A COMPARATIVE STUDY OF THE SPANISH AND AMERICAN LAW ON BREACH OF PROMISE TO MARRY

By VICENTE M. CORREA *

INTRODUCTION

Under the Roman Law, the action for breach of promise was not known, because it was considered *contra bonos mores.* In no case can a stipulation fixing beforehand the sum to be paid as penalty be enforced in the event that the promise made is not performed. The promisor, however, can be forced to return any gift received by way of earnest. The greatest penalty suffered by him, however, is the infamy and the humiliation of such conduct and proceeding.[1]

In France, the reciprocal promise to marry produces a mutual obligation to contract a marriage. But specific performance can not be constrained by either ecclesiastical or lay tribunals in the event that one of the two fiances refuses to accomplish the promise. When, however, such a relation should exist between the parties after having made the promise, the obligation resolves itself into damages, upon which a civil tribunal alone can take a hand. Damages are assessed taking into consideration nothing but the actual injury which either party has sustained, and not the advantage which she has lost.[1a]

In the case of Morgan v. Yarborough,[2] the court intimated that formerly in England, it would seem that the contract could be enforced in the spiritual court; and it is well settled under the common law, that an action will lie for the violation of such an executory contract *per verba de futuro,* for the temporal loss of the party. This is true even though the party had a remedy in the spiritual court. Under that system, the man also has his action of damages for the breach of promise. By the custom of Scotland, all promises of marriage, whether private or more solemn, contained in written contracts, may in general be relied upon. This custom proceeds from a close adherence to the rule *matrimonia debent esse libera,* and from the consideration of the fatal consequences which often attend forced marriages.[3]

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* LL.B., University of the Philippines.

[1] Corpus Juris, Vol. 9, page 335.

[1a] Corpus Juris, Vol. 9, page 322.

[2] 5 La. Ann. 316, 321.

[3] Wightman v. Coates, 15 Mass. 5, 6.

In Germany promises of marriage made with certain formalities are actionable; but it seems the modern laws, having regard to the tenderness of the marriage ties and the injustice of constraint, have, in many places there taken away the means of enforcing by action a promise to marry. One who has been guilty of breach of promise to marry is, however, obliged not only to compensate the injured one, as well as the latter's parents and third parties, who have acted in *loco parentis*, for expenses or obligation incurred in expectation of the marriage, but also to pay the injured on the loss resulting from measures respecting his property or occupation taken in expectation of the marriage. The compensation is only to be awarded in so far as the expenses, obligation and measures were reasonable under the circumstances. If the woman permitted the man to have carnal intercourse, and he breaks the engagement thru no fault of hers, she is entitled to additional damages.[4]

By the Frederician Code, compiled for the state of his Majesty, the King of Prussia, a promise to marry might be enforced by imprisonment and a very heavy fine. By the Code of Ferdinand for the Kingdom of the two Sicilies, promise of marriage produces no civil obligation, unless made before an officer of state in the manner prescribed, in which case an action may be maintained for the recovery of damages in case of non-performance.[5]

What then is the early history of the Spanish law on the subject of breach of promise to marry? Under the *Partidas*, the ecclesiastical tribunals would take cognizance of a breach of promise and punish the party until he consented to fulfill the promise. (*Ca los que prometen que casaran uno con otro, tenudos son de lo cumplir; fueras ende si alguno delos pusiesse ante si escusacion alguna derecha, a tal que decriesse valer. E si tal escusa non oniesse, puedenlo apremiar, per sentencia, di Santa Eglesia, fasta que lo compla.*)[6]

The same theory was expressed by Judge Lobingier in the case of Claparols v. De Castro.[7] In that case, he said: "The early law on this subject was substantially the same both in Spain and in England, the power to decree the specific performance of the marriage contract existed and was exercised. But the notion of compelling parties to enter into and maintain so

[4] Wightman v. Coates, 15 Mass. 5, 6.

[5] Eichholz, The New Civil Code of Germany, 35 Am. Law Review. 202.

[6] Partida, Vol. 4, Title 1, Law vii.

sacred and delicate a relation as that of matrimony was repugnant to the growing sense of refinement which came with advancing civilization. Article 44 of the Civil Code merely requires the defaulting party to indemnify the other party for the expenses incurred by reason of the promise. But as expounded by the learned Spanish commentator Manresa, in a passage quoted by the court, "the law does not speak of damages, and for that reason it does not authorize the wronged to seek indemnity." "It seems clear, therefore," concludes Judge Lobingier, "that there has been no legislation, actual or judicial, under the Spanish system which authorizes expressly or by implication an action for general damages for the breach of a promise of marriage."

