

ward, it is not barred by the statute of limitations. P. S., c. 217, s. 3.

The charge of August 3, 1872, for \$32.50, was not payable at a specified time. The plaintiff might have brought an action upon it at any time after the date of the agreement. It was therefore barred by the statute of limitations when this action was begun. *Odlin v. Greenleaf*, 3 N. H. 270.

The judgment should be modified to conform to these views.

Exception sustained.

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

Merrimack, }
Dec., 1896. }

CONCORD v. BOSTON & MAINE RAILROAD.

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It is the duty of a railroad corporation to light a covered highway bridge over its tracks, when the public safety requires it.

DEBT, for money paid for lighting a covered bridge on a highway in Concord. Facts agreed. Prior to the building of the bridge, Bridge street crossed the defendants' tracks at grade. The bridge was erected by the defendants about 1860 as an overhead railroad crossing, and they have maintained and kept it in repair. Within one half mile from the bridge there are one hundred inhabitants, and it is necessary that the bridge should be lighted. In June, 1895, the parties agreed that for the safety of the public the bridge should be lighted, that the expense of lighting should be paid in the first instance by the plaintiffs, and that the defendants would repay the same to the plaintiffs in case the court should determine that the expense should be borne by the defendants.

Sargent, Hollis & Niles, for the plaintiffs.

John M. Mitchell and Frank S. Streeter, for the defendants.

CARPENTER, C. J. "It shall be the duty of the proprietors of every railroad to provide suitable crossings . . . for the accommodation of the public." P. S., c. 159, s. 1. The bridge is a crossing. Until it is made reasonably safe and convenient for the public use it is not suitable. It being agreed that the public safety requires the bridge to be lighted, there must be

Judgment for the plaintiffs.

All concurred.