

COCKBURN, C.J.—Certainly not. The argument of Mr. Harcourt calls on us to take upon ourselves the functions of the Legislature and to establish a new principle. True it is that to do full justice in some cases damages are so great as to cause serious inconvenience, but that is no reason for altering a principle. If a railway undertakes to carry a passenger, and is guilty of negligence, the passenger is entitled to bring an action, and in considering the case juries are to take into account two things: first, pecuniary loss in profession or business; secondly, injury to the person or health; for pecuniary loss the jury should consider not merely the amount of income but also the reasonable probability of acquiring larger income in future. It would be monstrous if when a man has reached a certain stage in his career, yet judging from the past you can see with reasonable certainty that he will increase his income, you should exclude such considerations from the jury. You would exclude a most important element and inflict the gravest injustice. The jury are bound to take into account not only income, but the destruction and annihilation of health and prospects. Here is a man at the outset of life, of great promise, with his prospects ruined and his health destroyed. I consider £5,000 within reasonable limits.

MELLOR, LUSH, HANNEN, J.J., concurred.

Rule refused.

CHANCERY.

GILLIATT V. GILLIATT.

*Sale of Land by Auction Act, 1867 (30 & 31 Vict. c. 43)—
Employment of puffer—Reserved bidding.*

Land was offered for sale by auction, subject to a reserved price, but a right to bid was not reserved. Held, that the employment of a person to bid on the seller's behalf was illegal, and vitiated the sale.

[M. R. 18 W. R. 203.]

This was an adjourned summons. The facts were, that under the decree in this cause an estate in Sussex was offered for sale by auction by Messrs. Norton, Trist, Watney & Co., the eminent auctioneers, subject to conditions of sale, the second of which was: "The sale is subject to a reserved bidding, which has been fixed by the judge to whose court this cause is attached."

No right to bid was reserved on behalf of the owners.

The estate was knocked down to a purchaser for £29,000, which was the reserved price. The purchaser afterwards discovered that a puffer had been employed by the auctioneer, and accordingly took out the present summons to set aside the sale.

It was in evidence that one puffer had been employed who bid for himself, and made in all four biddings, but did not bid beyond £28,900.

The Sale of Land by Auction Act (1867), sec. 5, provides that the conditions of sale by auction of any land shall state whether such land will be sold without reserve, or subject to a reserved price, or whether a right to bid is reserved. If it is stated that such land will be sold without reserve, or to that effect, then it shall not be lawful for the seller to employ any person to bid at such sale, or for the auctioneer to take knowingly any bidding from any such person.

Jessel, Q.C., and Whitehorne, in support of the summons.

Sir R. Baggallay, Q.C., and Langworthy, for the owners, submitted that the employment of a puffer under the circumstances of the case was immaterial, inasmuch as he did not bid up to the reserved price.

Mortimer v. Bell, 14 W. R. 68, L. R. 1 Ch. 10, was referred to.

LORD ROMILLY, M.R.—The meaning of the Act is clear, that in every case of a sale of land by auction, the owner must state in the conditions of sale whether there is a reserved price, and if he also mean to employ a puffer he must say that a right to bid is reserved. This has not been done in the present case; the purchaser must therefore be discharged, and the deposit returned with interest at four per cent.

UNITED STATES REPORTS.

SUPREME JUDICIAL COURT OF MAINE.

GEO. W. PRENTISS V. ELISHA W. SHAW ET AL.

The plaintiff was unlawfully seized by the defendants, carried thence three miles and confined in a room several hours, and thence to a town meeting, where he took an oath to support the Constitution of the United States, and was discharged. In the trial of an action of trespass, based upon these facts, the plaintiff claimed (1.) Actual damages resulting from his seizure and detention; (2.) Damages for the indignity thereby suffered; (3.) Punitive damages. *Held:*—

1. That the plaintiff was entitled to recover full pecuniary indemnity for the actual corporeal injury received, and for the actual damages directly resulting therefrom, such as loss of time, expense of cure, and the like;
2. That the declarations of the plaintiff, made prior to the unlawful arrest and tending to provoke the same, not being a legal justification thereof, are inadmissible in mitigation of the actual damages; but,
3. That such declaration made on the same day, and communicated to the defendants prior to such arrest, together with all the facts and circumstances fairly and clearly connected with the arrest, indicative of the motives, provocations, and conduct of both parties, are admissible upon the question of damages claimed upon the other two grounds.

The writ was dated June 15th 1867, and contained a declaration in trespass, substantially alleging that Elisha W. Shaw (a deputy sheriff), Putnam Wilson, Jr., Oliver B. Rowe, Hollis J. Rowe, and Daniel Dudley, on the 15th April 1865, at Newport, with force and arms, assaulted, beat, and bruised the plaintiff, thereby permanently injuring his hip and back, violently forcing him into and locking him in a room in the Shaw House, subjecting him to remain there five hours, violently taking him from thence into a carriage and carrying him against his will to the town-house in Newport.

The plaintiff introduced evidence tending to show that in April 1865, while he was at a blacksmith's shop in Newport, where he was having his horses shod, Shaw, Dudley, Wilson, and H. J. Rowe seized him, and forcibly putting him into a waggon, transported him a prisoner three miles distant, to Newport village, and confined him for a veral hours in a room in the hotel there; that a crowd of men accompanied the four defendants to the shop and from thence to Newport village; that the four defendants inflicted injuries upon the person of the plaintiff; and that threats of extreme personal injuries were made to the plain-