From this brief exposition of the law on breach of promise to marry prevailing in different countries, we can readily see that an action for damages for breach committed arises. But whether actual or nominal, the doctrines are not the same. But in no country, however, can an action to compel the party who committed the breach be maintained. This, naturally, can be the only prevailing tendency of modern legislation, because of the fact that the state can not force two persons to be united in wedlock who have no personal liking for each other. A contrary policy of a state will only lead to a frequent breakage of the home, which the state must prevent from being undermined by unwise legislation.

CHAPTER I

DEFINITION AND NATURE

Breach defined[7]:—According to Webster's International Dictionary, breach is the breaking or infraction of the law, or of any obligation or tie; it is the breaking of an amicable relation; a violation of one's plighted words.

Promise defined:—Promise is a declaration which gives to the person to whom it is made a right to expect or to claim the performance or forbearance of a specified act; any engagement by one person to another.

To marry defined:—To marry is to enter into the conjugal or connubial state; to take a husband or a wife.

Breach of promise to marry, therefore, is a breaking or infraction or violation or repudiation of a declaration which gives to the person to whom it is made the right to expect or to

[7] 43 American Law Review 729.

claim the performance of the plighted words of the other to take the other for his wife or for her husband as the case may be.

In short, a breach of a contract to marry occurs when there is a failure to perform according to the terms of the agreement or when one party repudiates his or her promise and disavows an intention to marry the other.

Nature:—An agreement to marry is essentially different from every other contract known to law. It is different in the sense that it can be entered exclusively by a man and a woman. Its object is totally unlike and the purposes to be accomplished being very different from any other contract which can be entered into. The relation it has in view is wholly distinct from the relation which other contract could contemplate. This agreement has for its origin natural law. It has for its basis the most valuable considerations.[8]

CHAPTER II

DISTINCTIONS

An agreement to marry does not differ from any ordinary contract with regards to its requisites and performance. The ultimate aim, however, of an agreement to marry is the union of two souls, the procreation of off-springs, and the upbuilding of the foundation of society. It is governed in general by the ordinary law on contracts, altho it has some peculiarities of its own. It is an executory contract.

How is the promise to marry differentiated from a contract of marriage? While the latter is an executed contract, the former is an executory contract. A marriage contract is in itself a legal relation governed by the provisions of law regarding marriage while a mere promise, as previously observed, is governed by the laws governing ordinary contract.

This distinction is well made in the case of Morgan v. Yarborough.[9] The court in that case held that "it is not necessary, for the validity of such a promise that it should be in writing. The Code prescribes that every matrimonial agreement must be made by an act before a notary and two witnesses, and that the practice of marriage agreement under private signature is abrogated. We consider this as applying not to promise of marriage,

[8] Corpus Juris, Vol. 9, page 320.
[9] 5 La. Ann. 316.

but what is called, in common parlance, a marriage contract; a contract by which the future husband and wife regulate their conjugal association, in relation to property. The promise of marriage is left, we conceive, as to the matter of form and proof, upon the footing of an ordinary agreement. Such was the case in Roman Law. In France, says Merlin, promises of marriage differ from marriage in this: that they may be made in the form common to all synallagmatic contracts; while the marriage can only be contracted in the presence of the proper public offers".

It is, therefore, an established doctrine that a promise of marriage should be governed by laws governing an ordinary contract altho it has some peculiarities of its own.

CHAPTER III

ESSENTIAL REQUISITES

I have just shown in the second chapter of this work that a promise of marriage does not differ from any ordinary agree ment as to matter of form and proof. In order, therefore, that a party who deems himself or herself aggrieved may maintain an action for breach of promise to marry, the following requisites must exist: First, capacity of the contracting parties; Second, consent of the parties; and Third, a lawful and valid consideration.

Capacity of the Contracting Parties:—In order to be bound by a promise to marry the person making it must be capable of making a valid contract; and it has been considered that such person must be capable of entering into a valid, and perhaps even a legal marriage. According to our Civil Code, consent can not be given by the following persons: (1) Minors who are not emancipated; (2) Lunatics or insane persons, and deaf-mutes who do not know how to write; and (3) Married women, in the cases provided for by law [10] while this article is primarily intended to govern ordinary contracts, yet I see no reason why it should not be applied to contract to marry, for as I have said above, a promise of marriage must be governed as to form by the laws governing ordinary agreements.

