

boat which had been drawn up closer to the shore and was out of the water.

Upon the evidence, I think, there is no doubt that the theory advanced by the plaintiffs is the correct one, and that the water ran into the boat through the hatch at the south-east corner, owing to the fact that the sand had been shifted to the east side of the boat and the shore end of the boat drawn closer into the shore, with the result that the south-east corner of the boat was lowered. The south end was heavier than the other end in any event, because the sand pump and the engine were both at that end.

It was negligence on the part of the defendants to leave the boat unwatched and unattended as they did over night after having dealt with her as they had and caused her to list and lower at the southerly end. Even in the morning, when the defendant first saw the boat, it is not at all clear that something might not then have been done to have preserved her from sinking. I think it is clear upon the evidence that the defendant at first clearly recognized his negligence and liability, and on more than one occasion promised to pay, at all events, a bill for the repair of the boat.

I am of opinion also that it was the arrangement between the parties that after the boat was brought in and tied up to the dock the defendants should assume the charge and care of her. I think it was through their negligence that she sank.

It was found necessary to take her to a dry-dock at the Sault Ste. Marie in the United States to repair her, and the bill of the dry-dock company was \$485.15. In addition to this, the duty on the repairs at that amount when she was brought back to the Canadian side was \$121.25.

The plaintiffs also make a claim for \$105.40 for the use of their tug, while engaged in pumping the scow out, taking her over to the Michigan Sault, bringing her back, etc. They also claim a sum of \$500 or \$600 for permanent injury to the scow.

They also make a claim for damages for loss of the use of the scow while undergoing repair, and seek to shew that they had contracts on which they would have made a substantial sum by using the scow during the intervening period.

I am inclined to think that in any event their damages, if allowed in this connection, would be limited to what they