now in question. But be that as it may, the expression certainly includes everyone operating or assisting in the operation of a machine containing an edged-tool. The appellants would have us limit it to the operation, not of the machine but of the edged-tool itself—in this case, the circular saw. That contention is certainly wrong. It is not what either the act or the regulation says.

"Working on an edge tool machine," therefore, does not mean merely making use of the edge tool —the saw—putting it in operation and so on, but comprises working upon any part of the machine, helping in any part of the operation. All parts of the prohibition is extended to working on the machine in any capacity whatsoever.

For these reasons, I consider that the trial judge was right in finding that young Jolicoeur was employed by the appellants in violation of law as to age, and that he was, therefore, not one of the persons covered by the policy.

Question of Waiver.

The appellants' second ground of appeal is that the course of conduct of the respondents in relation to this matter constitutes acquiescence, or waiver, or estoppel, or whatever may be the proper term to describe admission of liability on their part for damages arising out of the accident in question. Acquiescence or waiver, however, could be brought about only by an express agreement between the parties made with the same formalities as the contract itself. The respondents were represented in

these negotiations throughout by Mr. Brown, their claims adjuster, and he had no authority, express or implied, to waive any of respondents' rights under the policy nor to bind them to liability beyond that expressed in the policy. Moreover, the acts and conduct of Brown relied upon by the appellants were not such as to support the appellants' contention, even if he had authority to bind respondents.

For these reasons, I am of the opinion that the judgment a quo is well founded on this point also and that it should be confirmed.

Judgment accordingly, Mr. Justice Allard dissenting.

Dessaulles & Co. appeared for the appellants, with P. St. Germain, K.C., as counsel, and J. T. Hackett, K.C., with J. A. Mann, K.C., as counsel for the insurance company.

Canadian Fire Underwriters Association

The semi-annual meeting of the C. F. U. A. was held in Ottawa on Tuesday and Wednesday this week. There was a large attendance of members, who had a busy session discussing important matters incident to the business. The meeting was followed by the annual meeting of the Western Canada Fire Underwriters Association.