

plaintiff and defendant was overheard, in which the defendant, on being taxed with having promised to marry the plaintiff, did not deny it. That, it is true, was held to be some corroborating evidence. That however was a very different case from this. The Court of Appeal held, that having regard to the circumstances under which the statement was made, the fact that the defendant did not deny it was evidence of an admission that it was correct. The case only illustrates the limitation to be placed upon the doctrine that silence is not evidence of an admission unless it is reasonable to expect that if the statements made were untrue they would be met with an immediate denial. I am of opinion that there was no evidence in corroboration of the alleged promise to marry.

KAY, J. J. The plaintiff's counsel relies upon various matters as evidence which corroborated the plaintiff's testimony that the defendant promised to marry her. I may dispose of some of those matters very shortly. With respect to the ring, it is, to my mind, impossible to treat the possession by the plaintiff of the defendant's signet ring as corroboration of the promise. A man does not usually give his signet ring in such cases. It was said that the fact of the defendant not answering certain letters was evidence in corroboration of the promise. The letter written by the burgomaster contains no mention of a promise of marriage, and is clearly not evidence in corroboration. The letter written by the pastor of the German Church is a letter written by a perfect stranger to the defendant, and it contains a threat to punish him by means of the law or the press for his misconduct. It is clearly a letter which nine out of ten men would refuse to answer, and the refusal to answer it cannot be any corroboration. The real question is, whether the letters written by the plaintiff herself so imperatively required an answer, that the not answering is evidence that the defendant admitted the truth of the statement that he had promised to marry her. I decline to lay down any general rule on this matter. There are certain letters written on business matters, and received by one of the parties to the litigation before

the court, the not answering of which has been taken as very strong evidence that the person receiving the letter admitted the truth of what was stated in it. In some cases that is the only possible conclusion which could be drawn, as where a man states, "I employed you to do this or that business upon such and such terms," and the person who receives the letter does not deny the statement and undertakes the business. The only fair way of stating the rule of law is that in every case you must look at all the circumstances under which the letter was written, and you must determine for yourself whether the circumstances are such that the refusal to reply alone amounts to an admission. The facts in the present case are that the defendant had had sexual connection with the plaintiff. They had parted, he giving her £100. She goes to an hotel at Cannes, where his mother was living, and she writes to him from that hotel, having seen his mother, and she states in effect that he had promised her marriage. Is it an irresistible inference that by declining to answer the letter he must be taken to have admitted the promise? His declining to answer is just as consistent with his not having made the promise as with his having made it. I cannot see that the mere fact of his declining to answer affords the corroborating evidence required by the act of Parliament. I agree with what has been said by the rest of the court in this respect, and I think that the proper course which the learned judge at the trial ought to have taken was to say that the plaintiff's evidence with respect to the promise had not been materially corroborated in such a way that there was anything left to go to the jury on the issue of breach of promise of marriage.

Motion granted accordingly.

#### DECISIONS AT QUEBEC.\*

*Principal and agent—Negotiable instrument—  
Bona fide holder for value.*

*Held:*—That abuse of power or betrayal of trust by an agent who indorses a bill of exchange for his principal, does not affect the recourse against the latter of a *bona fide* holder