

as in the present case, is of that nature, the requirements of sub-sec. 3, as to notice, do not apply.

I, therefore, am of opinion that the scope of sub-sec. 1 has not been limited by sub-sec. 3; and, the present cause of action not being an "accident" case, notice is not necessary. In other words, sub-sec. 3 does not apply.

The facts of this case shew continuing damage. The plaintiffs' grievance is not that they were injured by the accident of the bridge being swept away, but because of its non-restoration. Each day, so long as the condition of nonrepair continues, the plaintiffs have a new cause of action, and they are entitled to recover three months', less one day's, damages prior to action begun.

As to the amount of damages: the plaintiff Strang's mill was out of repair when the bridge was carried away, and it is not shewn when it was repaired; and, therefore, he is not entitled to damages for interruption to his milling business; but, as access to his property was cut off, he is entitled to damages for the inconvenience thus occasioned. Further, it is probable that he was somewhat inconvenienced, in the work of repairing the mill, by reason of the absence of the bridge, and I would allow him the sum of \$75 damages.

Hewitson, who resides at the south side of the river, is entitled to reasonable damages, and I would fix the same at \$25, which appears to me a proper sum.

Arnott shews no special damage, but is entitled to nominal damages, say \$5.

As to the costs of this action, the defendants denied liability; and the plaintiffs were, therefore, justified in bringing suit at the earliest moment, without giving, as they otherwise should have done, a reasonable time within which to allow the defendants an opportunity to restore the bridge.

Under the circumstances, the plaintiffs are entitled to the costs of the action, on the County Court scale, and to the costs of this appeal.

SHEARDOWN V. GOOD—MASTER IN CHAMBERS—JAN. 31.

Pleading—Reply—Withdrawal—Amendment of Defence—Right to Deliver New Reply—Costs.—On the 20th December, 1912, the plaintiff obtained an order to withdraw his reply and amend his statement of claim. This was acted on, and the defendant delivered an amended statement of defence on the 10th