

rest would have followed in due course but yet the appraisal of damages is not to be made nor cannot be made absolutely and certainly, but as said by Mathew, J., in *Faulkner v. Cooper*, 4 App. Cases 215, the tribunal must take into account the chances of human life, the vicissitudes of trade, the probability of the plaintiff's customers ceasing to deal with him and various other considerations—many of which are set out by Mr. Holman in his reasons of appeal.

It may be that the English Courts have taken a distinct step in advance in the case relied on by the Judge of trial, *Chaplin v. Hicks*, 1911, 2 K. B. 786, but it is made only a point in the evolution of the law relating to damages. In a commercial country the obligations of contracts are strenuously enforced and a man cannot be allowed to escape the consequences of a broken contract by saying the damages are too remote. Against this the Courts are setting themselves and this latest decision has been commended by the leading law magazines as a neat illustration of the difference between the mere violation of a legal right without measurable damages and a breach which though the result be contingent and speculative is enough to be left to the appreciation of a jury. The intervention of a third person's judgment or discretion makes no difference in principle; 27 L. Q. Rev. 382. The doctrine laid down in the case is spoken of as a valuable guide in 37 Law Mag. 223, 4.

Each company paid \$1,940 for the \$2,000 bonds. This affords one approximation of the amount of damages sustained, as representing the amount practically lost by relying on the word of Pattison. I would not discard the method of getting at figures adopted by my brother Middleton but I would reduce the damages to both the company plaintiffs to the sum of \$3,980; giving to the other plaintiffs the \$10 paid into Court as nominal damages.

It remains to place the liability of Pattison as it appears to me on the evidence. When the paper of June 6th was proffered to the plaintiffs it was refused on the ground that it did not provide for personal liability. That was written out and signed by Pattison thus:—

"The Grand Valley Rv. Co.,

"Prest.

The agreement sued on was prepared by Wood to provide for the omitted factor of personal liability on the part of the president as the plaintiff found out he was of a person