ministration of justice, or to induce respect towards those concerned in such administration.

Rule absolute.

COUNTY COURT CASE.

In the matter of Sutton, Landlord, v. Bancroft, Tenant.

Overholding Tenants Act—Assignee of reversion.

Under the Overholding Tenants Act, 31 Vic. cap. 26, the word "landlord" includes the assignee of the reversion.

The late Act affords a more extensive as well as a more expeditious remedy than any former statute.

[Hughes, Co. J., St. Thomas.]

The facts of the case were, that one Burtch demised the premises to this tenant for a term which had expired, but before the end of the term conveyed the reversion to Sutton, who claimed the possession as landlord.

Ellis, as attorney for the tenant, denied the relation of landlord and tenant within the meaning of the Act, upon which alone the County Judge had jurisdiction. Proof of title and of the lease having been made from Burtch to Bancroft, and no attornment shewn from Bancroft to Sutton, Mr. Ellis claimed to have the proceedings quashed and the application discharged for want of privity between the parties, and that the fact of his being in possession did not constitute Bancroft Sutton's tenant: nor did the assignment of the reversion constitute Sutton Bancroft's landlord. The notice to quit and demand of possession were admitted.

McDougall, counsel for the landlord, cited the 13th section of the Act as to the meanings of the words "tenant" and "landlord," whereby they have assigned to them interpretations which their ordinary signification do not import, and referred to *Nash* v. *Sharp*, 5 C. L. J., N. S., 73, as good authority under the former statute, but not under the Ontario Act, for by the interpretation of the 13th section no room whatever is left for doubt.

Hughes, Co. J.—In the Act, 4 Wm. IV. Cap. 1, I find an interpretation clause (sec. 59), but no such meanings attached to the words "landlord" and "tenant" as are assigned them by the 13th section of the Ontario Act, nor do I find them in the Con. Stat. of U. C. Cap. 27. The Act 27 & 28 Vic. cap 30, affords a more expeditious remedy for cases coming within the meaning of the previously existing statute, but I find no extension as to the kind of cases which might be reached by that remedy, so that up to the passing of the Ontario Statute, 31 Vic. Cap. 26, any decision of the Superior Courts as to the extent of the remedy and the class of cases coming within the purview of the then existing statutes would apply and be authoritative Not so, however, since the passing of the statute now in question, because the word "tenant" is thereby declared to mean and include an occupant, a sub-tenant, under-tenant (if there be any difference between "sub" and "under") and his and their assigns and legal representatives: and the word "landlord" is declared to mean and include the lessor, owner, the party giving or permitting the occupation of the premises in question, and the person entitled to the possession thereof, and his and their heirs and assigns and legal representatives. I think that *Bonser* v. *Boice*, 9 U. C. L. J. 213, does not apply as an authority in this case, for the statute in question affords not only a more expeditious but a more extensive remedy than was ever devised or contemplated by any previously existing statute, and no room is left for a well founded doubt that the word landlord includes the assignee of the reversion.

I therefore decide, 1st. That this is a case clearly coming within the meaning of the second section of the Act. 2nd. That the tenant, Bancroft, holds without color of right, and was tenant, &c., for a term which has expired, and wrongfully refuses to go out of possession thereof, &c.

Writ of possession ordered *

ENGLISH REPORTS.

QUEEN'S BENCH.

Fair v. The London and North-Western Railway Company.

Damages—Future prospect—Negligence—Railway company.

Where a plaintiff having been injured through the negligence of the defendant can show that, although only enjoying at present a small income, he has a reasonable prospect of increasing that income, such prospect ought to be a matter of consideration for the jury.

[Q. B. 18 W. R., 66.]

This was an action tried before the Lord Chief Baron at Hartford, and was brought to recover damages for injuries received in an accident on the defendants' railway; a verdict was found for the plaintiff, damages £5,000, with £250 for expenses.

The plaintiff was a clergyman of twenty-seven years of age, enjoying an income of £250, as a secretary to the Irish Mission, and it was shewn at the trial that he was a young man of great promise, and had reasonable expectations that he should increase his income hereafter.

It was admitted that he was totally incapacitated by the accident for the present, and that any improvement in his condition was a matter of great doubt.

Vernon Harcourt, Q C., now moved for a new trial, or to reduce damages on the ground that they were excessive. £5,000 is an exorbitant sum when calculating on £250. Such a sum would produce a larger annuity. How can the prospect of a man be proved? By calling friends on one side to give favorable evidence, and witnesses on the other to disparage? There should be some limit as in America, otherwise railway companies are made insurers at full amount without any means of ascertaining the value of what is insured. There should be some power to protect themselves by special contract, as there is in the case of horses, goods, &c.; cannot the principle in *Hadley* v. *Baxendale*, 2 W. R. 302, 9 Ex. 341 be applied here?

* See Editorial remarks on page 18.—Eds. L. J.