was a "*droit d'accès et de sortie*," such as their Lordships seem to suppose there is, a *droit* which exceptionally controls the reading of a statute, we should not have some treatise *ex professo* on the subject. I am not aware of the existence of any such work, or indeed of any legal authority who treats of such a right. The pretention has never been urged at our bar, and without affecting to possess the gift of prophecy, I venture to say it never will be. The quotation from Demolombe, which appears to have induced their Lordships to arrive at the conclusion that there existed a special "*droit d'accès et de sortie*," differing in character from all other forms of direct damage, is solely an illustration of what might be no damage, and nothing more. But if the blockade was so near as to darken one's windows, or if the narrowing of the street was so great an alteration as to convert a carriage way into a lane where a wheelbarrow could not pass, neither Demolombe nor any writer on French law has ever pretended that damages would not be due. A glance at the quotation from Dalloz, on p. 9 of their Lordships' opinion, shows that this is the true interpretation. It is the equivalent of the old English distinction between remote and proximate damages to which Dalloz refers.

There is another point raised by their Lordships in the Drummond case which may have some bearing on this case. They say that the indemnity should have been sought before the special tribunal of Commissioners, and not before the ordinary Courts. This, again, is a *dictum* which, first suggested in the case of *Jones & Stanstead Railway Co.*, has, like a delicate exotic, failed to take root in our uncongenial soil. No one has made it the subject of a declinatory plea, or suggested that we had not jurisdiction. The truth is that the discussion in France which has attracted their Lordships' attention, as to whether the claim is properly for damages or for the price of an expropriation, is purely theoretical, so far as our forms of procedure are concerned. In practice we ask for damages for any sort of expropriation or quasi-expropriation or injury of the kind in question, just as we ask for land damages from a railway company.

In dealing with this question I have referred to the two cases of Drummond and of Bell, because by them this new doctrine is sought to be engrafted on our law as a settled jurisprudence. In the case of Drummond in reality a much simpler question arose. The plaintiff there was absolutely deprived of the enjoyment of a thing for which he had specially paid. The Corporation compelled Drummond to pay one day for the opening of a street, which another day they closed, and kept his money. There is nothing indefinite about the character of that particular transaction. It gave rise to no question of servitude *quasi* or real; the direct nature of the damages cannot be questioned; and if Article 407 of our Civil Code does "undoubtedly embody a fundamental principle of the old French law," as their Lordships say it does (it appears to me to embody a fundamental principle of justice), it is difficult to conceive why it was not applied in that case.

The doctrine, then, of our law seems to be unquestionable. With the doctrine of the English law on the point, we have nothing to do. It does not apply, and therefore we are not presumed to know anything about it; still we may be permitted to say, as a matter of general jurisprudence, that the English law and the French law start from the same well-known principle "*nemo damnum fecit, nisi qui id fecit, quod facere jus non habet*," (de Reg. Jur. L. 151.) Any difference there may be in giving effect to the principle must be due to some rule of detail as to the interpretation of the legislative act. Here we consider that powers to do certain works do not absolve the party empowered from the common law obligations which previously existed between the party empowered and his neighbour. This presumption applies with still greater force when the power granted is not to do a specific thing, but forms part of the general attributes of a corporation. It is the mere statutory specification of the powers accorded to this fictitious person, analogous to those belonging to a real person, and which, it might be supposed, except for such specification, it did not possess. To conclude that because this power is given without any expression of reserve, it is not given subject to the common law is a doctrine very difficult for us to realize. The rule as to the interpretation of contracts, which, in so far, is identical with the interpretation of statutes, is: "The customary clauses must be supplied in