

Claffy and Grey, saw the agent of the respondent, Mr. Manners, and told him of this. Mr. Manners at once communicated with the appellant asking for its consent to the respondent's letting the construction company have or delivering to that company the machinery, and the appellant's consent was given to that being done. Arrangements were then made between the representatives of the construction company and Manners for the cartage of the machinery to the works of that company at or near Fairmount Avenue. A discussion took place as to the charges and it was finally arranged that the work should be charged for by the day. According to the testimony of Manners, Grey said that the charges would be paid by the appellant, but this was denied by Grey. Assuming that Manner's evidence on this point is accepted there is nothing to indicate that Grey acted or assumed to act, in the transaction or in making that statement, for the appellant, but it is clear that he was acting as all parties knew, for his own company.

The machinery was delivered in pursuance of this arrangement and its delivery occupied several days.

On the 3rd July, 1911, the respondent sent to the appellant a bill of its charges, and on the 19th of the same month the following letter was written by the sales manager of the appellant.

"Ottawa, Can., July 19-11.

"The Dominion Transportation Co.,
Ottawa, Ont.

Attention of Mr. D. H. Manners.

Gentlemen:—We are in receipt of your statement dated July 3rd, for cartage on car of machinery to Fairmount Avenue. We note that you charge us at the rate of \$7.50 per day for five teams, which we think is a trifle stiff, in view of the fact that these teams were practically on the same wagon.

"We would thank you to look into this matter, and we think that you will agree with us that this charge is a little steep.

Yours truly,
The General Supply Co. of Canada, Ltd.,
G. B. Harlock,
Sales Mgr. Mchy. Dept."