upon its face, without any reference whatever to extrinsic facts. Mr. Justice Mason therefore treats that case as establishing a principle which decides any case that comes within it, as I have already said it must do, and not as being confined to the circumstances of the case itself. It settles, he thinks, the very identical point before us, as it appears also to me to do. Mr. Justice Mason then goes on to state that the Globe policy was not either void or voidable on its face, it was merely voidable by the underwriters upon due proof of the facts. The plaintiff, he says, held on to that policy until after the destruction of the property insured, and brought an action upon the policy against the Globe Company, thereby affirming the validity of the policy which that company settled by giving their notes.

The plaintiff having effected this policy in the Globe Company, and held it as valid, deriving all the benefit of an insurance contract from it, were bound to give notice to the defendant under the clause of their policy, although the policy was voidable if the Globe Company saw fit to set up the defence. The case falls within the very words and meaning of the stipulation in the defendants' policy. He adds: "I am aware that the case of Jackson *v.* the Massachusetts Mutual Fire Insurance Company, 23 Pick. 418, and Stacey *v.* the Franklin Fire Insurance Company, 2 Watts. and Serg. 544, held a different doctrine, but these cases, so far as they conflict with the views above expressed, are not to be followed." Now this case is in every respect on all fours with that before us, even to the circumstance of the plaintiff having treated the subsequent policy as valid by calling upon the company for payment under it, after the loss had taken place, though I do not myself consider that a circumstance of very great moment, further than as conclusively showing that the subsequent policy was meant and was treated as a valid subsisting policy. The question, therefore, which has arisen in the present case I must consider under these late decisions, and especially under the more authoritative one in the Supreme Court of the United States, to have been fully settled in that country

But without referring to any of these cases, and looking to this question as a new one in which these lights were wanting to guide us, I confess that I should arrive at the same conclusion. This clause in the policy, as well as the whole instrument, is to be construed according to the plain ordinary meaning of the language in which it is expressed. We are not to go out of its ordinary meaning to find another of a more enlarged or more restricted nature, unless we can clearly gather from the instrument itself that such was the intention of the parties thereto. It seems both the simplest and the safest course to give them the credit of meaning just what they say; no doubt there are exceptions, which require us to depart from a literal meaning, but this can only be done when we are satisfied that the words themselves do not express