to assist our own, knowing the very high character for professional learning and eminent abilities which the Judges of those Courts deservedly bear. In no case could we with more propriety resort to them than the present, for the policy on which this question arises is made with a company incorporated and having its local existence in that country.

The question identical in all respects with that now under our consideration, and arising out of circumstances precisely the same, appears first to have come before the Supreme Court of Massachusetts in Jackson *v.* the Massachusetts Mutual Fire Insurance Company, in 23 Pick. 418, and was there disposed of very briefly in the judgment of Dewy, C. J. He says that an insurance which shall operate to avoid the policy of the defendants as a violation of its rule, must be a valid and legal policy, and effectual and binding upon the assurers: here it was wholly nugatory, and of no effect, because notice of the first was not given to the last office.

Stacey *v.* Franklin Fire Insurance Company, 2 Watts. & Sergt. 507, appears to be a similar decision to that first cited, but I have not been fortunate enough to see the case itself. The same question—the same at least as I take it in principle—came before the Supreme Court of the United States in Carpenter *v.* the Providence Washington Insurance Company, 16 Peters, 495, and reported also in 14 Curtis, 386.

The policy on which the action was brought contained the very same condition respecting notice to be given of any prior or subsequent insurance as that in the Ætna Company's policy. Before the policy in that case had been effected, there had been a prior one made with the American Insurance Company, which was again renewed after that effected with the Providence Washington Company; but neither the prior policy, nor its renewal, were communicated to the latter office until after the loss. An action had been brought on the renewed policy against the American Insurance Company, which was successfully resisted on the ground that there was a material misrepresentation of the cost and value of the property insured. Upon the trial of the action against the Providence Washington Company, the want of notice of the other policy was set up as a defence. It was, however, contended on the part of the plaintiff that though that policy was good on the face of it, yet if it was procured by such a material misrepresentation as that above mentioned, it was to be deemed utterly null and void, and therefore that no notice of it need be given. The Court at the trial refused to instruct the jury so, but on the contrary instructed them that if the policy was at the time it was made treated by all the parties thereto as a subsisting and valid policy, and had never in fact been avoided, but was still held by the assured as valid, then notice of it ought to have been given to the defendants, and if not, the policy declared on was void. The instructions were reviewed and confirmed in the judgment of