dated damages, and to be deducted from the price to be paid for such work." *Held*, that the ten dollars per day was not a *penalty*, in the technical sense of the term, requiring an assessment to fix the precise sum at which each day's delay should be estimated, but a liquidated sum to be paid in the event provided against. *Held*, also, that it was not necessary to plead the right to make this deduction, but that *as a deduction* it was admissible in evidence, under the plea of *non assumpsit*, in determining the amount of the plaintiff's right to compensation: (*Fisher* v. *Berry*, 16 U. C. C. P. 23.)

TITLE BY POSSESSION—"SQUATTER"—TRESPASS.—Remarks upon the possession necessary to obtain a title as against the true owner, and the effect of such possession when extending only to part of a lot. It must depend upon the circumstances of each case whether the jury may not, as against the legal title, properly infer the possession of the whole land covered by such title, though the occupation by open acts of ownership, such as clearing, fencing, and cultivating, has been limited to a portion; and *Held*, that in this case there was evidence legally sufficient to warrant such inference. *Semble*, that a "squatter" will acquire title as against the real owner only to the part he has actually occupied, or at least over which he has exercised continuous and open notorious acts of ownership, and not mere desultory acts of trespass, in respect of which the true owner could not maintain ejectment against the trespasser as the person in possession. A. being sued in ejectment, suffered judgment by default for want of appearance, and B. was admitted to defend as landlord. *Held*, that A. was not a competent witness, but that, as the verdict was warranted by the other testimony, his reception was no ground for interference: (*Dundas* v. *Johnston et al*, 24 U. C. Q. B. 547.)

BUILDING CONTRACT—EXTRAS—RIGHT TO RECOVER FOR—CONDITION PRECEDENT.—A building contract, for the erection of a church according to certain plans and specifications, contained a proviso, that if defendants should at any time be desirous of making any alterations or additions in the erection or execution of the church, or other works thereunto appertaining, plaintiff should erect, complete, make and execute the church or other works, with such alterations and additions as plaintiff or one S. should direct, by *writing under his or their hand*. Certain extra work was done at the desire of the defendants, though such desire was not expressed *in writing under their hand*. *Held*, that plaintiff was entitled to recover for the extra work, for the contract did not provide that no such work was to be allowed for *unless* ordered in writing, which *would* have prevented the plaintiff's recovering, but merely that plaintiff was *bound* to execute such extra work as defendants or S. should direct in writing to be done. Certain other work, also claimed as extras, was contained in the *addenda*, which were annexed to the specifications *before* plaintiff signed the contract. *Held*, that such extra work was *included* in the contract and could not be allowed as extras: (*Diamond* v. *McAnnany*, 16 U. C. Q. B. )

LIABILITY OF COMMON CARRIERS AND FORWARDERS.—The liabilities of common carriers and forwarders, independent of any express stipulation in the contract, are entirely different. The common carrier who undertakes to carry goods for hire is an insurer of the property intrusted to him, and is legally responsible for acts against which he cannot provide, from whatever cause arising; the acts of God and the public enemy alone excepted. Forwarders are not insurers, but they are responsible for all injuries to property, while in their charge, resulting from negligence or misfeasance of themselves, their agents or employees. Restrictions upon the common law liability of a common carrier, for his benefit, inserted in a receipt drawn up by himself and signed by him alone, for goods intrusted to him for transportation, are to be construed most strongly against the common carrier. If a common carrier, who undertakes to transport goods, for hire, from one place to another, "and deliver to address," inserts a clause in a receipt signed by him alone, and given to the person intrusting him with the goods, stating that the carrier is "not to be responsible except as forwarder," this restrictive clause does not exempt the carrier from liability for loss of the goods, occasioned by the carelessness of negligence of the employees on a steamboat owned and controlled by other parties than the carrier, but ordinarily used by him, in his business of carrier, as a means of conveyance. The managers and employees of the steamboat are, in legal contemplation, for the purposes of the transportation of such goods, the managers and employees of the carrier. A receipt signed by a common carrier for goods intrusted to him for transportation for hire, which restricts his liability, will not be construed as exempting him from liability for loss occasioned by negligence in the agencies he employs, unless the intention to thus exonerate him is expressed in the instrument in plain and unequivocal terms: (*Hooper* v. *Wells et al.*, 5 American Law Register, N. S., 16.