

was given by plaintiff with full knowledge of its contents, was given by him with full intention of releasing defendants from all liability." And upon the two grounds the action was dismissed.

Plaintiff appealed and asked for judgment for \$250 upon the findings of the jury.

J. M. Ferguson, for plaintiff.

R. U. McPherson, for defendants.

The judgment of the Court (FALCONBRIDGE, C.J., BRITTON, J., CLUTE, J.), was delivered by

BRITTON, J.:—The grounds of appeal taken by plaintiff in his notice of motion which were relied upon on the argument are that the trial Judge erred: (1) in holding that there was not reasonable excuse for the omission on the part of plaintiff to give notice as required by the Workmen's Compensation for Injuries Act; and (2) in holding good the document alleged to have been executed by plaintiff as a release by plaintiff to defendants so as to prevent plaintiff's recovery in this action.

This seems to me, upon all the evidence, to be clearly a case where under the Act there was reasonable excuse for the want of notice. It was practically conceded that defendants have not been by want of the formal notice prejudiced in their defence. Mr. R. K. McIntosh, the manager of defendants, knew of the accident on the day it happened, and he informed a Mr. Wickens, the chief engineer of the Canadian Casualty Boiler Insurance Company, in which company defendants held a policy, of this accident. Defendants knew that Wickens saw plaintiff shortly after the accident, and on 25th March, 1905, defendants received Mr. Wickens's report. On 26th March plaintiff wrote to Mr. McIntosh about the matter, and on 28th Mr. McIntosh replied, stating in substance that if the matter was not arranged with Wickens, he (McIntosh) would go further into it, and making a suggestion as follows: "It might be well to leave this until you are here again, when I shall discuss the matter with you, for, as no doubt you are aware, I shall do all I can to help you to obtain from these people sufficient to cover your loss for time and doctor's bill. To this letter plaintiff replied on 29th March, explaining from his