

dit, son action sera déboutée, quant au capital de \$100, la Cour se réservant d'adjuger sur les autres conclusions de l'action et sur les dépens lorsque le jugement final sera rendu."

Cité par le Juge—*Parker v. Felton*, 21 L.C.J. p. 253.

Jugement final rendu le 23 juin 1891 :

"La Cour, etc. . . .

"Considérant que depuis le jugement interlocutoire rendu le 31 mars dernier (1891) le demandeur a fait cesser la cause de trouble dont se plaignait le défendeur, en produisant une main levée accordée par le Séminaire de Québec, créancier hypothécaire, et qu'il est bien fondé maintenant à demander jugement pour le capital réclamé, savoir \$100 ;

"Que le demandeur avait, malgré que le défendeur eut juste raison de craindre d'être troublé, droit de réclamer les intérêts sur la balance du prix de vente à lui dus ;

"Que son action était, dans tous les cas, bien fondée pour les intérêts réclamés ;

"Que le défendeur a contesté toute l'action, maintient l'action en cette cause et condamne le défendeur à payer au demandeur la somme de \$110 et dépens d'une action de la classe de \$10, et adjugeant sur la motion du demandeur pour que les frais d'enquête encourus pour faire la preuve des faits niés par le défendeur dans ses réponses aux articulations de faits du demandeur soient adjugés contre le défendeur, accorde la dite motion avec dépens, et mets les frais d'enquête en cette cause à la charge du défendeur."

Angers & Martin, procureurs du demandeur.

J. S. Ferrault, procureur du défendeur.

(C. A.)

COURT OF APPEAL.

LONDON, July 9, 1891.

WIEDEMANN V. WALPOLB.*

*Breach of promise of marriage—Corroboration
—Omission to answer letters—Possession
of ring.*

*In an action for breach of promise of marriage,
the mere fact that the defendant did not
answer letters written to him by the plaintiff,
in which she stated that he had promised*

to marry her, was held no evidence corroborating the plaintiff's testimony in support of such promise, within the meaning of 32 and 33 Victoria, chapter 68, section 2, and so of plaintiff's possession of defendant's signet ring.

Motion to enter judgment for the defendant on one of the issues in an action tried before Pollock, B., and a jury.

The action was brought to recover damages for the breach of the defendant's promise to marry the plaintiff; to recover damages for libel, and to recover the amount of expenses incurred by the plaintiff in making certain journeys at the defendant's request. The defendant pleaded a denial of the promise to marry and of the libel, and further, that the occasion of publishing the alleged libel was privileged. At the trial the following facts were proved with respect to the alleged promise of marriage: In September, 1882, the defendant met the plaintiff at an hotel in Constantinople. He had sexual intercourse with her there, and remained with her a few days, giving her £100 when they parted, and according to her evidence, he promised whilst their intimacy was going on to marry her. In November, 1882, the plaintiff went to a hotel in Cannes, where she met and conversed with the defendant's mother, and the plaintiff alleged that she went from Constantinople to Cannes by the arrangement of the defendant, and in order to be introduced to his mother. The plaintiff produced at the trial copies of letters written by her to the defendant subsequently to her meeting with his mother, the first being a letter of November 27, 1882, written from the hotel at Cannes, in which letters she stated that he had promised to marry her. The plaintiff also produced a copy of a letter, dated January 3, 1883, and written to the defendant by her brother-in-law, a burgomaster of Nordhausen. This letter contained no reference to the alleged promise of marriage, but asked the defendant to communicate his intentions and resolutions for the future of the plaintiff as soon as possible, and said that the defendant must have considered that the compromised honor of the family could not be received without further

* 2 Q. B. (1891) 534.