

Denizart says, "On accorde des dommages intérêts aux personnes du sexe, dans le cas, &c., parceque ces ruptures peuvent préjudicier à leur réputation," and in the case of the arrêt above stated, heavy damages were claimed and given, because "la demoiselle refusée se trouvait en quelque façon méprisée par ce changement et exposée à la diversité du jugement du public." So as to the *affront* of Pothier, that cannot be put aside from the estimation of the cast-off woman's damages. The fact of her being cast-off would scarcely be a recommendation to another person to take her up for himself. It is for such reasons the solatium was given in France and cannot be refused here. . . . Under all these circumstances of fact found in her favor, and of her allegations stating those facts, it only remains to say that by old French common law, by the opinion of its more modern juriconsults of eminence and authority, Pothier, Denizart and others, and by the jurisprudence of our own Courts of Justice in such cases, she has a legal right of action, and that her allegations are sufficient in law to maintain the verdict, and therefore that the appellant's motion was properly dismissed by the Superior Court.".....

DUVAL, C. J. "If the Defendant had moved for a new trial, I would have been disposed to grant it, but the appeal is based on the judgment rendered. The question which might have been raised if the verdict was not before the Court, cannot be raised now with the verdict before us; for there can be no doubt whatever that a female who has sustained special damage, as the jury have found here, is entitled to an action to recover such damage. The Court cannot, therefore, interfere with the judgment."

DRUMMOND, J.: "The jurisprudence on the point raised by the appellant is too well settled to admit of a doubt."

MONK, J.: "I regret that there is no motion for a new trial. If there had been, I would have had no hesitation in saying that the verdict, on the face of the record, is entirely unjustifiable. But as the case come up, the Court has no power to alter the judgment."\*

La jurisprudence consacrée en cette cause célèbre vient d'être appliquée au cas d'inexécution d'une promesse de mariage de la part de la femme, dans la cause encore pendante du Dr. Matthieu contre Mlle Laflamme. Par une défense en droit, elle soutenait en octobre dernier devant la Cour Supérieure, à Montréal (Berthelot J.), que l'action intentée contr'elle n'existe pas en droit, au moins pour les dommages exemplaires. L'honorable juge, sans précisément rejeter la distinction des dommages réels ou particuliers et des dommages exemplaires, débouta Mlle Laflamme de sa défense en droit et ordonna aux parties d'aller à l'enquête. Le raisonnement de l'honorable juge a évidemment été logique: La promesse de mariage, dit-il, est une obligation civile, tous les tribunaux du pays l'ont ainsi jugé: elle l'est pour