

SOME EARLY BREACH OF PROMISE CASES.—There are among the Early Chancery Proceedings, formerly in the Tower of London, a considerable number of Bills of Complaint, grounded on an alleged breach of promise, or rather breach of contract, of marriage, some of which date back as far as the middle of the fifteenth century. At that period, and indeed till the passing of the Marriage Act of 26 George II., the solemnization of matrimony, according to the laws of Holy Church, appears to have been altogether subsidiary to the civil contracts, or espousals, which often preceded the actual marriage by a considerable period. A pre-contract of this kind was, to the thirty-second year of Henry VIII., and again after 2 and 3 Edward VI., considered an impediment to marry with any other person; and until the statute of 26 George II., above referred to, a suit might be brought in the Ecclesiastical Courts to compel a marriage in consequence of such contract.

If a formal betrothal of this kind, to be duly committed to writing and attested, were at the present time declared to be the only legal basis on which an action for breach of promise could rest, a great saving of time to the judicial bench would ensue, and the public would be spared the recital of much of the amorous nonsense with which more or less facetious counsel endeavor to influence a sympathetic jury in assessing the amount of damage, from a pecuniary point of view, done to the outraged feelings of many a too seductive or too enterprising damsel. The law reports, would, however, then be deprived of one of their most amusing features; one on which the ordinary newspaper reader seizes with avidity.

That the courts of the fifteenth and sixteenth centuries were not altogether without their sensational trials of a somewhat similar kind, appears from curious records now under review. I have before me copies of four documents, all apparently bearing date between the years 1452 and 1515, which are peculiarly interesting as illustrative of the social life of that period. They show, in fact, that then, as now, amongst a certain class of persons, marriage was regarded principally in the light of a commercial speculation, the bargains made in some of the cases being specified with a minuteness of detail as amusing as it is unromantic. The first of these is a complaint preferred to the Cardinal Archbishop of Canterbury, Chancellor of England, between the years 1452 and 1454, by Margaret Gardynere and Alice Gardynere (presumably her daughter), against one "John Keche, of Yppeswych," who appears to have been in considerable demand amongst the fair sex, as, according to their own statement, the said Margaret and Alice agreed to pay him the sum of twenty-two marks on condition of his taking the said Alice to wife; but the faithless "Keche," after receiving ten marks from the said Margaret and twelve marks from the said Alice, "meyning but craft and discyt," went and took to wife one Joan, the daughter of Thomas Bloys, to whom he had been previously assured, "to the gret discyt of the said suppliants and ageyne all good reacion and conscience;" and although at divers times required by the said suppliants to refund the twenty-two marks, he persistently refuses so to do; whereupon they pray for a writ directing him to appear before the King in his Chancery, to answer to the premises, which is granted to them accordingly.