their meaning. Now, taking the words of the condition in their plain, ordinary, obvious meaning, they appear very clear and unambiguous. The underwriters stipulate, that if the assured shall make any subsequent insurance, and do not give notice of it to them, the policy shall cease and be of no further effect. They guard themselves against the doing of a particular act—the making of another insurance—without that act being at once communicated to them; and it is the act itself, not the legal import of that act, which they then speak of. They have no means of knowing what the insured may do, and they therefore require that he shall communicate the fact if he make another insurance; and if he does make it, and does not communicate it, he commits a breach of that faith which they required of him. The making of another policy is not the less complete as a fact, because that policy may from some extrinsic cause have no legal effect. The underwriters do not stipulate against the insured making subsequently a *valid* insurance—that would subject them, it might be, to an intricate question of both law and fact. They say simply that he shall not make such insurance, resting the fulfilment or breach of the condition on the fact alone. And I cannot see the ground that would authorise us to introduce another word which would qualify their language, or give a different meaning to this condition. When the plaintiffs entered into the subsequent policy with the Liverpool and London Company they meant to effect a valid and binding one—they thought they had done so; it was on its face a good and valid one, and was held and acted upon by the plaintiffs as valid in all respects for, after the loss, they called upon that company to pay the amount insured by it. If the policy made with the Ætna Company had not then been made known to or discovered by the Liverpool and London Company, the latter would in all probability have paid the loss, as the Ætna might have paid it, if the other insurance had not then been made known to them. Surely, under these circumstances, this was an insurance made by the plaintiffs within the condition of their policy with the defendants, within, not merely the letter, but the very spirit and intention of it, and which ought to have been communicated to those underwriters. If the object and intention of the condition was, as the high authorities of the Court of the United States which I have referred to inform us, to check over-insurances, so that the assured should retain himself an interest in the property, which would excite him to care and vigilance in the preservation of it—and I will add, would remove the temptation to destroy which may arise where insurances have been effected beyond its value—then the application of the condition to such a case as the present is clear. For the effect would be the same, whether the assured had entered into a second which could not be avoided, or into one which he meant and believed to be valid. It is true that in this case the plaintiffs may not have known of the first policy, and might not therefore in-