201.61 1024

dues are payable under 200.17 (2) and 201.59 (1) (a), Stats. 1945, include all assessments levied during the year. 34 Atty. Gen. 373.

201.61 History: 1857 c. 89; R. S. 1858 c. 72 s. 21-24; 1870 c. 56 s. 18; R. S. 1878 s. 1914; Stats. 1898 s. 1914; 1923 c. 291 s. 3; Stats. 1923 s. 201.36; 1933 c. 487 s. 77; Stats. 1933 s. 201.61.

**201.62 History:** 1931 c. 309; Stats. 1931 s. 201.595; 1933 c. 168; 1933 c. 487 s. 78a; 1933 c. 489 s. 8; Stats. 1933 s. 201.62; 1945 c. 144; 1949 c. 436; 1961 c. 397.

**201.63 History:** 1949 c. 436; Stats. 1949 s. 201.63; 1961 c. 397, 562, 624; 1969 c. 337 ss. 43,

A foreign insurance company which has not complied with 201.32, Stats. 1949, is not "authorized to do business in this state" within the meaning of 85.09 (5) (c). The motor vehicle department may not accept notice of insurance forms from such companies. 39 Atty. Gen. 151.

201.71 History: 1933 c. 155; Stats. 1933 s. 201.71; 1935 c. 96; 1969 c. 337 s. 88.

201.72 History: 1933 c. 155; Stats. 1933 s. 201,72; 1969 c. 337 s. 88.

201.73 History: 1933 c. 155; Stats. 1933 s. 201.73.

**201.74 History:** 1933 c. 155; Stats. 1933 s. 201.74; 1961 c. 562; 1965 c. 218; 1969 c. 276 s. 601 (1): 1969 c. 337 s. 88.

201.76 History: 1933 c. 155; Stats. 1933 s. 201.76.

201.77 History: 1933 c. 155; Stats. 1933 s. 201.77.

201.78 History: 1933 c. 155; Stats. 1933 s. 201.78.

201.79 History: 1933 c. 155; Stats. 1933 s. 201.79; 1969 c. 337 s. 88.

201.80 History: 1933 c. 155; Stats. 1933 s. 201.80.

**201.81 History:** 1933 c. 155: Stats. 1933 s. 201.81; 1969 c. 337 s. 88.

201.82 History: 1933 c. 155; Stats. 1933 s. 201.82; 1969 c. 337 s. 88.

## CHAPTER 202.

## Insurance—Town Mutuals.

202.01 History: 1876 c. 344 s. 1, 2; 1877 c. 82; R. S. 1878 s. 1927; 1885 c. 421; 1889 c. 212; Ann. Stats. 1889 s. 1927; 1895 c. 289; Stats. 1898 s. 1927; 1901 c. 202 s. 1; Supl. 1906 s. 1927; 1907 c. 439; 1909 c. 31; 1913 c. 43; 1915 c. 33; 1915 c. 604 s. 82; 1923 c. 87; 1923 c. 291 s. 3; Stats. 1923 s. 202.01; 1929 c. 418 s. 2; 1935 c. 214 s. 5; 1937 c. 226; 1939 c. 270, 315, 339; 1939 c. 513 s. 42; 1953 c. 540 s. 36; 1955 c. 10; 1957 c. 335 s. 1 to 4; 1959 c. 128; 1961 c. 471; 1967 c. 254.

A town insurance company, organized under

Premiums upon which fire department ch. 103, Laws 1872, which has been compelled to pay a loss occasioned through the negligence of a third party, may take an assign-ment from the insured of the whole claim for damages, exceeding the amount it paid, and recover the whole sum from such party. Hustisford F. Ins. Co. v. Chicago, M. & St. P. R. Co. 66 W 58, 28 NW 64.

A town mutual insurance company created under this chapter cannot convert itself into domestic mutual fire insurance company by amending its articles at an annual meeting. 24 Atty. Gen. 255.

The commissioner of insurance may disapprove only such bylaws of town mutual insurance companies as fail to meet the legislative standard, i.e., those which are inconsistent with or a waiver of the provisions or conditions of the standard town mutual policy. 56 Atty, Gen. 71.

