

Merrimack, }  
 June, 1897. }

ORDWAY v. BOSTON & MAINE RAILROAD.

CASE, by an employee of the defendants, for negligence. The court ordered a nonsuit, and the plaintiff excepted.

*Sargent, Hollis & Niles*, for the plaintiff.

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

WALLACE, J. There was no evidence upon which the jury could properly find that the plaintiff was ignorant of any fact material to his safety.

*Exception overruled: judgment for the defendants.*

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

Rockingham, }  
 Dec., 1897. }

TABOR v. ROCKINGHAM FARMERS' MUTUAL FIRE INSURANCE CO.

ASSUMPSIT, on a fire insurance policy, to recover for a loss occurring under circumstances during whose existence or continuance the policy provided it should be void and inoperative. As the only grounds upon which the plaintiff sought to avoid the conditions of the policy were oral statements made to him by an agent of the company, who had only authority to solicit risks, receive applications, deliver policies, and collect premiums, judgment was ordered for the defendants. *Heath v. Insurance Co.*, 58 N. H. 414.

*Greenleaf K. Bartlett*, for the plaintiff.

*Henry A. Shute*, for the defendants.

CHASE, J., did not sit.