

the policy except his signature, when necessary, to the first receipt of premium, nor to waive forfeiture of the same.' A premium was not paid in time, the result of which was to forfeit the policy, unless the plaintiff proved that the company had legally waived the payment as it became due. The plaintiff showed no waiver, except that the local agent had orally consented that the plaintiff could pay it afterward, 'when he had it.' The policy was upon the life of plaintiff's wife. Held, that the agent could not waive the payment in the face of this provision in the policy. In *Insurance Co. v. Fletcher, supra*, the assured signed the application, but it was claimed he did not know it was to be a part of his policy—that one agent read the questions over, which he answered truthfully, while another agent pretended to write down his answers; that he had no reason to suppose that such answers were taken down differently from those given; that he was asked to sign the paper to identify him as the party for whose benefit the policy was to be issued, and that he signed it without reading it, and did not read his policy when he received it, nor at any time. The answers so written were false, and not as the assured gave them. The application contained an agreement that, if any of the answers were false, the policy to be issued upon them was void. The court held it was 'his duty to read the application he signed. He knew that upon it the policy would be issued, if issued at all.

If he had read even the printed lines of his application, he would have seen that it stipulated that the rights of the company could in no respect be affected by his verbal statements, or by those of its agents, unless the same were reduced to writing, and forwarded with his application to the home office. The company, like any other principal, could limit the authority of its agents, and thus bind all parties dealing with them with knowledge of the limitation. It must be presumed that he read the application, and was cognizant of the limitations therein expressed.' *Insurance Co. v. Fletcher*, 117 U. S. 529. It will be seen that the principles laid down in these cases do not reach or govern the case at bar. *Insurance Co. v. Lewis*, 30 Mich. 41, distinguished.

The fraud of the agent was not her fraud, nor was she in any respect negligent. The company was negligent, and must suffer, rather than Mrs. Baker, for taking and acting upon an application wholly, signature and all, in the handwriting of an agent whom it declined in the express provisions of its policies to trust."—*Albany Law Journal*.

RAILWAY BRIDGES CROSSING HIGHWAYS.—A recent decision of the Court of Appeal is of some importance to the highway authorities throughout the country whose roads are crossed by railways, and it may be of general interest to our readers to indicate the nature and extent of the liability imposed upon railway companies to maintain the bridges which cross highways and the roadways upon or under such bridges. The Railways Clauses Act, 8 Vict. c. 20, s. 46, enacts, that if a line of the railway cross any turnpike road or public highway then (except where otherwise provided by the special Act) either such road shall be carried over the railway, or the railway shall be carried over such road, by