

Whatever doubt might have been entertained as to the liability of the defendants on the law as it stood prior to the passing of the Highway Improvement Act of 1912 (2 Geo. V. ch. 11)—and on the evidence I felt no uncertainty about defendants' liability—such doubts were set at rest by the provisions of that Act. I am therefore of the opinion that defendants are liable. The other question for determination is the amount of damage sustained by the plaintiffs.

For making repairs to the auto-truck, necessitated by the accident and including the item of \$25 for towing the truck from Cooksville, plaintiffs are entitled to \$279.44.

For expenses at time of the accident, moving the safe to Toronto, cost of taking the auto-truck from the place of the accident and bringing it to Toronto, freight charges on the safe and truck from Toronto to Hamilton, and telephone charges (all included in the item of \$673.35 set out in the plaintiffs' particulars) I allow \$147.50, in arriving at which I made a deduction of \$25 from the item of \$76.80 for moving the safe to Toronto.

Some of the other charges making up this \$147.50 may appear to be excessive; but the situation in which the plaintiffs found themselves as the result of the accident was unusual, and they no doubt acted as reasonably as the circumstances permitted in their efforts to remedy the trouble with as little delay as possible; and it was shewn that they actually paid the amounts charged for these items.

The remaining item of \$733.08 claimed by the plaintiffs is for damages in being deprived of the use of the truck for 82 days. Defendants contend that such damages are too remote to be charged against them.

The question of remoteness of damage has been much discussed by the Courts and text-writers, and the cases bearing upon it are numerous. In Halsbury's Laws of England, vol. 21, at p. 485, it is summarised thus: "Where a chattel has been injured owing to a negligent act, and the cost of repairing it, the difference in value between the former worth and that of the chattel when repaired, and the damage sustained owing to the loss of use of the chattel while being repaired, are all recoverable." Amongst the cases there cited are *The Greta Holme* (1897), App. Cases 596, and *The Argentino* (1889), 14 App. Cases, 519.