

“and also to pay the sum of seven dollars and twenty-five cents for costs in this behalf” read thus “and also to pay to the said Robert Crawford”—the complainant—“the sum of seven dollars and twenty-five cents for his costs in this behalf.” With that amendment the order nisi to quash will be discharged: Ex parte Nugent, 33 N. B. R. 22.

Conviction amended; order nisi to quash discharged.

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## NOVA SCOTIA.

SUPREME COURT.

JUNE 13TH, 1911.

CAMERON v. SPARKS.

*Marriage—Breach of Promise—Seduction—Damages.*

R. G. McKay, for plaintiff.

Graham, K.C., for defendant.

RUSSELL, J.:—The plaintiff, suing for breach of promise of marriage, is corroborated by her mother, while the defendant is content with a general denial of the specific and circumstantial statements of the plaintiff.

There was some attempt to attribute previous unchastity to the plaintiff, but there was nothing approaching to proof beyond her own affirmative reply to a question which she did not understand in reference to her relations with an earlier lover. The question could easily have been misunderstood. The examining counsel's proper delicacy of feeling led him to use vague terms in framing it.

The parties are both in humble circumstances and the defendant should, not, I feel, be loaded down with damages which he can have no hope of ever paying, but he should be made to bear a reasonable share of the burden, the heaviest part of which must, under the social conditions of the present, fall in any case on the plaintiff, and would fall on her no matter how heavy the damages awarded.

I find for the plaintiff with \$400 damages.