor. It was an alarming proposition that we should have to consider such a question as: When did an old building lose its right to protection?"

⁴The policy contained a "sole and unconditional ownership" clause, but this is usually held to be merely a warranty of good faith of the insured and not an absolute warranty of perfect title. Vance, *Insurance* (1904) 445.

⁵*Ibid.*, 106.

¹(1868) L. R. 3 H. L. 330.