interest in some branch of his work. The general practitioner must be better instructed in surgery, because he usually is the arbiter who decides whether the surgeon shall be called in; but the surgeon himself must be worthy of the honor conferred upon him, and it is only by strenuous work and special training that he can fit himself to fill properly his place.—*International Journal of Surgery.*

Insurance Company's Medical Examiner Cannot be Agent of Person Insured.

In an action by Mrs. George Sternaman against the Metropolitan Insurance Company, to recover on a policy on the life of her husband, the question to be determined by the New York Court of appeals was whether, when an applicant for life insurance makes truthful answers to all questions asked by the medical examiner, who fails to record them as given, and omits an important part, stating that it is unimportant, the beneficiary could show the answers actually given, in order to defeat a forfeiture claimed by the company on account of the falsity of the answers as recorded. It was agreed in Mr. Sternaman's application that the medical examiner, who was employed and paid by the company, should not be its agent, but solely the agent of the insured. The court, in reversing the Fourth Appellate Division of the Supreme Court, holds that while the parties to the policy could agree that the person who filled out that part of the application to be signed by the insured was the latter's agent, they could not agree in this manner in regard to the blank to be used by the medical examiner. The medical examiner of an insurance company is the agent of the company, and not of the applicant. The knowledge he acquires, his interpretation of the answers given, and his errors in recording them are the knowledge, interpretation and errors of the company itself. The company is, therefore, estopped from taking advantage of what it thus knows and what it thus does, when it issues a policy and takes the premium. After stating that the power to contract is not unlimited, Judge Vann, speaking for the court, says: "Parties cannot make a binding contract in violation of law or of public policy. They cannot in the same instrument agree that a thing exists and that it does not exist, or provide that one is the agent of the other, and at the same time, and with reference to the same subject, that there is no relation of agency between them. . . . They cannot by agreement change the laws of nature or of logic, or create relations, physical, legal or moral, which cannot be created. In other words, they cannot accomplish the impossible by contract." Chief Judge Parker and Judge Gray dissented.—*Boston Medical and Surgical Journal.*