

his heart. It was held, first, that the Court did not err in instructing the jury that the law would presume that the death was not caused by suicide, but would, on the contrary, presume that it was unintentional on the part of the insured, within the meaning of the policy; and that plaintiff, in the absence of rebutting evidence, was entitled to the benefit of such presumption. The policy provided that no claim should be made under it, where the death of the insured was caused by "intentional injuries inflicted by the insured or any other person." On this point it was held that the court erred in instructing the jury that if the insured was murdered, the means used were "accidental" as to him, and plaintiff would be entitled to recover. The Court came to the conclusion that no valid claim could be made under the policy if the insured, either intentionally or when insane, inflicted upon himself the injuries which caused his death, or if his death was caused by intentional injuries inflicted upon him by some other person.

SUPERIOR COURT.

AYLMER (District of Ottawa),
Sept. 26, 1887.

Before WURTELE, J.

CAMERON v. STEELE.

Seduction—Damages—When recoverable—Evidence of promise of marriage.

HELD:—*That damages for seduction can be demanded and recovered only when the seducer has accomplished his end by means of a promise of marriage, or by means of artifices or deceitful manoeuvres.*

2. *That a writing or a commencement of proof in writing is necessary to establish a promise of marriage.*

PER CURIAM. The plaintiff sues as the tutor of his minor daughter, and the action is in declaration of paternity and for the maintenance of the child, joined with an action of damages for the mother resulting from her seduction.

The proof establishes that the defendant is the father of the child; and the Court by its judgment will declare that he is, and will condemn him, under Article 240 of the

Civil Code, to provide for the child's maintenance until she attains sixteen years of age, being the age until which children, by our laws respecting public instruction, have the right to attend public schools, and until which the expenses of her education should be provided for. As maintenance is granted in proportion to the wants of the person entitled to it, and as the cost of the child's support and education will increase as she grows older, the judgment will provide for an increase from time to time of the alimentary pension, commencing at \$6 and finishing at \$12 a month. Then, as the child may not be in a position when she has attained sixteen years of age to support herself, the judgment will reserve to her the right of then claiming a further alimentary provision should it be needed. In fixing the amount of the alimentary pension, the Court has been guided by the social position of the parties and the means of the defendant.

I now arrive at the claim of damages for the seduction of the mother.

By the criminal law, anyone who has illicit connection with a girl of chaste character between the age of twelve and sixteen years, and anyone above the age of twenty-one who, under promise of marriage, seduces an unmarried female under twenty-one years of age of chaste character, is guilty of a misdemeanor and liable to two years' imprisonment; but in the case of the seduction of a girl over sixteen years of age, without a promise of marriage, no punishment is decreed. By the civil law, an action does not accrue to a woman who has been seduced by the mere fact of the seduction; for her to have the right to claim damages, the seduction must have taken place under a promise of marriage, or by an abuse of authority, artifices or deceptive manoeuvres. When a woman yields of her own accord, she can only complain of the weakness of her virtue; the fault is common to the man and the woman, and it would not be right to indemnify the one at the expense of the other, to reward one and punish the other, and the woman has therefore in such a case no action for damages. On the other hand, when the seducer has accomplished his end under a promise of marriage, he has not