point of view what had taken place between him and Wickens, and asking to have the $30 which Wickens promised sent. This was not sent, and no reply was sent to plaintiff's last letter.

In due course, after some weeks of remaining in bed, plaintiff returned to work for defendants. Mr. McIntosh appeared to desire to act as plaintiff's friend down to 13th May, when the $30 was handed over, and plaintiff continued to work for defendants until some time after that date. By the conduct of defendants plaintiff was thrown off his guard as to seeking legal advice, and as to informing himself about giving and as to giving the statutory notice.

I think there was in this case such reasonable excuse for want of notice as is within the contemplation of the statute. The late case of O'Connor v. City of Hamilton, 10 O. L. R. 529, 6 O. W. R. 227, refers to and is consistent with Armstrong v. Canada Atlantic R. W. Co., 4 O. L. R. 560, 1 O. W. R. 612, and this case warrants my conclusion upon this point.

I confess to having had considerable difficulty in coming to a conclusion on the question of settlement and release. The case is very close to the line. When the alleged settlement was made, plaintiff had gone back to work, and there was the confidential relationship of master and servant between them. There is a great deal to be said against allowing such a settlement to stand, reading all the evidence in the way most favourable to defendants. . . .

[Remarks of Boyd, C., in Doyle v. Diamond Flint Glass Co., 8 O. L. R. 499, 502, 3 O. W. R. 921, referred to.]

No doubt plaintiff was competent to make his own settlement if the parties had come together, plaintiff making a claim and defendants disputing it, either as to liability or amount, so that there would have been discussion and determination once for all. But that is not what was done. Wickens, who was acting for the insurance company, was promptly at plaintiff's bedside, and so sympathetic that plaintiff, certainly at first, thought him some good friend willing to compensate him for 3 weeks' loss of wages. It is not pretended now that, if plaintiff is entitled to recover at all, this sum is anything like sufficient. It was in lieu of wages for 3 weeks, the third week having been entered upon. Nothing for any further time and nothing for pain and suffering or for medical attendance. Inadequacy of consid-