

question, including cost of maintenance until testator's death; (4) Loss of parish allowance for each of her three legitimate sons, withdrawn in consequence of the birth of the illegitimate child; (5) Loss, owing to the birth of the illegitimate child, of a legacy of £100, which would otherwise have been left to plaintiff by her mother, in common with her brothers and sisters. The Court of Appeal (Lord Esher, M.R., and Bowen, L.J.) were of opinion that, (1) a breach of promise of marriage, without any allegation of special damage, is a mere personal injury, to which the maxim *actio personalis moritur cum persona* applies, and, therefore, no action therefor will lie against the representatives of a deceased promisor; (2) that none of the particulars alleged constituted such special damage as entitled the plaintiff to recover; and (3) that the only special damage which would be recoverable in such an action would be something affecting the money value of the contract to the plaintiff, and part of the consideration for the promise, and brought to the knowledge of the other party at the time of the contract, in order to bring it within the principle of *Hadley v. Baxendale*, 9 Ex. 341. In the judgment of Bowen, L.J., is to be found an instruction disquisition on the maxim *actio personalis*.

ORDER FOR ALIMONY PENDENTE LITE—FINAL JUDGMENT.

In *re Henderson*, 20 Q. B. D. 509, a question was raised whether an order for the payment of alimony *pendente lite* was a "final judgment," entitling the wife to issue a bankruptcy notice against her husband for non-payment of arrears, and the Court of Appeal (Lord Esher, M.R., and Fry and Lopes, L.J.J.) held that it was not.

ORDER DISMISSING ACTION FOR WANT OF PROSECUTION—FINAL JUDGMENT.

A similar question arose in *re Riddell*, 20 Q. B. D. 512, but in this case the point raised was whether an order dismissing an action with costs for want of prosecution was a "final judgment," and the Court of Appeal (Lord Esher, M.R., Fry and Lopes, L.J.J.) came to the conclusion that it was not; a similar decision we may remark to that of the Supreme Court in *Cauchon v. Langelier* (see *ante* pp. 184-5). Lord Esher, M.R., defines a "final judgment" to be "a judgment obtained in an action by which the question whether there was a pre-existing right of the plaintiff against the defendant, is finally determined in favour of either the plaintiff or defendant." Fry, L.J., without giving any definition of a "final judgment," says, that "nothing can be a final judgment by which there is not a final and conclusive adjudication between the parties of the matters in controversy in the action;" and Lopes, L.J., defines a "final judgment" to be "a final adjudication of the matters in contest in the action between the parties to the action."

VENDOR AND PURCHASER—AGREEMENT FOR PURCHASE OF LEASE—CONSTRUCTIVE NOTICE OF COVENANTS IN LEASE.

In *Reeve v. Burrridge*, 20 Q. B. D. 523, the plaintiff sought to recover from the defendant £100, liquidated damages for breach of a contract of purchase of