

by the Crown as to its lying, and referred the points raised to the decision of a Divisional Court, where they were subsequently discussed.

Held, that the issue of the warrant in question was a ministerial and not a judicial act, and therefore was not removable by certiorari.

Quære, whether the subpoena summons which preceded the warrant could have been lawfully served outside the jurisdiction of the coroner.

Semble, but however this may be, the court agreed that it was not executable beyond such jurisdiction, and since it appeared that the witness whose attendance was desired has been subjected to two exhaustive examinations it was thought that any further examinations should be confined to new matter and not be used for the purpose of laying a foundation for any collateral purpose.

Cartwright, K.C., and *J. B. Mackenzie*, for the Crown.
Lynch-Staunton, K.C., *Robinette*, K.C., and *Hobson*, for the witness.

Clute, J.—Trial.]

[April 29.

KENT v. OCEAN ACCIDENT CO.

Accident insurance—Receipt in full—Intention—Injury developing after settlement.

The plaintiff was an insurance inspector, and at the time of the accident, was insured by defendants. While a passenger on the C.P.R., travelling from Orangeville to Toronto, plaintiff received the injuries complained of. He returned the same evening to Orangeville and did not consider himself injured to any serious extent. Afterwards the injuries developed and the plaintiff put in a claim for eight weeks' disability. The company sent him a cheque for \$425 in settlement of the claim and the plaintiff "acquitted and discharged the company from all and any further claim under said policy, which I have or might hereafter have, as the result of said injuries." At the time plaintiff said he did not read this over and did not notice that it was a release of all his claim, or know the extent of his injuries. Since signing the receipt plaintiff instead of improving, became worse, and for 21 weeks and about five days was totally disabled. There was no question of fraud in this case, both parties acted bona fide.