**202.02 History:** 1876 c. 344 s. 10; 1877 c. 263 s. 3; R. S. 1878 s. 1940; 1880 c. 211; 1881 c. 260; 1885 c. 281 s. 4; 1889 c. 38; Ann. Stats. 1889 s. 1940; Stats. 1898 s. 1940; 1909 c. 31; 1923 c. 291 s. 3; Stats. 1923 s. 202.16; 1927 c. 281; 1929 c. 418 s. 4; Stats. 1929 s. 202.02; 1937 c. 226; 1939 c. 340; 1943 c. 214; 1945 c. 288; 1961 c. 233.

202.03 History: 1947 c. 346; Stats. 1947 s. 202.03: 1959 c. 19.

**202.04 History:** 1876 c. 344 s. 2, 3; 1878 c. 277; R. S. 1878 s. 1929; 1882 c. 146 s. 1; 1887 c. 222; Ann. Stats. 1889 s. 1929, 1929a; Stats. 1898 s. 1929; 1899 c. 168 s. 1; Supl. 1906 s. 1929; 1923 c. 291 s. 3; Stats. 1923 s. 202.04; 1929 c. 418 s. 6; 1937 c. 226; 1939 c. 316; 1949 c. 223;

202.06 History: 1876 c. 344 s. 10, 11; 1878 c. 277; R. S. 1878 s. 1931; 1880 c. 134; 1881 c. 48 s. 1; 1882 c. 187; 1883 c. 189 s. 1; 1885 c. 421 s. 2; 1887 c. 217, 308; 1889 c. 204; Ann. Stats. 1889 s. 1931, 1932a; 1893 c. 227; Stats. 1898 s. 1931; 1903 c. 352 s. 1; 1905 c. 36 s. 1; Supl. 1906 s. 1931; 1907 c. 442; 1909 c. 99; 1911 c. 155 s. 2; 1913 c. 43, 152, 242; 1915 c. 444; 1923 c. 33; 1923 c. 291 s. 3; Stats. 1923 s. 202.06; 1927 c. 114; 1929 c. 403; 1929 c. 418 s. 8; 1929 c. 516 s. 11; 1935 c. 126; 1937 c. 226; 1939 c. 314, 318, 366; 1943 c. 111; 1947 c. 425; 1949 c. 507; 1953 c. 416; 1967 c. 254.

A policy issued under sec. 1931, Stats. 1898,

A policy issued under sec. 1931, Stats. 1898, and covering hay and grain upon the premises does not cover hay and grain upon premises rented by the insured after the taking out of a policy. Brandt v. Berlin F. M. F. & B. V. Co. 108 W 231, 84 NW 180.

In an action to recover on a mutual fire policy covering farm buildings, the operation of a cooker in a farm building to prepare necessary feed in operating a hog farm did not constitute a manufacturing process, and did not prevent recovery on the policy. Blue Mound F. S. Co. v. Farmers' Mut. F. Ins. Co. 195 W 615, 219 NW 357.

Where the application for fire insurance covered real and personal property located on the insured's farm in territory within which the insurer, a town mutual, was authorized to insure such property, and where there was no attempt to insure any of the insured's property located elsewhere, the fact that the in-

202.09 1025

sured lived outside of and owned property outside of such territory did not relieve the insurer from liability for a loss thereunder. Granzow v. Oakland Mut. Fire Ins. Co. 244 W 300, 12 NW (2d) 57.

**202.07 History:** 1893 c. 97; Stats. 1898 s. 1931a; 1909 c. 153; 1923 c. 291 s. 3; Stats. 1923 s. 202.07; 1929 c. 418 s. 9; 1947 c. 173.

**202.08** History: 1876 c. 344 s. 4, 7; R. S. 1878 s. 1932; 1882 c. 146 s. 2; Ann. Stats. 1889 s. 1932; 1895 c. 289 s. 2; Stats. 1898 s. 1932; 1923 c. 291 s. 3; Stats. 1923 s. 202.08; 1929 c. 418 s. 1923 s. 202.08; 1929 c. 418 s. 1923 s. 202.08; 1924 c. 544 s. 544 10; 1937 c. 226; 1939 c. 203, 319; 1941 c. 54; 1945 c. 403; 1947 c. 392; 1949 c. 224; 1951 c. 588; 1953 c. 540; 1955 c. 186; 1957 c. 335 s. 5 to 7; 1959 c. 340; 1967 c. 254, 259, 271.

A fire insurance policy which expressly declares the insurer liable "for any loss or damage caused by lightning" extends to all known effects of lightning and not merely such as arise from combustion. Spensley v. Lanca-

shire Ins. Co. 54 W 433, 11 NW 894.

