"about twenty rods South of the block of cottages on the Depot ground at Rich-
"mond Station, where they are to continue insured the same as before removal.'

(Signed,) HOLLIS SMITH,
Secretary.

Sherbrooke, July 21st, 1855.

This endorsement the Respondents contended should by law have been signed also by the President of the Company, and that not being so signed the policy was voided. The second point turned on the interpretation to be put on the 23rd Section of the Act 4, William 4th, Ch. 33, which is in the following words:—"That if any insurance on any *house* or *building* shall be made with the "Company, and with any other Insurance Company, or office, or person at the "same time, the policy issued by the Company shall be void, unless such double "Insurance shall have been agreed to by the Directors, and their consent to the "same signified by an endorsement on the policy, signed by the President and "Secretary." The Respondents contending that the expressions used necessarily involved goods insured in buildings, and the Appellant on the other hand contending that by the common law of the land, an insurer has a right to insure in as many offices as he likes, without giving any notification whatever to the Insurance Company, with which he originally insures, and that the terms of the Statute must be strictly interpreted and applied only to the cases clearly coming within the precise meaning of the Act.

The Judgment of the Court below was reversed. The following is the judgment of the Court of Appeals:—"The Court considering that the dry goods, crockery, hardware and groceries, the property of the above named John Chalmers, the Appellant in this cause, contained in a store at Richmond, in the Township of Shipton, and mentioned in the Indenture or Policy of Insurance in this cause fyled, were on the 27th day of August, 1855, at Richmond aforesaid, while the said Indenture or Policy of Insurance was in full force and effect, destroyed by fire, without the fault or neglect of the said Appellant: Considering that the said Appellant hath well and truly performed and fulfilled all the covenants and stipulations to be by him performed and fulfilled, in virtue of the said Indenture or Policy of Insurance, and that the said Appellant had a right subsequently to the making and signing of the said Indenture or Policy of Insurance, to have the said goods, crockery, hardware and groceries, insured by the Ætna Insurance Company, without obtaining the consent of the Respondents, and was not bound to give the Respondents notice of such subsequent Insurance: Considering further, that the indorsement on the said Indenture or Policy of Insurance allowing the Appellant to remove the said dry goods, crockery, hardware and groceries to "a new building about twenty rods south "of the block of cottages on the Depot ground at Richmond Station," was made by competent authority and is binding on the said Respondents; and considering that the Respondents have failed to adduce sufficient legal evidence of the material allegations contained in the plea of peremptory exception in this cause fyled, and that by reason of such failure, and of the evidence adduced by the Appellant, the said Appellant had a right to demand from the said Respondents payment of the sum of £375, the Appellant having established by evidence