

By the 3rd variation, the words "or its local agent" are struck out from the 3rd statutory condition, so as to require notice of the change to be given to the company.

In my opinion, this is a just and reasonable variation. This particular company have between 400 and 500 local agents in all. The only evidence of the power or authority of these agents is derived from the evidence of what this particular agent Johnston did in the present instance. He was at the same time local agent for the Economical Insurance Company, in which plaintiff had been insured before the date of the present policy, and he changed her, he says, from that company to defendant company. He filled up the application, procured her to sign it, and forwarded it to defendants. When the fire occurred, he informed the company of it. He does not appear to have had any powers or authorities of a general character, so as to constitute him a general agent of the company for all purposes. The words "local agent" in the statutory conditions may not improbably have been intended to apply to the provincial agents of companies having their head offices out of Ontario. When, however, a company have their head office in the province, and have no general agents away from their head office, but only local agents having the limited duties which Johnston seems to have performed, I can see nothing unjust or unreasonable in their stipulating that notice of an important change in the character of the risk should be communicated to their head office, particularly as the 23rd statutory condition permits it to be given by the sending of a registered letter to the head office of the company, and the address for the purpose is printed on the back of the policy. Or, to put it in another way, the statutory condition No. 3 assumes the local agent of the company to have authority to receive such notices; the company by their variation inform the assured that the local agent has no authority, and that such notices may be sent to them by registered letter, as provided by the 23rd statutory condition. I can find no hardship in such a stipulation, and I think it just and reasonable.

Therefore I find that plaintiff made a material alteration in the risk by substituting steam for water power; that she did not give notice in writing to defendants; and that she cannot recover upon this policy.

Action dismissed with costs.