evenly balanced, he was not disposed to reverse. Judgment confirmed. Duval, C J., and Drummond, J., dissenting.

Perkins & Stephens for Appellant; Leblanc & Cassidy for Respondent.

BROUGH (plaintiff contesting opposition in Court below) Appellant; and MCDONELL, (Opposant below) Respondent.—DUVAL, CH. J.—This was an opposition on the part of Respondent, claiming the moveables seized in the cause. The bailiff had made an improper return, that the money had been paid, whereas no money had been paid. The contestation of the opposition (which opposition was founded upon a fraudulent confession of judgment given by one brother to another) must be maintained. —Judgment reversed unanimously.

Aylen & Perkins for Appellant; J. Delisle for Respondent.

COUPAL, (Defendant in the Court below) Appellant, and BONNEAU, (Plaintiff in the Court below) Respondent.

Excessive damages for seduction reduced. £100 only allowed, plaintiff to pay costs in appeal.

DRUMMOND, J.—

This was an action *en déclaration de paternité*, instituted by Suzanne Bonneau on the 9th April, 1862. The plaintiff was a minor at the time the action was instituted, but having attained her majority while the action was pending, the *instance* was taken up in her name. The plaintiff set up that she was chaste and was generally esteemed up to the time her fault became known. That defendant for two years before she yielded, visited the plaintiff as a lover, and continually promised her marriage. On the 16th April, 1861, a child was born. Plaintiff claimed $8,000 damages. The Court below awarded $2,000 damages, $60 per annum till the child should attain the age of 7, and $120 per annum from 7 to 14, with interest. His Honor had been much surprised at the amount awarded. The affair which led to the action was unfortunately not very uncommon in the country, and though the plaintiff's family was no doubt highly respectable, yet his Honor could not but regard the damages as excessive for persons in their position in life. The sum was quite a fortune in the country, the £30 per annum allowed to the child from 7 to 14 being almost sufficient to support a large family. The child, however, had died since the judgment of the Court below, and the Court would not disturb this part of the judgment. But the amount of damages would be reduced to £100, and the plaintiff would be condemned to pay the costs in the Court of appeal.

AYLWIN, J.—The declaration of the Respondent shews that this unfortunate girl had indulged in her illicit intercourse as long as she could without producing the natural result. With such *libertinage*, I should have been of opinion to award her no damages, leaving vice to be its own reward.. The condemnation of costs, however, would be a reward on the side of the debauched young man, the Appellant, unless it were repressed by a mulct. I hope that such exorbitant verdicts will be checked by the reversal, *omni voce*, of this extravagant judgment of the Superior Court. It is a sad thing that with our legislation, erring females have power to imprison their debtors, upon action of breach of promise of marriage or seduction, while honest women are left to get their damages as best they can, and the honest wife is left without redress against a rascally husband. It is a scandal to our legislation — Judgment modified, damages $400, with costs of Court of Appeal against Respondent.

Doutre & Doutre for Appellant; Mag. Lanctot for Respondent.

LACROIX (Plaintiff in the Court below), Appellant, and MOREAU (Defendant *en garantie* below), Respondent.—AYLWIN, J.—In this case I dissent from the judgment about to be rendered by the Court. I shall only say I am of opinion that the judgment of the Superior Court is wrong, and that the pleas of the Appellant should be maintained; that the fraud set up is sufficient to annul the *décret* pleaded by the Respondent; and that the pleas of prescription, and the plea of *impenses et améliorations* of the Respondent are sufficiently answered again by the fraud proved by the Appellant.

MONDELET, J.—This was a petitory action claiming a lot of land occupied by defendant. The controversy was as to the sufficiency of the special answers fyled by the Appellant rejected in part by the Court below. His Honor was of opinion that the judgment should be confirmed.

Judgment confirmed, Mr. Justice Aylwin dissenting.

E. Barnard for Appellant; Leblanc & Cassidy for Respondent.

WATSON (plaintiff in Court below) Appellant: and SPINELLI (defendant and plaintiff *en garantie* in Court below) Respondent; and FULLUM (defendant *en garantie*) Respondent.

F. wished to buy a small strip of land, of little value to any one but himself, and offered £15 for it. The price asked by W. was £20, which F. refused to pay. Afterwards, F. sold this land to S., who built on it. A petitory action being brought, it was held that F. must pay the £20 asked for the land, and costs of both courts.

DRUMMOND, J., said the Court would have shrunk from the decision to which it had come in this case if it had not found precedents to justify it. It was one of the cases where *summum jus* would be *summa injuria*. The circumstances were these. The Corporation had acquired a lot of land for the purpose of opening Craig Street, and having taken as much as they required, the remainder (a small strip only six feet wide at one end and terminating in a point at the other end) was sold, and Watson became the purchaser. It was about the possession of this strip of land that the difficulty occurred. This strip of land could be of no use to any one but Fullum whose land it adjoined. The purchaser, Watson, being absent from the city, Fullum went to his brother and offered him £15 for the strip of land. Watson declined to sell at that price, but said he would sell for £20 or £25. Fullum would not accept this offer, but some time afterwards, probably relying on Watson's absence, and thinking he would oust him from