

whole cause of action did not arise when the break occurred; the defendant's duty was to restore the pipes—a duty which, as long as it lasted, was a duty owed to the owner for the time being of the pipes and of the gas wasted by reason of the continued neglect of that duty.

But the plaintiffs could not, nor could either, recover for losses which the exercise of ordinary care, under all the circumstances of the case, on their part, would have prevented.

Reference to *Jamal v. Moolla Dawood Sons & Co.*, [1916] A.C. 175; *Erie County Natural Gas and Fuel Co. v. Carroll*, [1911] A.C. 105; *Wertheim v. Chicoutimi Pulp Co.*, [1911] A.C. 301; *British Westinghouse Electric and Manufacturing Co. Limited v. Underground Electric Railway Co. of London Limited*, [1912] A.C. 673; *Williams Brothers v. Ed. T. Agius Limited*, [1914] A.C. 510.

The County Court Judge allowed the whole month of December and one-third of the month of January as the time during which full compensation, at retail rates, should be allowed for the escape of the gas, calculated at the quantity the plaintiffs asserted; in addition to cost of search and repair. In that he was too liberal in at least two respects—time and price. The period of four weeks was ample in time, and 85 cents per thousand feet was enough in money, to allow in computing the plaintiffs' damages; and so computed, with the addition of \$120 for labour and material, the plaintiffs' damages were \$684.

The appeal should be allowed and the plaintiffs' damages reduced to \$684; there should be no order as to the costs of the appeal.

RIDDELL, J., agreed with the Chief Justice.

LENNOX and MASTEN, JJ., also agreed in the result, each giving reasons in writing;—but MASTEN, J., was of opinion that the defendant, the appellant, should have the costs of the appeal, in which he had substantially succeeded.

Appeal allowed without costs; MASTEN, J., dissenting as to costs.