Can minors who are not emancipated make a valid and binding promise to marry? Under our law, any male of the age of sixteen years or upwards, and any female of the age of fourteen years or upwards, not included in any of the exceptions

[10] Article 1263.

mentioned in sections twenty-eight and twenty-nine of this Act, may contract marriage.[11] While there is no decision made by our court on the question whether a male of the age of sixteen years or upwards, or any female of the age of fourteen years or upwards, can be bound by their promises to marry, I am of the opinion that since a marriage consummated between a boy over fourteen years and a girl over twelve years (now 16 years and 14 years) even without parental consent can not be annulled,[12] a boy and a girl between those ages can be bound by their promise to marry. And I am also of the opinion that a promise made by a boy and a girl above seven years of age but below 16 and 14 years respectively is not void ab initio but merely voidable.

The doctrine laid down by American courts is to the effect that "while it has been said that the capacity of infants to enter into a contract to marry is far less restricted as to age than their capacity to enter into any other agreement, it is nevertheless true that a contract to marry, entered into by an infant, is, like his other contract, voidable at his election, even though at the time of making the promise to marry, the infant had attained such age that an actual marriage entered into by him or by her would have been legal. From this it necessarily follows that the infancy of the promisor, at the time when the promise to marry was made, is a complete defense to an action for the breach. But as a contract made during infancy may be ratified by the infant party, and is binding on the adult party, unless avoided by the infant the infancy of the promisee at the time when the promise was made furnishes no defense whatever against an action for a breach."[13]

The opinion I have just stated above is, therefore, not in conformity to that established by the decision made by American courts. I do believe that any opinion contrary to that I have made is preposterous because of the fact that if a boy can be bound by a more serious agreement, why can he be not held answerable for a lesser liability? The law can not and does not establish any discrimination. To pay for actual damages incurred by the promisee is better than to compel a boy to live with a girl he does not love.

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[11] Act No. 3613, Section 2.

[12] Aguilar v. Lazaro, 4 Phil. 735.

[13] Corpus Juris, Vol. 9, page 325.

I said previously that a promise made by a boy below sixteen and by a girl below fourteen years old is voidable at the option of the infant party to the promise. I believe that this must be the law in our jurisdiction because of the fact that our marriage law allows a party below the age established in section two of Act No. 3613 and to have the marriage annulled unless, after attaining such age, such party freely cohabited with the other and both lived together as husband and wife.[14] It would not be logical to hold that a party to a promise who is below the age provided for by law as stated in section two of the abovementioned act can not avoid his promise when the law even grants that privilege to an infant who have made a contract of marriage.

I also believe that lunatics or insane persons, and deafmutes who do not know how to write can not be bound by his or her promise to marry. This must be the rule under our law for even under our new marriage law, the fact either party was of unsound mind at the time of the marriage is a sufficient and valid ground for a party to ask for the annulment of the marriage contract. Reasoning by analogy, insanity can be a good and valid defense in an action for breach of a promise to marry. This theory is in consonance with the policy of the state not to hold a person liable for acts, even criminal which were committed when such person is devoid of the free an clear exercise of mental faculty.

Under the American law, a promise to marry, made by one who, by reason of insanity, is incapable of making a valid contract, is absolutely void.

Can a married man or woman be sued for damages for disavowing a promise to marry the other? The law in the Philippines is silent on this point. But the rule I do believe should be that should the man be known to a woman to be married, and in spite of such a notorious knowledge of the status of the man, she allows herself to be duped, she can not successfully maintain an action for damages for breach of a marriage promise. But if an innocent girl who, not knowing the man to be married, and take him for his word, an action for damages for breach of promise to marry will lie. This must be the rule for it would be a dangerous policy to maintain a contrary view because of the fact that many an innocent girl would be made to suffer without granting her due compensation when in truth and in

[14] Act 3613, Section 29.

fact she suffers actual damages due mainly to the idiosyncracies of man. And to allow a girl damages in spite of a well knowledge that the man is married is to tolerate the existence of "gold diggers" and immorality.

Under the American law, the rule is that where the contract is impossible of performance because of the disability of one party, which was unknown to the other party at the time when the contract was entered into, the latter is entitled to sue for breach immediately on discovering the fact.