An oral contract for renewal if made by the agent of the company is binding. King v. Hekla F. Ins. Co. 58 W 508, 17 NW 297; Wood v. Prussian N. Ins. Co. 99 W 497, 75 NW

202.085 History: 1939 c. 394; Stats. 1939 s. 202,085; 1947 c. 51, 425; 1951 c. 730; 1955 c. 605; 1957 c. 335; 1959 c. 41; 1963 c. 70; 1967 c. 254; 1969 c. 44; 1969 c. 55 ss. 91, 92, 93.

The directors of a town mutual insurance company waive the forfeiture resulting from a change of occupants by requiring the insured to present his proofs of loss with knowledge on their part of the facts which are claimed to constitute the forfeiture. Jerdee v. Cottage Grove Ins. Co. 75 W 345, 44 NW 636.

After the defendant's board of directors had disallowed a claim for a loss on the ground that plaintiff had forfeited his right by leaving the insured property unoccupied, and such action was reported to the next annual meeting of the company, which did not disapprove thereof, the directors also reported to such meeting and the next annual meeting, among the outstanding valid policies, that in suit. No objection was made to its validity nor any claim asserted that it had been or should be declared forfeited. Subsequently an assessment was made on such policy in common with all that were outstanding and plaintiff was notified to pay it, which he did; such payment was reported to the board of directors, no objection was made thereto and no tender of the money paid was attempted until after suit brought. No forfeiture could be claimed. "Vacant" was synonymous with "unoccupied," and signified that the house was uninhabited; the fact that the usual furniture was in the house did not prevent its being vacant; occupying the house at intervals (the last occupation of it being 2 months before the fire) when work was being done on the farm was not a compliance with the bylaws. Dohlantry v. Blue Mound F. & L. Ins. Co. 83 W 181, 53 NW 448.

A rider, not being standard form, attached to a fire insurance policy is construed most strongly against the insurer. A haybaler and silo filler are farm machinery and in this case

were temporarily off the premises. Lewis v. Insurance Co. 203 W 324, 234 NW 499.

The operation of a still on the insured premises did not void the policy as to a mortgagee, as the mortgage clause of a rider attached to the policy expressly provided that acts of the owner or occupation of the premises for more hazardous purposes should not invalidate the insurance of the mortgagee. The contract of insurance between the insurer, a registered town mutual insurance company and the mortgagee by the rider after the issuance of the policy was not an "insurance policy," within the meaning of a bylaw of the company requiring its policies to be signed by its president and secretary. Prudential Ins. Co. v. Paris Mut. F. Ins. Co. 213 W 63, 250 NW 851.

The words "legal representatives" may, where appropriate, be given a construction that will embrace heirs, devisees, and legatees. When the words "legal representatives" appear in fire policies whose forms are prescribed by statute, they include heirs, devisees, and legatees; hence where a standard, town mutual fire policy covering real prop-erty was issued to an insured "and legal representatives," the heirs of the intestate insured were entitled to recover thereon for a loss by fire which occurred after the death of the intestate insured. Loomis v. Vernon Mut. Fire Ins. Co. 14 W (2d) 470, 111 NW (2d) 443.

Real property descended by operation of law directly to the heirs of the intestate insured as of the date of his death, and their title did not depend on the final decree in probate; hence the insurer could not successfully deny liability for a loss of the property by fire on the ground that the final decree amounted to an assignment of title without the insurer's consent, contrary to provisions in the policy. Loomis v. Vernon Mut. Fire Ins. Co. 14 W (2d) 470, 111 NW (2d) 443.

See note to 203.01, on concealment and fraud, citing Stebane Nash Co. v. Campbellsport Mut. Ins. Co. 27 W (2d) 112, 133 NW (2d) 737.

See note to 203.01, on effect of standard policy, citing 54 Atty. Gen. 75.

202.09 History: 1876 c. 344 s. 5; R. S. 1878 s. 1933; 1881 c. 13; 1882 c. 146 s. 4; Ann. Stats. 1889 s. 1933; Stats. 1898 s. 1933; 1923 c. 291 s. 3; Stats. 1923 s. 202.09; 1929 c. 418 s. 11; 1937 c. 226; 1939 c. 335; 1941 c. 55.

A policyholder in a town insurance company is constituted by secs. 1927 and 1933, Stats. 1915, a member of the company; and, being such member, he is charged with knowledge of its bylaws when applying for another policy on other property. Goldberg v. Seneca, Sigel & Rudolph Mut. F. Ins. Co. 170 W 116, 174 NW 558.

