

GENERAL OBSERVATIONS

I. - Insurance against loss and insurance on life are so different business that it is impossible to give a general definition of "insurance" which could apply to both contracts. Consequently no such general definition takes place in the preliminary Chapter of "General Provisions"; - See the Japanese Code, where they have even been reluctant to make a general Chapter on "General Provisions"; they have divided the matter in 2 Parts (namely Insurance against Loss and Insurance on Life), and their Chapter of General Provisions is really one for the "Insurance against loss".

II. - Contents of Policy. - The Japanese Commercial Code takes a great care to enumerate what must be contained in the policy (see s. 403, 425, 430). When the Siamese draft was made, it was not deemed necessary to specify such contents. Since this time, public opinion in Siam has had many times its attention drawn upon the necessity to have a stronger control of so-called Companies of Insurance which make business here, have as a fact no serious guarantees or