

1917.*Present* : Ennis and de Sampayo JJ.ANA FERNANDO *v.* JOKINS.472—*D. C. Chilaw, 5,470.**Breach of promise—Signing of a betrothal register—Valid promise to marry.*

The signing of a betrothal register before a parish priest constitutes a valid promise to marry, for breach of which damages may be recovered.

**A** PPEAL from the following judgment of the District Judge of Chilaw :—

This is an action for breach of promise of marriage. It is an unusual case owing to the age of parties, the plaintiff being a woman of 40 or over, and the defendant an already twice married patriarch of 70 ; they are both ordinary unsophisticated villagers, neither of them possessed of much of this world's wealth.

That there was a written promise to marry, sufficient to bind the defendant, there can be no doubt whatever. He admits the promise himself ; he also admits having signed the betrothal register, along with the plaintiff, before the parish priest at Katuneriya ; that constitutes, in my opinion, a written promise in law to marry, sufficient to justify the plaintiff suing him for damages for breach of the said promise.

The defendant claims justification in not marrying the plaintiff, on the ground that plaintiff, after February, 1915, the date of their betrothal was leading an immoral life with a man called Paulu Janze of Katuneriya. If this allegation is proved, the defendant was undoubtedly justified. That the plaintiff was not a woman of good moral character before the defendant promised to marry her is not relevant to this case except so far as it may be proved that she continued in her immoral life

after the defendant's promise to marry. Defendant's story is that the proposal of marriage came from plaintiff and not from him, and he is supported in this by the witness Peters Annawi; but I prefer to believe the plaintiff's version, that the proposal came from the defendant who kept harassing the plaintiff by visiting her against her wish, and causing a scandal, so much so that the then parish priest, the Rev. Father Boulic, had to take notice of it. The evidence of the witness Philip Peters and that of Juan Janze does not strike me as being truthful evidence. I am not inclined to believe it. And even if it were true, it does not prove immorality on the part of the plaintiff. Father Boulic says he never heard plaintiff's name coupled, in an immoral way, with Paulu Janze's name, nor were any such complaints made to him; they naturally would have been had the allegations been true. On the other hand, Father Boulic knew all about the defendant's frequent visits to the plaintiff in his endeavour to get her to marry him.

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The plaintiff is entitled to damages, she claims Rs. 1,000; in my opinion this claim is exorbitant.

I give her Rs. 250 damages with costs in that class.

*Wadsworth*, for defendant, appellant.

*Balasingham* (with *Rasaratnam*), for plaintiff, respondent.

February 2, 1917. ENNIS J.—

I see no reason to interfere with the finding of fact. As to the written promise, the word "betrothal" itself implies the Promise and the signing of the betrothal register reduces that promise to writing.

I would dismiss the appeal with costs.

DE SAMPAYO J.—I agree.

*Appeal dismissed.*