The provision in 202.09, Stats. 1943, that every contract of insurance made by a town mutual insurance company under ch. 202 shall be based wholly on the written answers in the application, does not preclude reformation of a fire policy after loss so as to cover property omitted from the application and the policy by mutual mistake. (Ottens v. Atlas Assur. Co. 226 W 596, distinguished.) Schafer v. Shelby F. Mut. Ins. Co. 246 W 592, 18 NW (2d) 365.

202.095

Any member of an insurance corporation, regardless of date of his policy, is equally liable with all other members for any outstanding obligation for which an assessment has not already been levied. 1906 Atty. Gen. 147.

**202.095 History:** 1961 c. 69; Stats. 1961 s. 202.095.

202.10 History: 1876 c. 344 s. 6; 1878 c. 277; R. S. 1878 s. 1934; 1882 c. 146 s. 3; 1889 c. 253; Ann. Stats. 1889 s. 1934; 1893 c. 66; Stats. 1898 s. 1934; 1923 c. 291 s. 3; Stats. 1923 s. 202.10; 1929 c. 418 s. 12; 1937 c. 226; 1939 c. 336. 337; 1957 c. 335; 1967 c. 254.

Where the notice is required to be given to the company's secretary, a letter written by him to the insured acknowledging the receipt of such notice and the preliminary proofs, and stating that they are satisfactory, is sufficient proof that the notice was made and received in time. Where the bylaws attached to a policy express that it is the duty of the secretary of the company, "to answer all communications in behalf of the company" he may bind it by such an admission. Troy F. Ins.

Co. v. Carpenter, 4 W 20.

Under a policy expressing that "in case of loss the assured shall give immediate notice thereof," verbal notice to the insurer was sufficient. Killips v. Putnam F. Ins. Co. 28 W

472, 480.
"Immediate" means within such convenient time as may be reasonable under the circumstances. Foster v. Fidelity & Cas. Co. 99 W 447, 75 NW 69.

A town mutual insurance company is not empowered by resolution to prescribe a mode of adjusting losses different from the mode prescribed by sec. 1934, Stats. 1898. 1904 Atty. Gen. 169.

202.11 History: 1876 c. 344 s. 7, 8; 1877 c. 263 s. 2; R. S. 1878 s. 1935; 1879 c. 251; 1881 c. 42; 1882 c. 146 s. 5; 1882 c. 240; 1889 c. 476; Ann. Stats. 1889 s. 1935; Stats. 1898 s. 1935; 1907 c. 457; 1911 c. 156; 1915 c. 28; 1919 c. 451; 1921 c. 171; 1923 c. 74; 1923 c. 291 s. 3; Stats. 1923 s. 202.11; 1927 c. 92; 1929 c. 418 s. 13; 1931 c. 234; 1933 c. 392; 1935 c. 74; 1937 c. 84, 226; 1939 c. 338; 1949 c. 225; 1965 c. 252; 1967 c. 259, 271.

Where it was provided that on certain specified dates, or on such others as the board of directors might determine, an assessment should be made for such sum as the executive committee might deem sufficient, when the board had fixed a date the executive committee might make such an assessment as seemed to it advisable, and the committee was not limited to a sum sufficient to pay actual claims but might provide for future contingencies. Miles v. Mutual R. F. Asso. 108 W 421, 84 NW 159.

An assessment may be sufficient to cover probable losses in collection and expenses, but if it includes purposes for which an assessment is not authorized the entire assessment will be invalidated. Gilman v. Druse, 111 W 400, 87 NW 557.

Where an insurance company has a right to a forfeiture in its own favor upon certain conditions, especially if those conditions be imposed by statute, they must be accurately and technically observed. Milwaukee T. Co. v. Farmers' Mut. F. Ins. Co. 115 W 371, 91 NW 967

Where the gross amount levied from the particular class of policies subject to assessment was not included in the notice there could be no forfeiture of the policy upon a failure to pay the assessment. Breakstone v. Appleton F. Ins. Co. 149 W 303, 135 NW 853.

The failure to pay an assessment levied by the mutual insurance company in which the plaintiff had procured additional insurance does not render the mutual policy absolutely void, since the insured was subject to reinstatement upon conditions and his policy was not dead but simply suspended. Struebing v. American Ins. Co. 197 W 487, 222 NW 831.

