

antiquity has been disposed of by getting rid of the absurd practice of taking the evidence of witnesses to prove service at the bar of the house on written questions. The same Committee will now be the tribunal for dealing at once with all questions of a preliminary and formal character, as well as the facts and circumstances upon which the bill of divorce is founded. The orderly conduct of the proceedings has been provided for, and the same rule of evidence which governs in indictable offences is laid down in this matter, with certain necessary exceptions. The applicant for divorce, as well as the party from whom the divorce is sought, may be examined upon oath. In all cases not otherwise provided for, the procedure is to follow the rules and usages of the House of Lords in respect to bills for divorce. As, however, we give the rules in *extenso*, it will not be necessary to refer to them at greater length.

In reading the debates which took place in the Senate in reference to this subject, one can not but remark upon the difficulty of making any satisfactory progress, owing to the views of a number of the senators whose religious opinions are entirely opposed to divorce under any circumstances whatever. This is to be deplored, for it may as well be accepted that marital difficulties will occur as long as the world lasts and there must be a divorce law of some sort, and it is only wisdom to make it as perfect as possible. But whatever may be the result in administration of the reforms in the procedure now inaugurated, there can be no doubt that sound views respecting the purity of the home and the family, and its importance as a factor in the prosperity of any people, have been enunciated, and attention has been drawn to a subject of very great importance, both from a religious, moral and social standpoint.

COMMENTS ON CURRENT ENGLISH DECISIONS.

The *Law Reports* for April comprise 20 Q. B. D. pp. 441-596; 13 P. D. pp. 41-75; and 37 Chy. D. pp. 327-540.

BREACH OF PROMISE OF MARRIAGE—ACTION AGAINST REPRESENTATIVES OF DECEASED PROMISOR—ACTIO PERSONALIS MORITUR CUM PERSONA.

The first case in the Queen's Bench Division to be noted is *Finlay v. Chirney*, 20 Q. B. D. 494, to which we made some reference, *ante* p. 161. This was an action for breach of promise of marriage brought against the personal representatives of the promisor. The pleadings contained no allegation of any special damage, but, by special leave of the Court of Appeal, particulars of alleged special damage were delivered pending the appeal from an order of Field and Wills, J.J., granting a new trial. These particulars were, (1) Amount expended in the purchase of a trousseau; (2) Maintenance of plaintiff from date of promise to the death of the testator; (3) Costs occasioned by the birth of a child, the result of the seduction of the plaintiff by the testator under the promise of marriage in