

based on \$10 a week for twelve weeks. Thereupon the plaintiff mentioned that the doctor's bill was \$30, and Crothers said he would pay that also, increasing his offer to \$150. The plaintiff accepted this and signed a receipt written by her daughter, as follows: "May 1-13,—I hereby agree to accept from W. J. Crothers, one hundred and fifty dollars, in full settlement of my claim made for injuries received February 1st, 1913, at the corner of Clergy and Earl streets. I to pay doctor's bill and all other expenses involved.

(Signed) Annie Elmer.

Witnesses: Lena Elmer.
T. W. Neal."

Mr. Neal and the defendant Crothers then left and the latter sent the plaintiff that evening or next day a cheque, dated May 2nd, 1913, for \$150, to the order of the plaintiff, and having written across the face, "In settlement in full for your claim."

On the 14th May the plaintiff's solicitor wrote to the defendant's solicitor a letter, marked without prejudice, but which was agreed to be read at the trial, as follows:

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"In this case we have been informed that certain negotiations have taken place between the parties themselves without the intervention of their solicitors, and a cheque for a certain amount has been given by the defendant to the plaintiff, which she is still holding, being somewhat uncertain as to what her position in the matter is. We do not want to unnecessarily interfere in the negotiations, notwithstanding their irregularity, but we understand that no provision was made as to the plaintiff's costs. Those we would fix at \$20 and upon receiving a cheque for that amount, we have no doubt the settlement will be carried out."

No reply was apparently sent to this, and on the 10th October, 1913, a statement of claim was filed in which the plaintiff charged that the barbed wire obstruction was wrongfully and unlawfully maintained by the defendants on the boulevard and highway, and that the plaintiff whilst lawfully passing along the "highway as aforesaid struck against it and received serious bodily injuries."

The defendant Crothers, in his statement of defence, pleaded the settlement already referred to and the defendant corporation denied that it had unlawfully maintained the