reach St. Thomas at 6 p.m. that day. Apparently there was a misunderstanding as the New York Central on 6th deny the receipt of any order. On the same day the respondent notified the appellant that he would make claim against them for damages, it being too late to get ready to load. The tariff put in at the trial as that on file with the agent at Fletcher was relied on as limiting the appellant's liability. But it is apparently one issued and signed by Eugene Morris and is headed on each page : " Eugene Morris Freight Tarriff 130 F." Who Eugene Morris is does not appear, but from a perusal of the book he would seem to hold a power of attorney from numerous railway companies as agent.

This may be a convenient compilation of various tariffs, classifications and rulings, but from all that appears has no authority under the Canadian Railway Act and may have no official standing in the United States. The general application of the tariff as stated on pp. 58 and 61 does not cover Michigan Central points in Canada, except to and from United States points. I can see no reason or authority for allowing its provisions to affect the liability of the appellants in this case.

I do not think the respondent cancelled the order in the sense of abandoning it or calling it off when the appellant was in process of preparing to perform it. The pencil memorandum entry on exhibit 12 filed by appellants, dated December 6th, is : " Shippers would not load after midnight Sunday, says will put claim in against company." It was also objected that the respondent should have tendered the horses for carriage. I think the undertaking to have a car in readiness for the horses imposed an obligation to take initiatory steps towards transportation and that the respondent was justified, on discovering the lack of efficient action, in treating that as a breach of contract sufficient to relieve him from the necessity of bringing the horses forward. I agree with the judgment in appeal that the agent's authority was sufficient to bind the appellants in such a case as this, which does not appear to be an unusual one.

The judgment in appeal allows all the respondent swore to, for (1) entry fees $54; (2) extra labour, etc., fitting horses, $300; (3) extra blacksmithing, $60; (4) extra feed, grain, and hay, $325; (5) extra expense of carrying the animals until 1st May, $500. It also allows for loss of profit, $250. The respondent swore he would have