

Alta.]

[Nov. 29, 1915.]

## CANADIAN PACIFIC RAILWAY CO. v. JACKSON.

*Damages—Verdict—Excessive award—Personal injuries—Complete reparation—Loss of prospective earnings—Pain and suffering—Evidence—Mortuary tables—Practice—New trial.*

Where, from the amount of the damages awarded and the circumstances of the case, it does not appear that the jury took into consideration matters which they should not have considered, or applied a wrong measure of damages, the verdict ought not to be set aside or a new trial directed simply because the amount of damages may seem excessive to an appellate Court. Duff, J., dissented on the ground that a jury appreciating the evidence and making due allowance for the risk of accident, apart from negligence, in the hazardous pursuit in which the plaintiff was employed, could not have given the verdict in question.

*Per* Idington and Anglin, JJ.—The evidence of a witness testifying in regard to estimates based on mortuary tables in use by companies engaged in the business of annuity insurance is admissible, *quantum valeat*, notwithstanding that he may not be capable of explaining the basis upon which the tables had been prepared. *Rowley v. London and North-Western Ry. Co.*, L.R. 8 Ex. 221, and *Vicksburg and Meridian Railroad Co.*, 118 U.S.R. 545, referred to.

Appeal dismissed with costs.

O. M. Biggar, K.C., and Geo. A. Walker, for appellants.  
Frank Ford, K.C., and G. M. Blackstock, for respondent.

Alta.]

[Dec. 20, 1915.]

## DOMINION FIRE INSURANCE CO. v. NAKATA.

*Fire insurance—Bawdy house—Immoral contract—Legal maxim—"Ex turpi causa non oritur actio"—Cancellation of policy—Statutory condition—Notice to insured—Return of premium—Principal and agent.*

On application by plaintiff, through an insurance broker, the company insured her house and furniture against loss by fire, the premises being described as a "sporting house" (a house of ill-fame), and soon afterwards the local general agent of the company received notification from the head office that the policy had been cancelled. On being notified, the broker wrote to plaintiff informing her of the cancellation, but his letter was not delivered and was returned through the mails.