In Texas, the prevailing doctrine is that a promisor, in a breach of promise to marry, who was already married at the time of making the promise is no defense, where that fact was unknown to the promisee.[15]

What is the effect of a promise made by a person so related to the promisor that a marriage between them would be unlawful? To answer this question comprehensively, it would be better to know what marriage are incestuous and void from their performance due to the relationship of the parties to the promise. Section 28 of Act 3613 provides that "marriage between the following are incestuous and void from their performance, whether the relationship between the parties be legitimate or illegitimate: (1) Between ascendants and descendants of any degree; (2) Between brothers and sisters, including half-sisters; (3) Between uncles and nieces and aunts and nephews by consanguinity up to the third civil degree". While marriages between the following shall also be considered void: (a) Between step-fathers and step-daughters and step-mothers and step-sons; (b) Between the adopting father or mother and the adopted; between the latter and the surviving spouse of the former, and between the former and the surviving spouse of the latter; (c) Between the legitimate children of the adopter and the adopted. It is very clear from the above quoted provision of our law that in one case can marriage be contracted between the above mentioned persons and therefore, we can logically and safely conclude that in no case can a relative within the degree prohibted by law be held bound by a promise made by her or by him to the other. This rule I think is absolute as no evidence can be permitted to be introduced tending to establish that she or he did not know that there was blood relation between the parties to the promise. A contrary rule is fraught with dangers because of the fact that it is easy to say and to prove "I do not know".

[15] Ferguson v. Jackson, 28 S. W. 66.

Under the American law, a promise to marry a person so closely related to the promisor that a marriage between them would be unlawful under the law of the domicile of the parties, is invalid, and no recovery can be had for a breach thereof; but when marriage between persons bearing a certain relationship is sanctioned by law such relationship is of course no defense to an action for breach of promise.

The same theory is held in the case of Miskell v. Murray.[16] In that case the court held that a promise of marriage by a man who is married to another and known to be so by the parties, is unlawful and can not be recognized in a court of justice.

According to paragraph 1, Section 9 of Act No. 2710, the decree of divorce shall dissolve the community of property as soon as such decree becomes final, but shall not dissolve the bonds of matrimony until one year thereafter. From this, we can infer that either spouse shall not be free to marry again until the dissolution of the bonds of matrimony after one year that the decree of divorce shall have been granted. And a promise made by a man within that period of time has no binding effect. The same doctrine has been laid down in the State of Iowa in the case of Morgan v. Muench.[17] In that case the court held that a marriage promise made by a man before the bonds of former union had been dissolved is invalid.

Consent of the Parties:—Article 1262 of the Civil Code provides that "consent is shown by the concurrence of offer and acceptance with respect to the thing and the consideration which are to constitute the contract".

The court in the case of Sayco v. Serna [18] held that for the acceptance of an offer to become a perfect contract, it must be plain, unconditional and without any reservation whatsoever, otherwise the offer made by one is not deemed accepted and can not be the basis of a valid action for damages. But acceptance need not be expressed; it may be implied from the conduct of the party giving the acceptance.

The same doctrine is prevailing in the United States. Under the American law, in order to constitute a valid contract to marry, the promise must be mutual and there must be meeting of the minds of the contracting parties arrived at thru the medium of an offer on the one hand and an acceptance on the

[16] 204 Ill. App. 567.
[17] 156 N. W. 819; 181 Iowa 719.
[18] 44 Phil. 326.

other. However, a mere statement of intention to marry, made to third persons, is not bindng offer or promise, but in order to have this effect the offer must be made to the other party. The offer, however, need not be made personally, but may be made thru a friend or agent authorized for the purpose. Neither is the use of any formal language necessary, but it is sufficient if both parties understood that an offer of marriage was intended. While the acceptance of the offer of marriage must of course be made known to the party by whom the offer was made, it need not be in express words, but may be inferred from the promisee's conduct and behavior or may be communicated thru a friend or agent authorized for the purpose.

It was held by the court in the case of Guild v. Eastern Trust and Banking Company, 131 A. 13, 122 Me. 514, that any contract, like one to marry, which need not be in writing, may be complete without words, as implied from the circumstances; a contract requires a meeting of the minds, not words, a mental, not vocal, accord.

