

ment. Courts of justice are not tied down absolutely to definitions nor precisions, even where they are given in the books, but where only a general term is to be found, such as this of personal wrongs, then Courts must be guided by the common appreciation of the terms themselves, and in this view it is plain that a wrong involves a malfeasance committed which must be redressed, and therefore comes within the legal mode of redress, proper to be compensated in in damages. Judgments are of frequent occurrence in our Courts, where damages are awarded for wrong and injury done by libel and slander, in some cases of a very indefinite character, where material damage is not established, but where the solatium is given for the wounded feelings of the slandered sufferer, and yet it is alleged that that solatium must be legally denied to the cast-off promised wife, for the social slander thrown over her by her promised husband's declaration of refusal, and that she must be restricted to the recovery only of the material loss she has incurred in the cost of her milliner's bill and the expense of the trousseau which she has been induced, perhaps éportuned, by her promised husband, to prepare and purchase. This is not the redress of the law, which is more than a mere trading appreciation of the damage done by the wrong doer, and is neither honest, moral nor legal. In this case there is no denial of the promise, and besides, the appellant's letters and his answers on facts and articles, clearly establish that fact by written proof of his *promesses avouées*. This point being established, a reference to Pothier is desirable. "Lorsque le juge trouve l'engagement valable, il condamne la partie qui refuse de l'accomplir, à une somme à laquelle il arbitre les dommages et intérêts dus à l'autre partie pour l'inexécution de l'engagement. Les dépenses que les recherches de mariage ont causées pendant tout le temps qu'elles ont duré, à celui qui se plaint de l'inexécution des fiançailles et la perte du temps qu'elles lui ont causée, sont les objets les plus ordinaires de ces dommages et intérêts. L'affront que souffre la partie à qui on a manqué de foi, y peut aussi quelquefois entrer, dans le cas auquel il y aurait lieu de craindre qu'il ne peut nuire à son établissement avec un autre."

"As long ago as 1680, a celebrated arrêt was rendered in France in a case of breach of promise, which confirmed previous arrêts to the same effect, and held "qu'une personne qui change de volonté, doit les dommages intérêts de l'inexécution de son contrat de mariage." And Ancien Dénizart, vo. mariage, holds: "Les mariages devant être libres, on ne peut contraindre qui que ce soit d'en contracter soit en conséquence de promesses, de fiançailles ou pour d'autres causes: mais si, par inconstance ou autrement, après un contrat de mariage de fiançailles, celui qui avait promis de se marier, change de résolution, il doit des dommages intérêts qui s'arbitrent suivant les circonstances," and he then gives several instances in which various amounts were adjudged, 4,000 livres, 60,000 livres; and in the case of the arrêt above referred to, 100,000 livres were given, in every case without what we technically call special damages being proved.