

The pipes in question were taken to the dock, there placed upon a tramcar and carried thence, well towards the top of the hill by the hoist. At a flat place upon the hill they were then unloaded from the tramcar, placed upon skids, and rolled along the skids a distance of some 180 feet to the second line of tramway on the pipe line, which was used for distributing them to the points where they were to be finally installed.

The controversy concerns the cost of moving the pipes from the dock to the place where they were transferred from the one tramway to the other. The plaintiff contends that his obligation to transport, under the clause of the specifications referred to, ended when the material was brought to the dock. This he regards as "the site of the work." The defendant, on the other hand, contends that the "site of the work" must be regarded as the immediate vicinity of the line in question, and he claims to be entitled to the cost of loading the pipes upon the smaller tram line adjacent to the line of location.

The view that I take of this contract is that the "site of the work" means some place immediately adjacent to the line of location, and that its true interpretation is indicated in the fact that the purchaser is to provide "a standard gauge track adjacent to pipe line . . . "for the distribution of material along the line of location." I think the intention of the parties was that the purchaser was to bring the pipes to such a place that they could be conveniently distributed along the line of location by this tramway, which he was called upon to provide, and that his obligation was not at an end when he deposited the material upon a dock some quarter of a mile away.

Applying this view to the facts of the case, I think his duty ended when the pipes were placed upon the skidway near the top of the hill.

I arrive at this conclusion from the contract itself; but I am fortified in it by the fact that Mr. Wallberg, evidently so interpreted his own obligation in the first instance; for, when the pipe arrived, in supposed pursuance of his contractual obligation he carried the pipes for the first pipe line to this precise point. The reason for his refusal to do so with the remaining pipes, is by no means clear.

At the trial I allowed an amendment to be made by the defendants, by which they set up, that if this is not the true