"sufficient to have proved that letter written by the agent: but, if the letter even offered as proof of "the contents of a pre-existing agreement, it was properly rejected."—See Taylor § 539.—The letter in this cited case was, in fact, subsequent to the contract. In the cases of 4 Taunt. 511 and 565 of Langhorn vs. Allnott and Kahl vs. Janson, the Court of Common Pleas decided that the letters of an agent abroad to his principal, containing a narrative of the transactions in which he has been employed, were not admissible in evidence against the principal as the mere representation of the agent, because they were not part of the *res gestæ*, but merely an account of them. See also Reyner vs. Pearson Ibid 662—where the general rule is this, when it is found that one is the agent of another, whatever the agent does, or says, or writes at the making of the contract as agent, is admissible in evidence against the principal: but what this agent says or writes afterwards is not admissible. So also 4 Rawl- 294 per Rogers, J.: Hough vs. Doyle—so this same principle will be found in Betham vs. Benson, Neil Gow's R. 45. Ch. J. Dallas there says it is not true that when an agency is established, the declarations of the agent are admitted in evidence merely because they are his declarations; they are only evidence when they form part of the contract entered into by the agent on behalf of his principal, and in that single case they become admissible, these declarations, at a different time, have been decided not to be evidence; numerous English and American authorities may be cited in addition; a few will suffice:—1, B and C, 473; 8, Bing, 471; 19, Pick, 220; 7, Cranch, 336; 2, Hill, 464; 3, Hill, 362; and, lastly, Taylor on evidence, p. . Considering these authorities as the true exponents of the law on this point, it follows that the evidence in question was not legal and should not have been submitted to the jury; it was not contemporaneous with the contract not *dum fervet opus*. It may also be remarked that, as that evidence was intended to disprove the existence of a warranty written in the policy, its admission controverted another established rule of evidence, which prohibits the admissibility of parol or extrinsic evidence to contradict, vary, or control written contracts. Nos. 3 and 4 refer to the rejection of evidence offered. The Defendant proposed to show, by the witnesses Tait and Lunn, that the insurance effected by the Plaintiff with the first Insurer, the Equitable Company, was accompanied by false and fraudulent misrepresentations at the time of making the insurance with that Company, as to the condition and circumstances of the Malakoff, and as to the stipulation of her navigating. The Judge in limine stopped the question and prevented any answer from being given. As the ruling is reported, without stating the legal ground taken for it, the authority from 3 Kent Com. p. 284, cited by Plaintiff's counsel arguendo upon the motion may probably be the support, and is as follows:—"This rule has not been favourably received by later judges, and it is strictly confined to representations made to the first underwriter, and not to intermediate ones. Nor does it extend to a subsequent underwriter on a different policy, though on the same vessel and against the same risks. See, also, 2, Johns, 157. The facts in the evidence in relation to this ruling are as follows: Wood, the witness above spoken of, was the agent of the Ætna, the Defendants, and of the Home Offices, and was applied to by Tate, the Plaintiff's agent, to ascertain the rate of Insurance. Tate intimated to Wood his desire to effect insurance upon the Malakoff for £3,000, to be distributed among three different offices for £1,000 each. Having effected insurance on the 30th of July with the Equitable, he, on the following day, the 31st, applied to Wood to complete his original purpose; stated his previous insurance with the Equitable, and obtained from Wood insurance with the Defendants for another £1,000, as, above, and with the Home Office for the third £1,000. The original purpose and intention intimated to Wood, was in this way perfected, and the insurance with the Equitable was noted in the Defendant's policy. In England these insurances would, of course, have been effected with the underwriters by the usual slip process, showing the signature of the Equitable as first insurer, and those of the Defendants and the Home Office as second and third insurers, and there any false or fraudulent representation made to the Equitable would avail to the Defendants in resisting the claims against them. In Barber *vs.* Fletcher, Dougl. 305, Lord Mansfield said "it had "been determined in divers cases that a representation to the first underwriter extends to all the "others." See also other cases—"Pearson *vs.* Watson, Cowp. 785; Stackpool *vs.* Simon, Park, 932; Marsh 772; Tersé *vs.* Parkinson, 4 Taunt. 440 and 849; Forrester *vs.* Pigou, 1 M. and S. 9; 3 East. 572; 2 Camb. 544. So also Phillips's commenting upon this rule, at No. 554, says:—"The principle on which this rule rests is, that in offering to a party a policy subscribed by another, "the insured implies a proposal that the party to whom it is offered shall enter into the same contract "which that other has entered into whose name is already upon it, unless such presumption is "rebutted by what passes between the parties to the subsequent signature; and the contract will not "be the same if there are certain conditions between the parties to the prior subscription which do "not form a part of the contract between those to the subsequent one. The rule is usually stated, "generally, that a representation to the first underwriter is such to the others, and the meaning "evidently is, that the subsequent subscribers may avail themselves of the rule in defence against a "claim on the policy, and this is the result of the jurisprudence on this matter." The exigencies and necessities of trade in the extensive and busy marts of England, and the number and variety of insurance transactions that must be effected within short periods of time, have established the system of slip certificates, by which each subscriber in effect becomes an individual insurer, though on the same policy, and the usages of trade then come in and give effect to the separation; hence it becomes necessary to recognize the influence of "such a rule, which is grounded upon the reasonable pre-