

children (art. 1118). Actions for wrongs may be brought against universal successors (art. 1132), but on the other hand universal successors can only recover damages for moral injury (this being the only head of the claim) when the action has been begun by the deceased (art. 1133). Title IX. treats of damage caused by illicit acts, and the reader must remember that "act" includes act of omission. The important article is 1143: "Every author of an act which by his *culpa* or negligence occasions damage to another is bound to repair the prejudice, &c."

There are, however, many systems of law in which the codes make no specific reference to moral damage, and prominent among them is the French Civil Code. The terms, however, in which wrongs are made justiciable in the civil courts are wide; the two material articles of the code being No. 1382: "Any act whereby a person causes damage to another binds the person by whose fault the damage occurred to repair such damage:" and No. 1149, "Damages and profits are due, as a rule, to the creditor for the loss which he has suffered and the gain of which he has been deprived" (in consequence of a breach of contract), &c.

On turning to Baudry-Lacantinerie, vol. 15, p. 559 we find that most jurists are of opinion that moral damage is the proper object of pecuniary reparation, and on the following pages cases in the courts are quoted which show that this view is supported by the majority of judgments. Thus, damages have been given for defamation, adultery (both wife and co-respondent being liable), and cases are cited of indemnities recovered for the moral prejudice caused by accidents to the near relatives of the injured; other cases are quoted, however, in which the sum of money allotted has been purely nominal and evidently intended solely to cause the defendant to bear the costs of the proceedings. This, of course, is an unsatisfactory result, but at any rate the principle is admitted, even though the calculation of the pecuniary equivalent of the suffering caused was beyond the appreciation of the courts. In an action for breach of contract actual damage must be proved, even in such an action as that against a banker for wrongly dishonouring a cheque (Baudry-Lacantinerie, vol. 12, s. 480). The influence of French