

## RE SANBORN, AN INSOLVENT.

man finds on reflection that he was not justified in promising a happy home, for he had not the means of fulfilling that promise, or finds, on better acquaintance, that he was mistaken in his estimate of the lady, or that she was mistaken as to him, it certainly is advisable that he should not be held bound to what is more or less wrong. Even in the extreme case of a change of feeling, for no assignable reason but the merest caprice, or because the man has seen somebody else that he likes better, it has to be remembered that in the ceremony of marriage the man promises to love the woman, which, in this supposed case, he does not, and can not do. The woman who sues a man at law for breaking his promise, has to complain that he would not marry her, even when he had ceased to love her, and she, therefore, claims for a husband a man that does not love her, and tells her as much. Such a claim is almost revolting; but it really is the claim that is made in these cases. A lady of delicate feeling would rather die than make it, whether in private, or, still more, with all the glaring publicity of an assize court, amid the scowls and the sneers of an assembled county. When a promise is broken, both parties must feel that a great mistake has been made, and that now the less said or done about it the better. There will be more blame on one side than on the other, and society will award to each their due share. The offender, of whichever sex, does not go unpunished, for the broken word will never be forgotten, and nobody will ever listen to another promise made by such a person, without the reflection that he cannot quite answer for himself, and is not to be entirely relied on. Vacillation, caprice, unsteadiness of principle or feeling, are scarcely less contemptible than formal breach of promise, and any sensible man or woman will beware of those who can not depend on themselves, and, therefore, can not be depended on by others.

The existing state of the law making a promise to marry a legal contract, defeats its purposes by encouraging long engagements and endless delays. We cannot but be sorry to deprive people of one of their amusements. But good taste has put an end to many other amusements not more exceptionable. Cock-fighting, bull-baiting, and the prize ring are things of the past in respectable quarters in this country, and it is quite time that the action for breach of promise of marriage should follow them.—*Central Law Journal.*

## CANADA REPORTS.

## ONTARIO.

INSOLVENCY CASES.  
COUNTY COURT OF MIDDLESEX.

## RE SANBORN, AN INSOLVENT.

*Right of an Insolvent to retain his watch from the Assignee.*

*Held*, that an insolvent has no right to retain a valuable and expensive watch from his assignee on the ground that it is necessary and ordinary wearing apparel. [London.]

This was an application under the 143rd section of the Insolvent Act of 1875 for an order to require the insolvent to deliver up his watch to the assignee.

*Bertram* opposed the application.

*E. Meredith, contra.*

ELLIOTT, Co. J.—The 16th section of the Insolvent Act of 1875 vests in the assignee all the personal property of the insolvent, except such as is exempted from seizure and sale under execution.

By the 2nd section of chapter 66, Revised Statutes of Ontario, the necessary and ordinary wearing apparel of the debtor and his family is exempted from seizure under execution.

The question is, whether the watch of the insolvent, valued at \$150, and which he has been in the habit of wearing on his person, comes under the head of necessary and ordinary wearing apparel. If it does not, then the insolvent has no right to withhold it from the assignee.

I am referred to the definition of the word "apparel" as given in Worcester's Dictionary and elsewhere, from which it appears that this word does not mean clothing alone, but comprises also such ornamental things as are usually worn. It is accordingly contended that a watch being an article which is usually worn on the person, not so much for ornament as for use, must be regarded as an article of necessary and ordinary apparel. This might lead to serious consequences. For instance, a person perceiving that insolvency was likely to overtake him, might invest a large portion of his funds, or indeed in some cases he might readily invest all his probable assets, in the purchase of a costly watch, set with costly jewels, and claim to have it exempted from the control of the assignee, and thus preserve his property from his creditors. Perhaps so gross a case might come within the domain of fraud, and in this way the insolvent might be reached. But it is easy to see how a very large expenditure could be incurred in the purchase of a valuable watch, and secured to the