

view expressed by Boyd, C., in *Munsie v. Lindsay*, 11 O. R. at p. 526, should guide: "It is not as a general thing the best rule, in cases of varying opinion as to value, to reject one set of witnesses in toto, and to adopt the figures of an opposing set. One might rather suspect that neither was exactly to be followed, and that truth lay somewhere between the extremes. The very fact that juries arrive at values by some such path of compromise, indicates that it commends itself to the ordinary mind as a rough and ready mode of solving a difficult question. And even legally trained intellects have resorted to this expedient in despair of finding any more precise method of arriving at a conclusion. I recall the language of Sir Anthony Hart in *Scott v. Dunbar*, 1 Moll. at p. 457, where he says: 'There is nothing which raises such difference of opinion as the value of land. Surveyors vary so widely that I know of no mode less unsatisfactory than the rough approximation by taking a mean of all their estimates.' A like method of arriving at the average was adopted by Lord Lyndhurst, and is worked out by him in *Botts v. Curtis*, *Younge R.* at pp. 555 and 559." Adopting this method in estimating the value of the "Monguagon" at the time of the collision, the lowest average would give \$3,500, and the highest average \$3,875, or adding these two results together and dividing by two, they give a mean average of \$3,687.

6. Another reason of appeal is that "the amount claimed by the plaintiffs, the St. Clair Navigation Company, by reason of the collision in question, was filed at \$4,280.25, and has been allowed at \$3,751.35, which is very much in excess of the damages sustained by the plaintiffs, the St. Clair Navigation Company, for which the ship 'Whitney' should be liable." This reason of appeal includes in concrete form the several objections discussed and disposed of under the preceding heads 1 to 4.

It also brings up the contention that the allowance of damages to the extent of \$3,751.35 (which I have reduced by \$64.50, making them \$3,686.85) violates the rule recognized in *The "Empress Eugenie," Lush. 138*, that the cost of the repairs allowed as damages to an injured vessel should never exceed the estimated value of such vessel at the time of the collision. In that case, as in this, there was a conflict of evidence as to the estimated value of the damaged ship. The plaintiff's value was from £675 to £800; the defendant's value was from £450 to £470. The Court found