

tiff, after the happening of an injury to him, of electing to accept the payments provided for or to repudiate and rely upon his legal rights, and that he, having accepted some payments, was bound by the agreement.

It was suggested on this application that in determining upon the effect of the agreement the learned trial Judge had given greater weight than he should to the fact of acceptance of the payments made to the plaintiff. But I am not on this application required to express an opinion as to that. I need only say that, as, at present advised, having regard to the protection intended to be thrown about workmen by the provisions of sec. 10, I do not see anything unreasonable in the construction the Divisional Court has placed upon the agreement as a whole. And the case seems to me to present no other features rendering it exceptional or affording reasons for taking it out of the general rule.

The application is refused with costs.

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CARTWRIGHT, MASTER.

MARCH 11TH, 1909.

CHAMBERS.

COPELAND-CHATTERSON CO. v. BUSINESS  
SYSTEMS LIMITED.

*Order in Chambers—Power of Master to Amend after Appeal and Affirmation—Making Order Issued Conform to Minutes as Settled—Costs.*

Motion by defendants for an amendment of a previous order.

W. H. Irving, for defendants.

W. E. Raney, K.C., for plaintiffs.

THE MASTER.:—On 29th May, 1906, I made an order of which the minutes were settled by me and in my writing. From that order an appeal was taken by both parties, and those appeals were dismissed on 6th June, by Falconbridge, C.J.

It was not until 12th June that my order was taken out and entered. Then the concluding words in the settled minutes "on the final taxations therein" were given as "on the final taxation," but it was the order as settled that was