

Comparatively little of the loss can be properly attributed to the defendants. The "Agwinde" actually made during the season 14 round trips. The only trips lost were 12, viz., for the weeks beginning July 12th, 19th, 26th and August 2nd, 3 trips a week. Trip reports were put in, one for every trip made. Looking at these, and at the earnings of the boat, my finding is in favour of the plaintiff for \$540. It cannot be more, and it would be an injustice to the defendants to make guesses and give more. In my finding I did not lose sight of the fact that had the "Agwinde" been running some of the freight and passengers from the "Kenora" to the "Agwinde," and *vice versa*, would have increased the earnings of the "Kenora." That amount cannot be ascertained with mathematical exactness. Kenora, Rainy River and Fort Frances are collecting points from and distributing points to other routes, then from or to, either the "Kenora" or "Agwinde." Although the business was a losing one, the plaintiff company is entitled to these damages, as in my opinion their loss by the "Agwinde" would be that much less had the defendants been more careful to allow the water to flow more freely through their dam. The amount allowed by me could be allowed equal to any *per diem* value for the use of the "Agwinde" during the time she was prevented from running. The plaintiff is not entitled to recover for alleged loss in discrediting the route, nor can the plaintiff recover for alleged damage to future prospects of building up its navigation business upon the Lake of the Woods and Rainy River. No such damage was found, and such damages are too remote.

Judgment will be for the plaintiff for \$540 with costs.

Thirty days' stay.