Where the defendant's act induced the plaintiff to believe that they were engaged and the plaintiff acted thereon, and the defendant, knowing that the plaintiff was acting thereon, continued thereafter to act so as to induce such belief, he could not deny an existence of the engagement. No particular words are necessary to give rise to a contract to marry; it is sufficient that the minds of the parties have met, and that the engagement to marry is mutually agreed on.[19]

Within what period of time must consent be given? I do believe that the Spanish and American law on the subject are the same. And while an offer of marriage maybe withdrawn at anytime before acceptance, in the absence of any withdrawal it remains open for acceptance for a reasonable time; and, on the other hand, it must be accepted within a reasonable time in order to make a contract binding on the offerer. In the case of Goldstein v. Sachs the court held that when no time is fixed by the parties, the marriage is to be performed within a reasonable time, and where no place is fixed, the home of the bride is prima facie, by the custom of society, the place for the marriage.[20] In determining the reasonable time, the age and situation of the

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[19] Stamm v. Wood, 168 P. 69; 86 Ore. 174.

[20] 114 A. 593; 138 Md. 503; 15 A. L. R. 1298.

parties and the pecuniary ability of the man to support a family must be taken into consideration.[21]

Consideration:—What must be the consideration in order to make a promise to marry be binding upon the promisor? Article 1275 of the Civil Code provides that "contracts without consideration or with an illicit consideration produce no effect whatsoever. A consideration is illicit when it is contrary to law or morals".

The Supreme Court of the Philippines held that a promise of marriage, based upon a carnal relation, as founded upon an unlawful consideration, no action can be maintained by the woman against the man therefor. And an action for damages can not be maintained under Article 1902 of the Civil Code where the party claiming damages voluntarily consented thereto.[22]

American law on this subject does not differ from that maintained by the Spanish jurisprudence. For while a promise to marry must be based on a consideration, the promise of such party is the usual and a sufficient, consideration for the promise of the other. A promise to marry may, however, be supported by some other consideration in which case the contract is invalid if the sole consideration is immoral or against public policy, altho if, in addition to such a consideration, there was some other consideration free from the taint of illegality or immorality, the latter will be sufficient to uphold the promise.

The prevailing doctrine in Michigan is that laid down in the case of Gagus v. Haeft.[23] In this case, the court held that if the plaintiff submitted herself to sexual embraces of the defendant solely in consideration of his promise to marry her if she became pregnant, such a consideration would clearly be immoral, and defendant's promise based thereon would be void.

American courts also hold that the mere fact that there has been unlawful sexual intercourse between the parties either before or after the promise does not invalidate a promise not made in consideration of such intercourse. Then, although there is a promise of sexual intercourse between the parties, a mutual promise to marry, entirely separate and distinct therefrom, will be upheld, and where a promise in consideration of sexual intercourse is followed by others not based on such unlawful immoral

[21] 122 A. 219; 278 P. 149.

[22] Batarra v. Marcos, 7 Phil. 156; Tengco v. Sanz, 11 Phil. 163; Inson v. Belzunce, 32 Phil. 342.

[23] 164 N. W. 400, 189 Mich. 263.

consideration, the latter are sufficient to make a valid contract and to sustain a recovery for a breach. So also, where defendant promised a woman that in any event he would marry her and that he would marry her at once if she becomes pregnant was a result of unlawful sexual intercourse between them, the promise to marry was upheld.

The same doctrine was laid down in the case of Weldge v. Jenkins.[24] The court, in that case, held that where a valid marriage contract is entered into prior to sexual intercourse, and such intercourse was not the sole consideration therefore, the marriage contract is not void on account of an immoral consideration.

In what form must the promise be made? Section 335 of the Code of Civil Procedure provides that "in the following cases an agreement hereafter made shall be unenforceable by action unless the same, or some note or memorandum thereof, be in writing, and subscribed by the party charged, or by his agent; evidence, therefore, of the agreement can not be received without the writing or secondary evidence of its contents: (3) An agreement made upon the consideration of marriage, other than a mutual promise to marry". The law quoted above is of Anglo-American origin. And therefore, it must be interpreted in the light of American decisions. According to that jurisprudence, a promise to marry is not a contract or agreement made in consideration of marriage within the meaning of the statute of frauds, and hence it is not necessary that the contract should be in writing, unless it is not to be performed within one year from the time, at which it was made, in which case a writing is considered necessary in some jurisdiction, altho in others a contrary view prevails. This doctrine laid down by American courts is just what our law provides. The provision of the above-quoted article provides that "an agreement that by its term is not to be performed within a year from the making thereof shall be unenforceable by action unless the same, or some note or memorandum thereof, be in writing, and subscribed by the party charged, or by his agent".

