

without notice until required;" the other: "In case assured shall have already any other insurance on the property hereby insured, not notified to the company, and mentioned in or indorsed upon this policy, the policy shall be void." It was held that though other previous insurance exist, the first clause saves from nullity of policy, though there was no notification to the company of the said other previous insurance.

A condition that notice of all previous insurances upon the property insured shall be given, or the policy shall be void, applies only to insurances effected by the assured; and not to previous insurances by the former owners of the property.<sup>1</sup>

A condition of a policy issued by a fire insurance company was, that notice of any other insurance on the property insured should be given to the company, and that the same should be endorsed on the policy, or otherwise acknowledged and approved by them in writing, else the policy to cease. The insured subsequently effected another insurance on the property, and forwarded a written notice of the fact to the secretary of the company, who replied the next day, "I have received your notice of additional insurance." Held that the assured had done enough, and that there was no breach of the condition, because the insurance company must have apprehended that plaintiff would understand it so, according to all fair interpretation.<sup>2</sup>

A insured with one company, stating that \$8,000 of other insurance existed. A sum of \$2,000 of it dropped afterwards. Then \$2,000 insurance was effected in another company instead of it, but not notified. This is not new insurance destroying the first contract or policy taken by A<sup>3</sup>

#### THE EGG AND THE CHICKEN.

What is described as an entirely new point has been raised in a recent suit which threatens to mar the pleasant relations that have hitherto existed between two residents of Parkville, L. I. The case involves the

ownership of a valuable game chicken that was hatched in Parkville a month ago by a very ordinary sort of chicken without any particular pedigree.

It came about in this way: James McCaughn, who has made a fortune as a truckman in New York, lives in a handsome house in Washington Avenue, Parkville, and amuses himself by breeding game fowl. His birds are very valuable, and bring from \$20 to \$30 apiece. Mr. McCaughn's hen-yard in the rear of his house adjoins the back-yard of James Gormley's house. Mr. Gormley retired from the truck business about four years ago, and since that time has been living at Parkville. His house, which is as imposing as Mr. McCaughn's, faces Foster Avenue. Gormley, however, has been breeding a common lot of hard-working chickens. A picket fence separates his hennery from that of McCaughn's, but occasionally the chickens get mixed up. This never was a cause of dispute between the two neighbours, as it was easy to distinguish McCaughn's high-born fowls and bring them back to their own coop.

A month ago one of Gormley's hens hatched a brood of chickens, and among them was one that gave evidence of game blood. Several days later McCaughn noticed the stranger in Gormley's coop, and immediately put in a claim for it on the ground that one of his fancy hens must have flown over into Gormley's yard and laid an egg in Gormley's hen's nest. On this theory he claimed the chicken. There was no doubting that the chicken was of the same breed as McCaughn's chickens, but Gormley refused to give it up. He admired the chicken. He offered to pay McCaughn \$1 for the egg, but he said that McCaughn's claim on the bird was offset by the fact that one of his hens had worked twenty-one days to hatch the egg. McCaughn would not accept the offer. He wanted the chicken, and he was willing to pay a reasonable price for the services of his hen in hatching the egg, and for whatever corn and other food the chicken had eaten. Gormley rejected McCaughn's offer, and words passed between the neighbours.

After the passage of the words, McCaughn engaged Judge Callahan to bring suit for the

<sup>1</sup> *Tyler v. Aetna Ins. Co.*, 12 Wend. 507.

<sup>2</sup> *Potter v. Ontario & Livingston Mut. Ins. Co.*, 5 Hill, 147.

<sup>3</sup> *Parsons v. Standard Ins. Co.*, 43 Q. B. Rep. Ontario.