

the foundation of the claim and expectation of profit, so far as any detail offered has a legal tendency to support such claim."

Sutherland on Damages, Vol. 1, p. 141.

Tortious Interference with Business.—"In action for torts, injurious to business, the extent of the loss is provable by the same testimony, and recovery may be had for such as is proved with reasonable certainty; it is enough to show what the profits would probably have been. Certainty is very desirable in estimating damages in all cases; and where, from the nature and circumstances of the case, a rule can be discovered by which adequate compensation can be accurately measured, it should be applied to actions of tort, as well as to those upon contract. The law, however, does not require impossibilities, and cannot, therefore, demand a higher degree of certainty than the nature of the case admits. If a regular and established business is wrongfully interrupted, the damage thereto can be shown by proving usual profits, for a reasonable time anterior to the wrong complained of. But it is otherwise where the business is subject to the contingencies of weather, breakages, delays, etc. There is no good reason for requiring any higher degree of certainty in respect to the amount of damages than in respect to any other branch of the cause. Juries are allowed to act upon probable and inferential as well as direct and positive proof. And when from the nature of the case the amount of the damages cannot be estimated with certainty, or only a part of them can be so estimated, no objection is perceived to placing before the jury all the facts and circumstances of the case having any tendency to show damages, or their probable amount, so as to enable them to make the most intelligible and accurate estimate which the nature of the case will permit. This should, of course, be done with such instructions and advice from the court as the circumstances may require, and as may tend to prevent the allowance of such damages as may be merely possible, or too remote, or fanciful in their character to be safely considered as the result of the injury."

Ibid, s. 70.

Again: "The fact that the value of a contract, or the advantage to be derived from it, is contingent—that is, that the expected advantage depends on the concurrence of circumstances subsequently to transpire, and which may by possibility not happen, is not an insuperable objection to recovering of damages from such a loss. The chance, so to speak, of obtaining that advantage by performance of the contract, and the conjunction of the necessary