exist with reference to the effect of a new promise in the case of a debt already barred, it is settled that a new promise, made before the debt is barr^d, does not create a new cause of action, but merely suspends the bar of the sta.ute for another period of limitation datihg from such new promise." And upon this last principle the case was decided.—*Central Law Journal.*

LIABILITY OF INSURANCE COMPANY.—A novel question was decided in *Baker* v. *Ohio Farmers' Ins. Co.*, Michigan Sup. Ct., holding that where the agent of an insurance company fills out and signs an application in which the property is declared to be unincumbered, although the assured in her oral application disclosed a mortgage thereon, the company is liable, notwithstanding the provisions of the policy exempting it from liability in case of misrepresentation by agents. The court said: "In the case under consideration the assured had in no manner authorized or permitted the agent to act for her, and his act, as before shown, was the act of the company, in which she had no part or knowledge. Nor was she bound in any way to know it, or to make inquiry in regard to it. We are not referred to any case wherein the policy of insurance contained the precise clause relied upon in the present case, to wit, that the 'company shall not be bound by any act or statement made to or by the agent or other person, which is not contained in the written application or indorsed on the policy.' The counsel admits that this language is comparatively new in the insurance policies, but claims that his view of the case, and the effect of this clause, is sustained by the following authorities: *Insurance Co.* v. *Lewis*, 30 Mich. 41; *McIntyre* v. *Insurance Co.*, 52 id. 188; *Cleaver* v. *Insurance Co.*, 32 N. W. Rep. 660; *Catoir* v. *Insurance Co.*, 33 N. J. Law, 487; *Moore* v. *Insurance Co.* (Iowa), 34 N. W. Rep. 183; *Chase* v. *Insurance Co.*, 20 N. Y. 55; *Enos* v. *Insurance Co.*, 67 Cal. 621; *Insurance Co.* v. *Fletcher*, 117 U. S. 519. In 20 N. Y., *supra*, the application was signed by the assured, and it contained a clause expressly stating that the company should not be bound by any act done or statement made to or by any agent or other person, which was not contained in such application. As the assured signed this application, he was presumed to know the contents of it. He was therefore not permitted to show the knowledge of the agent, who examined the premises and wrote up the application, that it was not correct in its statements. 20 N. Y. 55, 56. In *Enos* v. *Insurance Co.*, *supra*, the policy contained a provision 'that this company shall not be bound by any act or statement which is not contained in the written application or indorsed upon the policy.' It was held that the local agent could not waive any of the provisions of the policy. It does not appear from the report of the case what particular thing or point in the policy was undertaken to be waived, or in what manner, except that such waiver, whatever it may have been, was not written upon the application or the policy. 67 Cal. 622, 623. *Moore* v. *Insurance Co.*, *supra*, does not touch the point involved here, as will be seen by an examination of the case. The case of *Catoir* v. *Insurance Co.*, 33 N. J. Law, 487, was one where the policy contained the following clause: 'Agents are not authorized to make contracts for the company, nor to write upon