

there, and not at Fort William where wheat sent over the C.P.R. is generally weighed, and if appeared that the insertion of the words "Fort William weight" was inadvertently made by the defendants' manager himself, who had prepared the original contract, and that it really made no difference to the defendants whether the wheat was weighed at one of those places rather than the other.

Held, that plaintiff was entitled to recover although the wheat had not been weighed at Fort William.

When defendants' manager received the shipping bill, he objected to the delay on account of the price of wheat having declined, but offered to pay within \$5 of the amount demanded by plaintiff.

Held, that plaintiff should not have incurred the risk of litigation for so small a sum, and should be deprived of costs on that account.

Wilson and Davis, for plaintiff. *Phippen and Minty*, for defendants.

Full Court.]

WRIGHT v. BATTLE.

[July 14.

Dominion land scrip—Assignment of—Replevin.

The defendant, having been awarded a certificate or scrip entitling her as a child of half-breed to locate 160 acres of Dominion lands, made for valuable consideration an assignment of the scrip to the plaintiff. This assignment was filed with the Commissioner appointed by the Dominion Government, who, thereupon, handed the scrip to the plaintiff. Under the Order-in-Council regulating the issue of the scrip and the rights of the recipients, the Commissioner was forbidden to recognize or accept assignments of scrip or to deliver them to assignees; and it was required that the actual lands should be located by the allottees of the scrip personally.

After the scrip came to the hands of the plaintiff, the defendant got possession of it and refused to give it up. Plaintiff then replevied it in this action.

Held, that the effect of what had been done was the same as if the defendant had personally received the scrip from the Commissioner, and had then sold and delivered it to the plaintiff, and that the plaintiff was entitled to the possession of the scrip, there being nothing illegal in the transaction that had taken place. Defendant might still refuse to locate the land under the scrip, and the plaintiff might thus be unable to get the land or to