demnity for the 3 weeks' wages, and to that extent, and so far as was under discussion, to release both insurance company and defendants. It would not be difficult in very many cases for the representative of an insurance company, by being early after an accident in communication with an injured person, and by expressions of sympathy and offering payment in lieu of wages, to get a receipt, purporting to be in full, which the person giving it would not understand to be a complete release to either the insurers or insured.

I do not express any opinion as to the position of defendants with the Canadian Casualty and Boiler Insurance Company. I do not say that defendants are at all prejudiced by what has taken place. It may be that Wickens did not state to defendants fully and truly what had taken place between him and plaintiff. If defendants are prejudiced, it may be by reason of McIntosh not seeing Wickens after the receipt of the cheque and after the receipt of plaintiff's letter of 29th March, before handing over the proceeds of the cheque. Apparently McIntosh intended to see him—else why did he wait until after plaintiff's return to work before saying anything more to plaintiff?

The damages found are $250. There is no reason to think, from the . . charge or from the question or answer, that the jury took the payment of $30 into consideration in fixing the amount, so that sum should be deducted from the $250.

Appeal allowed with costs, and judgment for plaintiff for $220 and costs.