20th, when he was asked for a cheque to pay the draft by the acting manager. He then said he could not pay it, as the goods were not satisfactory. He was then asked to return the bill of lading, which he promised to do. On the 21st, when again asked for the bill of lading, he said he could not return it as the carriers, the railway company, would not give it back, and he refused to give a cheque for the amount. The draft was returned to Winnipeg, but the Parsons Produce Company refused to take it up on the ground that the bill of lading had been surrendered contrary to their instructions.

The plaintiffs then sued the defendant for the amount of the draft, setting forth the above facts in their statement of claim.

The defendant paid into court $1,204.08, the money received for the part of the goods sold by him, and denied all further liability on the ground that the balance of the goods were worthless, which was the fact.

Held, 1. The bank had the same but no other rights, under s. 73 of the Bank Act, than those of the Parsons Produce Company.

2. The defendant had a right to inspect the goods before accepting them and was entitled to get the bill of lading for that purpose, but that as he had a right to reject them he should have done so, instead of dealing with them as his own, and that the plaintiffs should therefore have sued in trover or conversion for the goods or their value.

3. The pleadings should be amended accordingly and judgment entered for the plaintiffs for the amount paid into court, and that the plaintiffs should pay the costs of the action to the defendant on the ground that they had sued upon the draft instead of for conversion.

McCarthy, K.C., and *C. A. Stuart*, for plaintiffs. *Lougheed*, K.C., and *R. B. Bennett*, for defendant.

This case is now in appeal.

SLIPS AND BLANKS IN DEEDS.

The present moment seems opportune to present a few remarks upon the modern, and in part unique, law of the rectification of a slip in instruments under seal by a clerical alteration. For the subject is brought into notice by the result of Mr. Justice Joyce's decision in the case where mortgaged property was reconveyed to the use of the mortgagor "in fee." As many readers have doubtless noted, that learned judge said that, notwithstanding *Flight* v. *Lake* (2 Bing. N.C. 72), he is compelled to hold that to supply the word "simple" by construction, from a consideration of the obvious intention as expressed in other parts of the instrument, would not be a compliance with the terms of sec. 51 of the Conveyancing Act 1881; and, therefore, the reconveyance in question did not pass the legal estate in fee simple to the mortgagor: *Re Ethells and Mitchells and Butlers' Contract*, noted 110 L. T. 495; (1901) W. N. 73.