

42. The following authorities are referred to:

"Compensation may be recovered for proximate losses as are also the natural result of the wrongful act, either in the nature of things, or in the light of special circumstances of which the wrongdoer had notice."—Sedgwick on Damages, 8th Ed., s. 122, at p. 177.

"In order to be compensated a consequential injury must be such a result of this injury as, according to common experience and the usual course of events, might reasonably have been anticipated."

Ibid s.s. 142. See also s.s. 170, 172, 177, 182.

Ibid s.s. 170, 172, 174, 177, 182.

See also Sutherland on Damages.

Profits of special contract:—

"The liability for the profits which would have resulted from the performance of a contract is co-extensive with the power to contract; and the government is liable therefor to the same extent as an individual. The right of a party to recover the profits he would have made in fulfilling a contract depends solely upon the fault of the other party to it, and plaintiff's ability to show that the profits claimed were reasonably certain to have been realized but for the wrongful act complained of. It is not an insuperable objection to their recovery that they cannot be directly and absolutely proved. The general uncertainty attending human life and the special contingencies as to its duration on account of the physical condition of an individual whose rights are involved, do not prevent the recovery of damages for causing his death or injuring his person. An agreement by one person to support another during life is an entire continuing contract, upon the total breach of which the obligor is liable for full and final damages estimated to the time the person who was to be supported would probably die. It is the constant practice to so assess damages in actions to recover for personal injuries. In the nature of things, where performance has been prevented, the proof of profits cannot be direct and absolute. The injured party must, however, introduce evidence legally tending to establish damage and sufficient to warrant a jury in coming to the conclusion that the damages they find have been sustained; but no greater degree of certainty in this proof is required than of any other fact which is essential to be established in a civil action. If there is no more certain method of arriving at the amount, the injured party is entitled to submit to the jury the particular facts which have transpired and to show the whole situation, which is