

the plaintiff ceased work for two months until after the defendants had sued the owner of the soil of the street and obtained a declaration that it was a public highway. The plaintiff claimed damages for the delay so occasioned but Ridley, J., dismissed his action and the Court of Appeal have held that he was right and that there was no warranty to be implied from the contract to the effect that the plaintiff should be at liberty to work on the land without interruption, and consequently defendants were under no liability to indemnify the plaintiffs against the loss caused by the wrongdoer interfering with the plaintiffs' access to the site.

BREACH OF PROMISE OF MARRIAGE—ACTION AGAINST EXECUTOR OF PROMISOR—SPECIAL DAMAGE—BUSINESS GIVEN UP IN CONSIDERATION OF PROMISE TO MARRY—ABATEMENT OF CAUSE OF ACTION—*ACTIO PERSONALIS MORITUR CUM PERSONA*.

*Quirk v. Thomas* (1915) 1 K.B. 798. This was an action for breach of promise of marriage brought against the executor of the promisor. The plaintiff alleged special damage occasioned by her having given up her business in consideration of the promise. The defendant contended that the maxim *actio personalis moritur cum persona* applied, and that the action would not lie; but the fact that special damage was alleged was immaterial because whether the damage was general or special there was only one cause of action, and that abated by the death of the promisor. The jury found special damage which they assessed at £350. Lush, J., who tried the action held that it was not maintainable, and dismissed it, on the ground that the cause of action was personal and did not survive, and he also held that the loss sustained by the plaintiff was not special damage flowing from the breach of the promise of marriage. The loss, in his judgment, was incurred on the faith of the two promises, that is, the mutual promise of the plaintiff and deceased, being fulfilled. The loss of business would still have been suffered even if the promise to marry had been performed.

ATTACHMENT OF DEBT—FEES PAYABLE TO PANEL DOCTOR—PUBLIC POLICY.

*O'Driscoll v. Manchester Insee. Committee* (1915) 1 K.B. 811. Under the National Insurance Acts 1911, 1913, certain doctors in a district placed on a panel for the discharge of certain duties