

what is a fair amount to be awarded to him." Cotton, L. J., remarked that a plaintiff is not to receive an annuity for the rest of his life calculated on the amount of his income; but that after taking into account the chances affecting the income, the jury are to say what, in their opinion, is a fair compensation for the disability, whether permanent or temporary, under which a plaintiff comes of practising his profession and earning the income which he previously enjoyed." L. R., 5 C. P. D. 280. In this case Phillips, who was a physician of middle age and robust health, making £5000 a year, was so injured for sixteen months, the time between the accident and the trial, he was totally incapable of attending to business; his health was irreparably injured to such a degree as to render life a burden and a source of utmost misery: he had undergone a great amount of pain and suffering, and the probability was that he would never recover. Yet, the first jury only gave him £7,000. This verdict was set aside as inadequate. The second jury awarded £16,000, and the court refused to consider it excessive. In fact, Bramwell, L. J., said that the only misgiving he had was whether the jury ought not to have given more. L. R., 5 C. P. D., p. 287.

#### RECENT DECISIONS AT QUEBEC.

*Costs.*—Lorsque l'avocat de l'une des parties demande, par sa déclaration ou par les plaidoyers, distraction de dépens, cette distraction suit, *of course*, le jugement rendu en faveur de sa partie pour les frais, quand même le projet du jugement, délivré au protonotaire, n'en ferait pas mention.

2. Dans ce cas, une entrée en marge du registre des jugements, faite subséquemment à l'enregistrement du dit jugement, pour y insérer la distraction de frais omise, ne sera pas considérée comme une altération du jugement.

3. Une demande pour distraction de frais contenue dans les pièces de procédure, devant la Cour Inférieure, donne droit à la distraction des frais de révision, sans demande spéciale à cet effet.—*Morency v. Fournier*, (C. R.), 7 Q. L. R. 9.

*Action en réintégrant.*—The defendant, without the plaintiff's permission, took possession of a sugary which the plaintiff had worked as proprietor for 17 years next preceding, and persisted in holding the same against the plaintiff's

will. *Held*, that this constituted violence in the eye of the law, sufficient to support an action *en réintégrant*.

The sugary in question was situated on a lot of land whereof the plaintiff was proprietor of the south half and the defendant, of the north half, there being no boundary line between the two half lots. *Held*, that the plaintiff having peaceably enjoyed his property for 17 years, was under no obligation to bring an action *en bornage*.—*Gerbeau v. Blais*, (C. R.), 7 Q. L. R. 13.

*Municipal voter—Damages.*—Le fait de priver illégalement une personne de l'exercice de son droit d'électeur municipal donne lieu à un recours en dommages intérêts. 2. L'officier public dont la conduite révèle mauvaise foi dans l'exécution des devoirs de sa charge n'a pas droit à un mois d'avis avant l'institution de l'action en dommages.—*Benatchez v. Hamond* (C. C.), 7 Q. L. R. 25.

*Délaissement.*—Although the *délaissement* leaves the *délaisant* the right to resume the property at any time before the sale, on paying the plaintiff suing, and also the right to receive any surplus that the land may produce after payment of the legal claims, yet the *délaisant*, during the curatorship, has no control or administrative power in relation to the real estate so *délaissé*.

The defendant *délaisant* cannot be considered a *légitime contradicteur* in any proceeding to bring the property to sale, and a creditor having a judgment against the *délaisant* ought to cause it to be declared executory against the curator before causing the real estate *délaissé* to be seized.—*Couture v. Fournier* (C. R.), 7 Q. L. R. 27.

*Common Carrier.*—Le propriétaire d'une ligne de transport, par bateaux à vapeur, n'est pas responsable des accidents qui peuvent arriver par suite du mauvais état du quai dont il fait usage pour sa ligne, lorsque ce quai est public.

2. Sa responsabilité comme *common carrier* cesse, dans tous les cas, du moment que le consignataire a été mis en possession des effets à lui consignés, au lieu de destination.—*Leclerc v. Gaherty*, (C. C.) 7 Q. L. R. 30.

*Accession—Workmanship.*—The owner of standing trees which have been cut down and converted into cord-wood by a person in good