An insurer was not estopped to deny that it was a town mutual company by incorporating the statute applicable to such companies in the notice of assessment. Cotter v. Central M. H. & C. Ins. Co. 200 W 363, 228 NW 491.

The right of a member of a town mutual fire insurance company to information concerning the amount of an assessment being of value and a subject of contract, the statutes in force at the time of the issuing of the policy became a part of it. Tomashek v. Hartland F. Mut. Fire Ins. Co. 212 W 622, 250 NW 447.

A notice of assessment against policyholders in a mutual fire insurance company was sufficient in form, though not addressed to a particular person and not signed, and bearing only the printed signature of the secretary. Bartz v. Eagle Point Mut. Fire Ins. Co. 218 W 551, 260 NW 469.

The presumptive effect of certificates authorized by 328.22, Stats. 1937, is not limited to those which cover an assessment levied for losses, business expenses, or debts incurred in the year in which the assessment is levied. Lisbon Town Fire Ins. Co. v. Tracy, 236 W 651, 296 NW 126.

Where there had been no effort by the insurer before the fire to treat the policy as void for the insured's delinquency in the payment of certain assessments, and the assessments had been paid before the fire, there was a waiver of this condition by the insurer. Granzow v. Oakland Mut. Fire Ins. Co. 244 W 300, 12 NW (2d) 57.

Under 202.11 (2) both the publication and the mailing of the notice are required. Huenger v. Door County Mut. Ins. Co. 258 W 95, 44 NW (2d) 915.

Where a town mutual insurance company reinsured a portion of some of the risks of another town mutual insurance company and the reinsurer, because losses exceeded funds on hand, assessed all insurance in force, the reinsured company was liable as a member of the reinsurer and hence subject to assessment. Pella F. Mut. Ins. Co. v. Hartland R. T. Ins. Co. 26 W (2d) 29, 132 NW (2d) 225.

Ins. Co. 26 W (2d) 29, 132 NW (2d) 225.

See note to 201.16, citing Peerless Ins.
Co. v. Manson, 27 W (2d) 601, 135 NW (2d)
258.

Where a town mutual insurance company had in the past accepted late payment of assessments and before the loss in this case accepted a partial payment and levied another assessment, it could not deny payment of the 1027

loss under 202.11 (4). Von Uhl v. Trempealeau County Mut. Ins. Co. 33 W (2d) 32, 146 NW (2d) 516.

Rights of a mortgagee are protected in case a company attaches to a town mutual fire insurance policy the standard mortgage clause. 13 Atty. Gen. 370.

A town mutual fire insurance company need not pay the amount of a loss to a policyholder where, at the time of loss, the latter was in default and has neglected or refused to pay the assessment at expiration of 30 days from time specified in the notice of assessment sent to him. Payment of a delinquent assessment after loss does not alter the situation. It is not necessary that a policyholder receive the notice of assessment; it is sufficient if the secretary of the company mail notice in proper form, duly stamped and properly addressed. 16 Atty. Gen. 100.

Where a mortgage clause is attached to the policy of a town mutual insurance company the mortgagee is not liable for payment of assessment under 202.11 (2), Stats. 1931. 21

Atty. Gen. 67.

A town mutual insurance company which is a member of a reinsurance company may levy assessments upon its policyholders to pay assessments made upon it by the reinsurance company. A town mutual has no power to borrow for such purpose. 22 Atty. Gen. 742.

**202.12 History:** 1876 c. 344 s. 9; R. S. 1878 s. 1936; Stats. 1898 s. 1936; 1923 c. 291 s. 3; Stats. 1923 s. 202.12; 1929 c. 418 s. 14.

202.13 History: 1876 c. 344 s. 14; R. S. 1878 s. 1937; 1882 c. 146 s. 6; Ann. Stats. 1889 s. 1937; Stats. 1898 s. 1937; 1899 c. 169 s. 1; Supl. 1906 s. 1937; 1923 c. 291 s. 3; Stats. 1923 s. 202.13; 1929 c. 418 s. 15; 1931 c. 387; 1969 c. 44.

In an action upon a premium note given in consideration of a policy of insurance, the insured cannot defeat a recovery on the ground that conditions in the policy respecting the ownership of the premises and the use of benzine thereon had been broken, unless the breaches would have defeated a recovery on the policy in case of loss. Davis v. Pioneer F. Co. 102 W 394, 78 NW 506.

