

*VERDICT FOR LARGER DAMAGES THAN CLAIMED.*

The forms of statements of claims under the Judicature Acts conclude with a claim by the plaintiff for a sum of money as damages, but the rules make no provision for the case where the jury give a verdict for larger damages than the amount claimed. It was laid down in the early part of the last century that, when the jury gave greater damages than the plaintiff had declared for, the contradiction might be cured by entering a *remittitur* of the surplus before judgment, or the plaintiff might amend his declaration and have a new trial. A *remittitur* is not heard of in these days, nor would the privilege of amending a claim and taking a new trial be appreciated by plaintiffs. But by an ancient principle of the law of all civilised countries a judge cannot give more than the petitioner or suitor himself asks, or that which has been submitted to the judge himself on the pleadings or claims. In going beyond this, he would act beyond his jurisdiction. If, therefore, he gives more than the plaintiff seeks, his decree is ineffectual, and may be set aside. In accordance with this principle, the Exchequer Chamber in *Cheveley v. Morris* (2 W. Bl. 1300) reversed a judgment by default for the plaintiff as erroneous where the damages found by the jury, and for which judgment was entered up, exceeded the damages laid in the declaration. The Court refused to allow a *remittitur* to be entered, because the plaintiff had acted oppressively in suing out execution and taking the books of the defendant (who was a gentleman at the Bar) in a very insolent and invidious manner. This being the law, care had to be taken to claim a sum equal to the full amount of the debt as damages. Practitioners went further than was necessary, and it was the habit within living memory to make excessive claims which exposed the plaintiff to ridicule at the trial. The practice at the present day is more reasonable. The amount claimed is more in accordance with the facts, and an insufficient claim may be amended by the judge at the trial. Annual Practice, 1917, p. 466.—*Solicitors' Journal*.