However, when the promise to marry is only a part of an entire contract which includes a promise in relation to property and settlements, the contract is indivisible, and no action can be brought on any part of it unless it is in writing.

[24] 195 S. W. 272.

CHAPTER IV

EFFECTS OF DURESS, FRAUD, RELEASE AND RENEWAL

Effect of Duress:—Section 30 of the New Marriage Law provides that "a marriage may be annulled for any of the following causes, existing at the time of the marriage: (a) that the consent of either party was obtained by force, unless, the violence having disappeared, such party afterwards freely cohabited with the other as her husband or his wife, as the case maybe". While this portion of the law applies to the annulment of a marriage obtained by force, yet I also believe that the same rule applies to a promise made by another to marry. Therefore, if a man is forced by a woman to promise to her to marry her, such a promise made under duress can not be a ground for the recovery of damages.

Under the American law, a promise to marry extorted thru the use of duress is not binding on the party on whom such duress was used, but a promise fully made is not nullified by another made under duress.[25]

Under our Civil Code, consent given by reason of * * * violence, intimidation, or * * * shall be void.[26] The same code provides that violence exists when, in order to exact consent, irresistible force is used. Intimidation exists when one of the contracting parties is inspired with a reasonable and well grounded fear of suffering an imminent and serious injury to his person or property, or to the person or property of his spouse, descendants or ascendant. In order to determine the extent of the intimidation, the age, sex, and condition of the person must be considered. * * *" [27] American law on this point is also to the same effect.

Effect of Fraud or Concealment:—Article 1265 of the Civil Code provides that "Consent given by reason of error, * * * or deceit shall be void". While Article 1266 of the same code provides that "an error with respect to the person shall invalidate a contract only when the consideration of the person was the principal cause of the contract". Thus where A represents B as a very beautiful girl and C, a lower of beauty, acting on the representation of A, promise to marry B thru, C can not be bound in the event that B turns out to be ugly and homely.

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[25] McCrum v. Hildebrand, 85 Ind. 204.

[26] Article 1265, Civil Code.

[27] Article 1267, Civil Code.

The same principle is upheld in American courts. "Fraud in inducing a promise of marriage, or fraudulent concealment of facts which if known would prevent the making of such a promise, will invalidate the promise to the extent of relieving the party on whom such fraud or concealment was practiced from any liability thereon; but the party who practiced the fraud and deception can not take advantage thereof to avoid the binding effect of his or her own promise.[28]

Deceit under the Spanish law, exists when by means of insidious words, or machinations made use of by one of the contracting parties, the other is induced to enter into a contract which without them he would not have made.[29] The court of the Philippine Islands held that in order that fraud may vitiate consent, it must be the causal not only the incidental inducement to the making of the contract, and based upon a fact anterior and not subsequent to the making of the contract.[30] The Supreme Court further held that the "innocent nondisclosure of a fact does not necessarily affect the formation of a contract or operate to discharge the parties from their agreement.[31]

American courts hold to the same effect. More silence on the part of the plaintiff in the absence of any inquiry on the part of the defendant is not such fraud as will vitiate the contract but a partial and fragmentary disclosure, accompanied by the willful concealment of material and qualifying facts, is as much a fraud as actual misrepresentation and is in effect a misrepresentation.

Effect of Release or Recision:—A contract to marry may, like other contracts, be abrogated, rescinded, or released by mutual agreement or, where sufficient grounds exist, by one party without the consent of the other, and such recision or release is of course a good defense for an action for breach of the promise.

A release need not be express and may be inferred from the acts and statements of a party, but a mere consent to a postponement of the marriage does not show a release. Neither, when one party seeks to break the engagements, does the act of the other in returning letters received, or the engagement ring, necessarily amount to a release of the right of action for breach of

[28] Edmunds v. Hughes, 115 Ky. 561.

[29] Article 1269, Civil Code.

[30] Hill v. Veloso, 31 Phil. 150; Eguaras v. Great Eastern Assurance Company, 33 Phil. 263.

[31] Tuason v. Marquez, 45 Phil. 381.

the promise, altho such return is a fact to be considered as bearing on the question whether there was a release.

