

WAIVER.

See LANDLORD AND TENANT.

WEIGHTS AND MEASURES.

Dominion Weights and Measures Act, R. S. C. c. 104, s. 21—
Contract to Thresh Grain — Quantity Threshed Subsequently Ascertained by Cubic Measurement — Effect of upon Contract.] — The defendant contracted with the plaintiff to thresh his grain at a price per bushel. The quantity threshed was not measured with a Dominion standard measure, or weighed, but was subsequently ascertained by the defendant by cubic measurement:— Held, that so measuring the grain was

not a "dealing" within the meaning of s. 21 of the Weights and Measures Act, which could relate back and render the contract void, and that the defendant was not therefore disentitled to a lien under the Threshers' Lien Ordinance. *Macdonald v. Corrigan* (1893), 9 Man. R. 284; and *Manitoba Electric and Gas Light Co. v. Gerrie* (1887), 4 Man. R. 210, considered. Judgment of Wetmore, J., reversed. *Conn v. Fitzgerald*, (Wetmore, J., 1902, Ct. Rev.), p. 346.

WARRANTY.

See BANK ACT — SALE OF GOODS — PRACTICE.

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for
Railroad Commission