

or purchaser: Wright's ed. of the French Civil Code p. 317, n. b.; Sherman's Roman Law in the Modern World, II. 343, n. 31.

So by Code of Louisiana, section 2566, 'the contract of sale may be cancelled . . . by the effect of the lesion beyond moiety.' 'If the vendor has been aggrieved for more than half the value of an immovable estate by him sold he has the right to demand the rescission of the sale: section 2589.'

No doubt the doctrine of *læsio enormis*, if applied as Roman law applied it to the sale of goods as well as of land, is hostile to commerce; and no doubt our inclination is to say that if a man sells a thing for less than half its value, or a man buys a thing at a price double its true value, more fools they; why should the law come to their rescue? But what about the case of the supposed piece of Dresden china? Was there not a "gross wrong" done to the purchaser by the seller, amounting to positive fraud? And what about the following case which came to my knowledge recently?

A gentleman with a knowledge of French literature and of the value of books found himself looking at a counter outside a bookseller's shop not a hundred miles from here, covered with old second-hand books, and bearing the superscription "any of these books can be bought for 50c." He picked up a copy of Corneille's poems, and saw it was a first edition, of which he knew the value to be several hundred dollars. As a fact I am told the last copy sold by auction fetched \$800. He honestly paid his 50 cents and carried off the book. Was there not "gross wrong" here done to the seller? I submit that the fact that the bookseller may himself have bought the book from some one else *equally ignorant with himself* of the true value is nothing to the point.

Might not the law very well be that if buyer or seller be proved to have known at the time of sale that the other party was ignorant of some essential quality of the thing sold greatly affecting its value, and takes advantage of this ignorance, he shall be compellable either to rescind the sale and refund, or pay compensation?

One more matter I wish to refer to before I close, and one