

parties to pay were not before the Court, the defendants were only entitled to a declaration that they were entitled to any further moneys which should be received by C. in respect of such commission.

CONTRACT TO PROCURE A HUSBAND—ILLEGALITY—MARRIAGE BROKAGE.

*Hermann v. Charlesworth* (1905) 1 K.B. 24. The plaintiff, a mature young lady of thirty-three summers, apparently considering that her manifold attractions were running to waste for want of a suitable partner, applied to the defendant, the editor of a paper, to introduce her to suitable persons in the hope that among some of them she might find the looked-for mate. This the defendant agreed to do on the terms that the plaintiff should pay him as a "special client's" fee £52, of which £47 was to be repaid in nine months, if by that time no husband had been secured. If, on the other hand, a husband should be secured, on the date of the marriage the plaintiff agreed to pay the defendant a further sum of £250. Several gentlemen were introduced to the plaintiff, but no marriage or engagement took place, and the plaintiff having rued her bargain, before the nine months had elapsed brought the action to recover the £52 on the ground that the contract was a marriage brokerage contract, and as such illegal and void. The County Court Judge who tried the case gave effect to this content: but the Divisional Court (Lord Alverstone, C.J., and Kennedy and Ridley, JJ.) reversed the decision, because in their judgment a marriage brokerage contract is a contract to bring about a marriage with a particular person, which this was not, but a contract merely to introduce persons to the plaintiff in the expectation or hope that one among them would desire to become her husband. This not being a marriage brokerage contract was not illegal; and although the plaintiff would at the expiration of the nine months have been entitled to recover the £47, she could not do so in the present action, because it was brought prematurely.

ATTACHMENT—DISOBEDIENCE OF ORDER—PERSONAL SERVICE—EVASION OF SERVICE.

In *Kistler v. Tettmar* (1905) 1 K.B. 39 the plaintiff had recovered judgment against the defendant, who was a married woman, and had attained an order for her examination as to her means of satisfying the debt, etc. An attempt was made to serve the order personally, but the defendant refused to be seen, whereupon a copy of the order was delivered to her husband together with the conduct money. The defendant having made