terms of the contract, he had no power to make, alter, or discharge any contract given on behalf of the company, or to waive any forfeiture or grant any permit or to collect any premiums except those for which policies or official receipts had been sent to him for collection.

In the body of the policy it is stated that none of the terms of the policy could be modified nor any forfeiture waived except by agreement in writing signed by the president, a vice-president, or the managing director, whose authority for such purpose it was therein declared could not be delegated.

In the month of August, 1899, or before the expiry of the two-year period, Mr. Telfer retired from the agency, although he continued to forward premiums upon this and some other policies which had been received by him while agent. He, however, never notified the defendants of what he had heard concerning the change of employment, which he apparently did not regard as a matter of any moment, as of course it would not have been if it had occurred, as he probably assumed, after the two years had expired.

Notice to any agent in the position of Mr. Telfer, even if his employment had continued, would not be notice to the company. That seems to be settled by authority binding upon this Court. See Western Assurance Co. v. Doull, 12 S.C.R. 446; Torrop v. Imperial Fire Insurance Co., 26 S.C.R. 585. See also Imperial Bank of Canada v. Royal Insurance Co., 12 O.L.R. 519, where many cases, including Wing v. Harvey, 5 DeG. M. & G. 265, upon which the learned trial Judge relied, are cited; and Wells v. Supreme Court of the Independent Order of Foresters, 17 O.R. 317. The result might be otherwise if there were any circumstances from which it could be reasonably inferred that the knowledge acquired by the local agent had been in any way communicated to the head office. There are, however, here no such circumstances, while the uncontradicted evidence of Mr. Marshall makes it beyond question that in fact the company never actually had, until the death, any notice or knowledge whatever of the change.

The appeal must, therefore, in my opinion, be allowed, and the action dismissed. And, under the circumstances, the usual consequences as to costs must follow. It is a great pity that the very reasonable offer made by the defendants at the trial, to pay such an amount as the premiums would have paid for in the new and more hazardous employment, was not accepted. I have, of course, no power to impose such a term; but I may at least ex-