

CASES ADJUDGED
IN THE
SUPREME COURT OF THE UNITED STATES
AT
OCTOBER TERM, 1918.

PORTSMOUTH HARBOR LAND & HOTEL COM-
PANY ET AL. *v.* UNITED STATES.

APPEAL FROM THE COURT OF CLAIMS.

No. 381. Argued May 1, 1919.—Decided May 19, 1919.

Additional discharges of projectiles over part of plaintiff's land, held not to involve a taking of property. *Peabody v. United States*, 231 U. S. 530.

Applications for remand and for additional findings denied.
53 Ct. Clms. 210, affirmed.

THE case is stated in the opinion.

Mr. John Lowell, with whom *Mr. Frank W. Hackett* was on the brief, for appellants.

Mr. Assistant Attorney General Brown, with whom *Mr. Charles H. Weston* was on the brief, for the United States.

Memorandum opinion by THE CHIEF JUSTICE.

Recovery was sought in the court below from the United States for property taken by it as the result of the alleged firing of guns in a fortification on the coast of Maine and the passing of the projectiles over and across

a portion of the land alleged to have been taken. The court finding that a former case by it decided against the owners and here affirmed (*Peabody v. United States*, 231 U. S. 530), for taking of the same land resulting from instances of gun fire resulting from the same fort and guns, was identical with this, except for some occasional subsequent acts of gun fire, held that case to be conclusive of this and rejected the claim on the merits.

Coming to consider this action of the court in the light of the findings by it made, we are constrained to the conclusion that it was right and that no possible difference exists between this and the *Peabody Case*. Before applying this conclusion we say that we find that the record discloses no ground for the applications here made to remand and for additional findings.

Judgment affirmed.

AMERICAN FIRE INSURANCE COMPANY *v.* KING
LUMBER & MANUFACTURING COMPANY.

ERROR TO THE SUPREME COURT OF THE STATE OF FLORIDA,

No. 308. Argued April 22, 1919.—Decided May 19, 1919.

- A fire insurance company transacting business in a State other than that of its incorporation is bound, in respect of such business, by the laws of the State where the business is transacted. P. 9.
- A Pennsylvania fire insurance corporation, through a series of years issued a succession of policies on property in Florida, the business being done through local brokers who applied for the insurance, received and transmitted the premiums, drew their commissions from the company and were consulted by it as to the subject-matter insured and the other companies carrying insurance thereon. The policies, executed in Pennsylvania and sent to the brokers by mail, each contained a warranty for concurrent insurance throughout its term in another specified company, but, with the knowledge