

Cheshire, }
Dec., 1900. }

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MARSH v. NEW HAMPSHIRE FIRE INSURANCE CO.

A fire insurance policy on a mill building, and all additions thereto adjoining and communicating, covers an engine-house and dry-house connected with the main structure by a movable bridge.

DEBT, on a policy of insurance. Trial by jury. The plaintiff is a pail-maker. His plant consists of a frame mill building with an addition built on to it, a dry-house about twelve feet from the main building, and an engine-house about four feet from the dry-house. The engine-house and the dry-house are connected with the main building by a movable bridge. All the buildings are occupied by the plaintiff for the purposes of his business, and are commonly spoken of as his pail shop. The agent who wrote the policy was familiar with the premises. The engine-house and the dry-house were damaged by fire, May 17, 1899. A nonsuit was ordered on the ground that they were not included in the policy, and the plaintiff excepted.

Oliver E. Branch, for the plaintiff.

Samuel C. Eastman, for the defendants.

YOUNG, J. The language of the policy, "on frame mill building and all additions thereto adjoining and communicating . . . occupied by the assured as a pail shop," was apt to describe the buildings occupied by the plaintiff in manufacturing pails, and commonly spoken of as his pail shop. "All additions" means more than a single addition. "Adjoining" describes the addition built on to the main building. "Communicating" describes the dry-house and the engine-house, for they communicate with the main building by means of the movable bridge. 2 Cent. Dict., communicate, int. The description included all additions which either adjoin or communicate with the frame mill building and were occupied by the plaintiff for manufacturing pails. Consequently the policy covered both the engine-house and the dry-house.

Exception sustained: judgment for the plaintiff.

CHASE, J., did not sit: the others concurred.