

As to the correspondence I refer to exhibit 2: "There is no doubt or question but that our pipe will fill your requirements, and fill your requirements in the most satisfactory manner possible." In exhibit 3 there is an assurance about the cost of iron coupling. In exhibit 4 there is a guarantee of the pipe. In exhibit 23, letter of 9th March, 1906, plaintiffs say: "If desired, we can send a good man who would be a working foreman under your inspector, and with a gang of unskilled labourers would lay the pipe to your satisfaction." The man was sent accordingly (Wilson, who is referred to in exhibit 5 by plaintiffs as "our man Wilson"). In exhibit 23, a letter from defendant Newman to the plaintiffs, of 8th June, 1906, says: "I understand you have entered into an agreement or understanding with the town to send a man here to put the pipe together for \$3 per day and travelling expenses, you guaranteeing the pipe against all leaks, damages, etc, if your man put them together. I would ask you therefore to send a man along on the above terms at once."

I have not been able to find that there was any repudiation by plaintiffs of this suggestion or statement; on the contrary, the secretary (Perry) writes to Captain McAllister on 23rd June, referring to Newman's letter, and saying, "Our man will be there."

I find that the defendants relied on the plaintiffs' skill and judgment to supply pipes fit for the purpose required, and that the pipes were purchased by the defendants relying upon the statements and warranties made by plaintiffs that such pipes would give satisfaction and would fill all the requirements, &c. I find that the pipes have not filled such requirements, but have proved unsatisfactory, insufficient, and unsuited for the purposes for which they were wanted. And I find that such condition of affairs has not been caused by any negligence on the part of defendants in the laying of the pipes, which was done largely under the supervision of the expert supplied by the plaintiffs.

The pipes were not reasonably fit for the purpose for which they were supplied. The chief, but not the sole, defect, is in the coupling, which proved to be absolutely defective. But there is also evidence that to some extent at any rate the staves did not answer the representation on p. 29 of the catalogue, that they would be dressed on both sides to true mathematical segments so that when assembled would form a perfect circle.