

The agreement contemplated a speedy completion of the work. Laurance gives the language of Mr. Pattison saying that he would bring the road into St. George before the snow flies if they bought the bonds (p. 46).

The first and immediate thing to be done was to extend the railway to St. George and then to make a through traffic arrangement with the Canadian Pacific R. Co. at Galt, the Grand Valley R. Co. supplying the necessary sidings and switches. The failure to construct the intermediate piece of the road was the breach of the contract and involved the loss of all the expected advantages. For this connection the plaintiffs were willing to buy and pay for the bonds and these were regarded as merely a collateral security for the performance of the undertaking. The very construction of a road operative up to St. George would have brought advantages to the merchants and manufacturers. This feature of the bargain was in the minds of both parties and is the benefit referred to in the writing of the 6th June as being the establishment of freight connection with the Canadian Pacific Railway at Galt (words used by the defendant Pattison). The proximate consequence of the breach complained of was within the contemplation of the parties a loss of benefits in the transaction of business at St. George. I do not feel pressed by any difficulty raised on the ground of remoteness of damage; nor is there any on the ground of directness. To use the words of Cleasby, B., in *Cundy v. Nicols*, 38 L. T. 227 (1870), "when there is common knowledge of a particular object then damages may be recovered for the natural consequence of the failure of that object." It does not become the defendant who has broken the contract to say that had he complied with the preliminary work of extending the line there might have been all sorts of difficulties and contingencies in carrying out and completing the work subsequently to be done. That is all beside the question as to whether there was an actionable wrong and a right to recover actual damages resulting from the failure of the defendant to do his part. The language used in *Simpson v. Lamb*, 1 Q. B. D. 277, seems appropriate here, i.e., "It is to be assumed that the plaintiff would get some benefit and though there may be some speculation as to the amount, it is not impossible to award more than nominal damages." Had the defendant done his part it is to be assumed that all the