This road was assumed by the defendants as part of a county road system under the provisions of that Act, and a great deal of work of construction and repair had been done on it prior to the 22nd June, 1912, when the accident happened which resulted in this action. The defendants' engineer says that the defendants had performed work on the road almost up to the bridge, and were working in its direction, but had not reached it.

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 the defendants' liability—such doubts were set at rest by the provisions of that Act. I am, therefore, of the opinion that the defendants are liable.

The other question for determination is the amount of damages 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, the plaintiffs are entitled to $279.44.

For expenses at the 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 make 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. The 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, the cost of repairing it, the