afterwards, and before notice was given of the double insurance.

If double insurance exist, without notice, contrarily to a condition, though only for a time, and it cease to exist before loss, so that at the time of loss only one insurance (the original one) exists; yet the original insurers are free.[1] There was a time during which the evil existed that they meant to guard against, namely the temptation to fraud, while the two insurances existed.

Where other insurances are to be notified and endorsed on the insured's policy, the insured cannot recover on his policy unless such endorsement be made, though he gave notice and asked for the endorsement, and alleges neglect of the insurers to indorse.[2]

Other insurances if to be declared *à peine de nullité* must be in France. There is nothing to prevent any number of insurances in the absence of a clause to that effect. C. Com. 359, recognizes successive insurances. The first insurer has to pay, first, the whole loss if the policy be sufficient. If he only insured for partial or small amount, (less than the loss) the second policy is resorted to, and *ainsi de suite*; but companies by their policies, derogate and stipulate for contributions *pro rata* of their interests, and as if all the policies were of one date. A subsequent void policy does not hurt a person insured by an earlier insurance policy, though this read that if the insured make other insurance without consent of the insurers, the policy shall be void.

It is sufficient, too, that the second policy be merely *voidable*. So held in Iowa, (latest cases) Massachusetts, New Hampshire, Ohio, Pennsylvania, Maine, New Jersey, Illinois. Opposed to the above, are: *Bigler* v. *N. Y. C. Ins. Co.*, and English cases, and *Prov. Wash. Ins. Co.* 16 Peters, but Bigler's case was that of plaintiff suing on first policy paid on second one. Yet in Ohio they hold that a man who got second policy amount, might yet sue on first policy. *Firemans Ins. Co. of Dayton* v. *Holt*, Nov. 1879. Alb. L. J. of 1880, p. 357.

If notice be given, and demand to endorse be made, *semble*, this would be sufficient, if the company refuse or neglect to endorse. But the plaintiff ought to show that he did all he could to fulfil his obligation to get the endorsement. There may be a recovery for the loss in the Province of Quebec in such case, though the condition be not literally complied with. The defendant ought to be held barred owing to his fault.[1]

In the case of *Conway Tool Co.* v. *Hudson River Ins. Co.*,[2] the insurance was to cease, if any further insurance be effected "without having the same endorsed on the policy, or otherwise acknowledged in writing." (There was really no prior insurance, though the insured declared there were two.) Subsequent insurance was effected, and not endorsed, nor acknowledged in writing. The agent of the defendants who issued their policy was examined, to prove by parol that he authorized by parol such subsequent endorsement. His statements were held to be inadmissible.[3]

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[1] *Jacobs* v. *Equitable Insurance Company*, 18 Upper Canada Queen's Bench, p. 18.

[2] *Noad* v. *Provincial Ins. Co.*, 18 U. C. Q. B. p. 584.

[1] *Carpenter* v. *Prov. Wash. Ins. Co.*, 4 Howard, 223.

[2] Supreme Court, Mass. A. D. 1853, 12 Cushing's Rep.

[3] The pretention of the insured was, that the subsequent insurance was to take the place of the prior insurances talked of.

CONFLICT OF LAWS—FOREIGN COUNTRY—AUTHORITY OF AGENT.

An interesting point on the conflict of laws in cases of agency was decided by Mr. Justice Day, on the 2nd inst., in the case of *Chatenay* v. *Brazilian Submarine Telegraph Company, Limited.* The point is an entirely new one, and raised the question whether a power of attorney given in a foreign country, but put in force in this country, is to be construed according to the law of the country where it was given, or according to the law of the country where it was put in force. Story, in his work on the Conflict of Laws, says that this point has never, so far as his researches extended, been directly decided either in America or any other country, so that there is no direct authority on the question. The case came before the court under the following circumstances:—The plaintiff, who was resident and domiciled in Brazil, executed in Brazil a power of attorney, whereby he empowered the attorney, a stockbroker in London, "specially to purchase and sell shares