

nels, &c., the loss, according to him nearly equals whole amount of purchases. Kingan's object appears to be to shew that Appellant *may* have had goods destroyed exceeding £975, the amount of both policies of insurance. Respondents did not attack Appellant's statement of loss with the object of shewing that he had not £975 worth of goods lost. Such a negative they could never have hoped to prove. Their object was to convince the Court that the statement was fraudulent, and therefore vitates Appellant's policy. The following was the judgment rendered by the Superior Court on the 27th day of March last, which Respondents feel confident must be confirmed on many grounds:

MR. JUSTICE SHORT.

"The Court having heard the parties by their respective Counsel, examined the proceedings and evidence of record, and on the whole deliberated, considering, among other things, that at the time the goods insured by the Defendants in this cause, for the loss of which the Plaintiff claims to be indemnified by said Defendants, were destroyed, the said goods were also insured by the Aetna Insurance Company, such last mentioned insurance having been effected by the Plaintiff without the consent in writing of said Defendants as by law required, and without their knowledge, as is proved, by the evidence adduced in this cause by the said Defendants, and that by reason of such double insurance, the policy granted by the said Defendants to the said Plaintiff, on which his action in this behalf is founded, became null and void, doth maintain the exception of the said Defendants lastly pleaded in this cause, doth declare the said policy so granted by the said Defendants to the said Plaintiff, null and void, and doth dismiss the action of said Plaintiff in this behalf with costs, distraction whereof is granted to Sanborn & Brooks, Esquires, the Defendants' Attorneys."

Dated 22nd May, 1858.

SANBORN & BROOKS,
Attorneys for Respondents.