

elsewhere who took stock on the faith of the undertaking embodied in the agreement of 29th June were the Jackson Waggon Co., the Brant Milling Co., and the Bell Foundry Co. The latter became insolvent and were not able to meet the payments for the bonds and were relieved by the others—but no transfer was taken of any rights under the agreement, although these bonds were as I understand delivered to some of the plaintiffs. The plaintiffs individually named W. B. Wood, S. S. Kitchen, E. E. Kitchen and J. P. Laurance were more or less interested in the said companies but they individually hold some of the bonds. The relative interest of the parties is somewhat cleared up by the delivery of particulars pursuant to an order made for that purpose. By these all the individual plaintiffs claim no more than nominal damages but substantial damages are claimed by the Jackson Waggon Co. to the extent of \$5,000 and by the Brant Milling Co. to the extent of \$8,000. The order of 13th November for these particulars of damages claimed provided that all evidence should be barred as to other damages and the particulars furnished should have been added to and made a part of the record. Perhaps the effect of that order and the response by the individual plaintiffs has been overlooked in the judgment. What the St. George people decided was to have freight connection by means of the Grand Valley Railway with the Canadian Pacific Railway at Galt and all the benefits expected to result appealed to the business men and the manufacturers by reason of competition rates and easier methods of carriage and shipment of goods. The appeal was specially and substantially to the manufacturers who are the plaintiffs and not to the other individual plaintiffs who could not expect any tangible benefit except those which would be common to the whole community. Wood lives at Montreal; Laurance at Toronto; the two Kitchens at St. George, one a retired farmer and the other a physician. Therefore the failure to construct the road may not have sounded in damages as to them in any way commensurable in a Court so that their claim for nominal damages merely is not improvident. Hence as it seems to me the inquiry should be as to what damages have been sustained by the two plaintiff companies each holding \$2,000 in bonds of the defendants. Both parties agreed to the damages being disposed of by the Judge upon the evidence as taken at the trial.