

the boilers would give satisfaction. . . . The defendants notified Campbell that the boilers did not give satisfaction . . . he proceeded to put in two new boilers, and the plaintiff did the brickwork, for which he claims in this action . . . he was directed to do the work by one Wylie, defendants' manager, under whose directions the plans were prepared, and who told plaintiff to keep the brick account separate from that of the work he was doing for the company, because Campbell had to pay for the former. The plaintiff says he understood Wylie to refer to the arrangement between Campbell and the defendants, and always believed that defendants, and not Campbell, were responsible to him for his work. After the work was finished an agreement was come to, on the 17th November, 1900, between Campbell and defendants in the following terms:—"I agree to accept from the Ottawa Car Co. . . . \$962.84 . . . for two boilers . . . and I agree to make settlement with F. H. Webb, contractor for brickwork. The taking out of the boilers is included in this settlement. It is optional with the company to indemnify me for part of this outlay, should they so decide after taking this matter into their consideration. W. J. Campbell." The defendants then paid Campbell \$962.84. At the time this agreement was signed, Wylie promised to use his influence with the directors to get defendants to recoup Campbell his loss in the matter, but he was informed and fully understood that this created no obligation on their part. On 23rd February, 1901, plaintiff signed a letter prepared by Wylie, stating that he, plaintiff, had been told from the first that he must look to Campbell for his money, and that before the company settled with their contractor, he had agreed to look to him for payment. Plaintiff said that he signed this letter, knowing that the statements in it were not strictly correct, upon Wylie assuring him that if he would sign it Campbell would pay him at once. . . . Campbell refused to pay, and this action was commenced. I think the trial Judge was right in holding that defendants had always been and remained still liable to plaintiff. In the absence of the letter there is no doubt of defendants' liability. The letter, if true, disentitled the plaintiff to recover, but it is difficult to believe it to be so, and the trial Judge has accepted plaintiff's version of it. . . . Wylie has, however, fallen short of effecting a novation of the contract; he has made Campbell promise defendants that he will pay plaintiff, and he has got the plaintiff to say that he will look to Campbell, but has not created any contract between Campbell and