Insured's surrendering his town mutual fire policy, with a demand that it be canceled on January 10th, constituted a cancellation of the policy. The company by letter of January 11th sought to have the insured reconsider his action but, instead of replying, he obtained a policy elsewhere for the same coverage. The company was not estopped from setting up that the surrendered policy had been canceled and was not in effect when a loss occurred on February 12th. Waller v. Door County Mut. Ins. Co. 256 W 323, 41 NW (2d) 211.

202.14 History: 1876 c. 344 s. 13; 1878 c. 214; R. S. 1878 s. 1938; 1881 c. 48; 1882 c. 205; 1883 c. 168; 1885 c. 421 s. 3; Ann. Stats. 1889 s. 1938; Stats. 1898 s. 1938; 1913 c. 117; 1923 c. 291 s. 3; Stats. 1923 s. 202.14; 1929 c. 418 s. 16; 1931 c. 387; 1969 c. 337.

202.15 History: 1909 c. 130; Stats. 1911 s. 1941a—1; 1923 c. 291 s. 3; Stats. 1923 s. 202.18; 1929 c. 418 s. 19; Stats. 1929 s. 202.15; 1967 c. 254.

A mutual fire insurance company became a member of a reinsurance corporation and liable to assessment, notwithstanding one of 3 members of the committee of officers appointed to represent the insurance company in organization of the reinsurance corporation took no part in the proceedings of the committee. Wisconsin Town M. R. Co. v. Calumet County Mut. Fire Ins. Co. 224 W 109, 271 NW 51.

**202.16 History:** 1909 c. 130; Stats. 1911 s. 1941a—2; 1923 c. 291 s. 3; Stats. 1923 s. 201.19; 1929 c. 418 s. 20; Stats. 1929 s. 202.16.

**202.17 History:** 1909 c. 130; Stats. 1911 s. 1941a—3; 1923 c. 291 s. 3; Stats. 1923 s. 202.20; 1929 c. 418 s. 21; Stats. 1929 s. 202.17.

**202.18** History: 1909 c. 130; 1911 c. 663 s. 388; Stats. 1911 s. 1941a—4; 1923 c. 291 s. 3; Stats. 1923 s. 202.21; 1929 c. 418 s. 22; Stats. 1929 s. 202.18; 1947 c. 173.

**202.20 History:** 1937 c. 226; Stats. 1937 s. 202.20; 1939 c. 513 s. 42.

## CHAPTER 203.

## Fire Insurance.

203.01 History: 1895 c. 387; Stats. 1898 s. 1941—43, 1941—63; 1917 c. 127 s. 2; 1917 c. 671 s. 26; Stats. 1917 s. 1941x, 1941—63; 1923 c. 291 s. 3; Stats. 1923 s. 203.01, 203.04; 1933 c. 487 s. 80, 81, 81a; Stats. 1933 s. 203.01; 1943 c. 408; 1945 c. 474; 1947 c. 251; 1951 c. 452 s. 1 to 4; 1957 c. 236; 1965 c. 464; 1969 c. 55.

Revisor's Note, 1933: The provision added for damage by lightning is from 203.03. Old lines 1 to 6 are amended to harmonize with 209.06 and old lines 159 to 175 to harmonize with 203.045, and old lines 59 and 60 amended to correspond with 203.03. The lines referred to now misstate the law. Old lines 35, 36 and 37 are struck out because they were repealed by 203.215, rn. 203.11 (chapter 456, Laws 1929). [Bill 50-S, s. 80]

Editor's Notes: (1) Cases arising under various forms of policies existing before the standard policy act of 1895 will be found in Wis. Annotations, 1914.

(2) Prior to the repeal and recreation of 203.01 (ch. 474, Laws 1945) and while the standard fire insurance policy contained a clause that if the interest of the insured be other than unconditional and sole ownership the policy was rendered void, the following relevant cases were decided: Johnson v. Hartland Farmers' M. F. S. Ins. Co. 220 W 77, 264 NW 480; Miller v. Yorkshire Ins. Co. 237 W 551, 297 NW 377; Keller v. Hartford Fire Ins. Co. 239 W 354, 300 NW 471.

- 1. Effect of standard policy; construction.
- 2. Concealment; fraud.
- 3. Perils; loss.
- 4. Conditions suspending insurance.
- 5. Added provisions; permits.
- 6. Waivers.
- 7. Cancellations.
- 8. Mortgage interests.
- 9. Pro rata liability.
- 10. Requirements after loss.