In the absence of any provision requiring the notice to be given or acknowledged in writing, verbal notice given in his office to an agent authorized to receive applications for insurance and to receive premiums is sufficient.

In the case of *Beals* v. *The Home Ins. Co.*,[1] where other insurances were to be notified, the other one was notified as existing at date of policy, namely in the O. & L. Co. It however expired in November, and for it was substituted like amount of insurance in the L. I. Co. The agent of defendants was agent of the L. I. Co. It was not expressly held, but *semble* it would have been held not necessary to have notified.

If a condition printed require notice of second insurance to be given immediately and endorsed on the policy, but in the body of the policy be written less, and what does *not* exact immediate notice and endorsement, such notice and endorsement will not be exacted; but notice even after loss and no indorsement may suffice. This was ruled in the case of *Soupras.* [2]

As to "reasonable diligence" at the end of the Ætna clause (*ante*), I would say that that is for the jury. In Lower Canada the insured would probably recover, though giving notice only with his particulars of loss.

Where "notice" is to be given of other insurances, and condition be simply that the notice may be verbal at office, see Sexton case, 9 Barbour.

If there be no special inquiry, or condition to that effect, the insured is not bound to refer to other insurance.

§ 184. *Levy on Property Insured—Execution against Buildings—Fi. Fa. de Bonis et de Terris.*

Sometimes the condition reads that the policy shall cease if the property insured "shall be levied on or taken into possession under any proceeding in law or equity. Under this condition it has been held that only personal property was in view. [3]

§ 185. *Effect of Double Insurances.*

Ellis says: Even without a special condition of the policy, an insured effecting a double insurance can only recover the real amount of his loss, and if he sues one insurer for the whole, that insurer may compel the others to contribute their proportional parts." Kent (Comm., vol. 3) is to the same effect. He refers to *Millaudon* v. *Western M. & F. I. Co.*,[1] by Curry; so if A insure property with B for $5,000 and with C for $5,000, saying nothing to either of the double insurance, he may, if he lose $5,000, sue either of the insurers, but if one pay in full he may go against the other for half of $5,000. In England there is contribution between co-sureties whether by separate instruments or by the same one, says *Burge*; this as a result of general equity. In Scotland all of several policies are considered one, and there is contribution. In modern France, *co-fidéjusseurs, whether by one or several deeds,* can claim contribution, and this is reasonable, says Troplong, No. 426.

According to *Burge*, several insurers, though by different policies, may be considered debtors *in solido*; but are they? I do not think so. Suppose several insurers by policies of different dates, and for different sums, can such be considered debtors *in solido*? Are they *fidéjusseurs* at all?

In case of double insurance, the insured may sue whom he pleases of the different insurers, and they have contribution among themselves.[2] But policies prevent this, sometimes.

If one insurer pays the whole of the loss, he may recover a ratable contribution from the insurer in the other policy; Angell (Insurance)—otherwise the insured might "select his victim," says Angell.

In case of a house burnt, insured by several policies, (unless there be a condition to the contrary) the insured may sue whom he pleases. If the late one pay, as it must, the whole loss when sued, it has a recourse against the others for contribution in proportion to their insurances. Code de Commerce, 359.

It is different in maritime assurance, p. 270, 2nd part, Sirey of 1852.

This is the usage, too, says Sirey, in a note,

[1] 9 Tiffany.
[2] 1 L. C. Jurist.
[3] *Ins. Co.* v. *O'Maley*, 22 Am. Rep., Pennsylvania.

[1] 9 La. Rep.
[2] *Wiggin* v. *Suffolk Ins. Co.*, 18 Pick.