

wood & Gunn dumps, this presents no serious difficulty. It was all brought out by defendants in the following season, and the claim made is for the cost of bringing it out, together with interest on the cost of the stuff for the year during which delivery was delayed, and both of these defendants are certainly entitled to recover. As regards the McNaughton and the Stallwood & Gunn timber, however, the matter is further complicated, by the fact that both dumps were, in the interval, destroyed by fire. The Stallwood & Gunn dump was destroyed by a purely accidental forest fire soon after the close of the driving season. Learning of this, defendants' agent, in order to protect the McNaughton dump from a similar mishap, gave instructions to have the brush burnt away from around it, as it is customary for lumbermen to do in the case of their shanties, in order to protect them from forest fires. The pile, however, took fire from the burning brush and was destroyed. It is in evidence that had it not been destroyed in this way it would not have been destroyed at all, as no forest fire occurred in that vicinity during the year. In the view I take, it is unnecessary to consider whether or not the burning of the McNaughton logs was due to the negligence of defendants' employees. It appears to me clear that the accidental destruction of the timber by fire was not a result flowing so naturally from the plaintiffs' breach of covenant as to entitle defendants to the value of the timber by way of damages. There was evidence, it is true, to the effect that forest fires are of common occurrence in that country, and that the danger from them is a constant menace to shanties and to timber left behind in the spring. Still I think that is hardly enough to render plaintiffs liable in the way contended for. In the words of Armour, C.J., in *Leggo v. Welland Vale Co.*, 2 O. L. R. 49, it was not a damage such as might fairly and reasonably be considered as either arising naturally according to the usual course of things from the breach of such a contract, or such as might reasonably be supposed to have been in the contemplation of both parties at the time they made the contract, as the probable result of the breach of it. I quite recognize that the present is a much stronger case for allowing the damages than was *Leggo v. Welland Vale Co.* Still I think that, even here, the damages are too remote. The most that can be said is that the destruction of the timber by fire was a not unlikely possibility, and that I think is not enough. To what damages