amount of damages to be awarded in the suit.

Homan v. *Earle* is an important illustration of our general principle, both because of Chief-Justice Church's lucid exposition of the law, and the delicate shading of the facts. Here, a woman, evidently without reproach, had been led into a marriage engagement by a man whose conduct seems to have been purposely ambiguous. As the Court observed, both parties to the suit were highly respectable, belonging to the same church, equals except in pecuniary resources, the plaintiff about thirty, and the defendant fifty. The defendant, left a widower, began his visits soon after the death of his first wife, to the plaintiff, who had been her intimate friend. His visits grew longer and more frequent; there were rides, and walks, caresses and the usual endearing words. He gave the woman to understand that his wife had said something in her favor before she died. He spoke significantly of intending to marry when the year was out; of taking a wife of a certain description, which she answered; of expecting her to know, some day, all his business. She cautioned him, after he had gone on in this way for two months, that she considered this meant a great deal, and at the same time she offered him his freedom. This warning only made him press his suit the more ardently, though he was far from making himself explicit. But, coming to her after a few days' absence, he made, as she testified, a formal declaration of love, which she reciprocated. The two were then separated for six weeks; after which the visits went on during a brief season, much as before. By this time, however, a curious proceeding on the man's part leaves us to infer that he had begun courting another woman, with whom he had lately become acquainted, and whom, in fact, he married about six months afterwards. Drafting a letter one day with his own hand, to the effect that the plaintiff regarded his visits as evidence of friendship, and "nothing more," he persuaded her to copy and sign it. He wished this, he told her, because he did not want others to think they had any understanding together so soon after his wife's death. The defendant's conduct, when his new engagement came out, indicated that he was conscious of having wronged the plaintiff. The Court refused to disturb a verdict rendered for the woman on these facts, notwithstanding "negative evidence," such as the absence of presents, a ring, letters, and definite plans of marriage.

(To be continued.)

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, April 25, 1881.

DORION, C.J., MONK, RAMSAY, CROSS & BABY, JJ.

MILLER (deft. below), Appellant, and COLEMAN et vir, (plffs. below), Respondents.

Executor, Liability of—Right to interest on monies advanced.

The action was an action to account, and the appellant, by the final judgment of the Court below, was condemned to pay the female respondent the sum of $41,278, and interest.

In appeal, the judgment was reversed (Baby, J., dissenting), and the action dismissed, the incidental demand of the appellant being, moreover, maintained to the extent of $590.07. The questions of fact were extremely numerous. On the questions of law the majority of the Court held:

1. That executors are responsible only for monies actually received by them, and are not responsible jointly and severally for each other's administration.

2. That when a person, besides being executor, acts as if he were tutor (though not really so) of the minor to whom the estate he administers belongs, he cannot charge interest on monies expended by him in excess of his receipts.

3. That an executor, under the circumstances above mentioned, has, however, a right to claim interest on all interest-bearing debts paid by him on behalf of the minor, in order to prevent the sacrifice of the minor's real estate.

A. & W. Robertson for Appellant.

S. Bethune, Q.C., and *J. Doutre, Q.C.*, Counsel.

Lacoste, Globensky & Bisaillon for respondents.

COURT OF REVIEW.

MONTREAL, April 29, 1881.

SICOTTE, RAINVILLE, JETTÉ, J J.

[From S. C., Iberville.

LA SOCIÉTÉ PERMANENTE DE CONSTRUCTION DU DISTRICT D'IBERVILLE v. ROSSITER, and MAGUIRE ès qual., *en reprise d'instance*.