Effect of Renewal:—If the parties release each other from the performance of the contract, and subsequently enter into the performance of the same contract, it is the new contract which subsists between them; the old one is as effectually discharged and abrogated as if the new one had not been entered into.

CHAPTER V

TIME OF PERFORMANCE

Article 1258 of the Civil Code provides that "contracts are perfected by mere consent, and from that time the parties are bound". While article 1125 of the same code provides that "obligations for the performance of which a day certain has been fixed shall be demandable only when the day arrives". "If the obligation does not specify a term, but it is to be inferred from its nature and circumstances that it was intended to grant the debtor time for its performance, the period of the term shall be fixed by the court. The court shall also fix the duration of the term when it has been left to the will of the debtor".[32] I do believe that the same rule will govern in order to determine the time within which a promisor will be obligated to marry the promisee in a promise to marry. So that when no definite time is fixed the time for its performance if it is to be inferred from its nature and circumstances that it has been left to the will of the promisor time or when it was intended to grant the promisor time. If the parties, however, should fix the conditions within which the performance of the obligation should being, the acquisition of rights * * * shall depend upon the event constituting the condition." [33]

Under American law the rule is "while the promise may of course be to marry at a fixed time, it is not necessary to the validity of the contract that any specific time for performance be agreed upon, as the law will imply, where no time is fixed by the parties, that the contract is to be performed within a reasonable time on request. And in determining what is a reasonable time, the age of the parties, their financial condition, and the circumstances generally of each particular case are to be considered.

[32] Article 1125, Civil Code.
[33] Article 1114, Civil Code.

Almost all states of the American Union hold to the same doctrine. In the case of Wilson's Administration v. Nolen,[34] the court held that a general agreement to marry with no time fixed in an agreement to marry within a reasonable time. The same holding was made by the court in the case of Goldstein v. Sachs.[35] In that case the court held that when no time is fixed by the parties, the marriage is to be performed within a reasonable time. While the Supreme Court of Pennsylvania holds that "where in a promise to marry, no time of performance is fixed, a reasonable time is implied, considering the age and situation of the parties and the pecuniary ability of the man to support a family.[36]

CHAPTER VI

ACTION FOR BREACH OF PROMISE

Condition Precedent:—A breach of a contract to marry occurs when there is a failure to perform according to the terms of the agreement, or when one party repudiates his or her promise and disavows an intention to marry the other, even though the time agreed on for the marriage has not yet arrived, notwithstanding the fact that a good and sufficient reason for a postponement of the marriage exists. According to the Civil Code "obligations arising from contract shall have the force of law between the contracting parties and must be performed in accordance with their stipulation." [37] The same code further provides that "every obligation, the performance of which should not depend upon a future or uncertain event or upon a past event unknown to the parties in interest, shall be immediately demandable".[38] While Article 1114 of the same code provides that "in conditional obligations, the acquisition of rights as well as the extinction or loss of those already acquired, shall depend upon the event constituting the condition". In order that breach of a promise can take place, the plaintiff must have made a demand from the defendant as a condition precedent to the bringing of an action for the breach of a promise to marry. Until and unless that demand is made on the other party to the promise, an action will not lie against the promisor.

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[34] 255 S. W. 267, 200 Ky. 609, 34 A. L. A. 80.

[35] 114 A. 593, 138 Md. 503, 15 A. L. R. 1298.

[36] Barton v. Saylor, 122 A. 219, 278 Pa. 149.

[37] Article 1091, Civil Code.

[38] Article 1113, Civil Code.

I do believe that American courts' decisions maintain the same doctrine on this point as the Spanish law. In the case of Crossett v. Brackett[39] the court held that a contract to marry continues in force until abandoned by agreement of the parties or until disavowed by one of them, and is not breached until a demand for performance is made. However, where a man promises to marry one woman, and subsequently marries another, such act in itself constitutes a breach of his promise to marry the first.[40] And where one tells that he will never marry her, her right of action for breach of promise accrues immediately, altho before the wedding day set.[41]

Time to Sue and Limitation:—An action may be brought as soon as there is a breach of the promise, and must be brought within the period fixed by the statute of limitations, which begins to run from the time of the breach and not from the time of the making of the promise. For the proper understanding of the law on the subject, the provision of the Code of Civil Procedure of the Philippines must be interpreted in the light of American decisions because Act No. 190 is of American origin. Section 43 of the said act provides that civil action other than for the recovery of real property can only be brought within the following periods after the right of action accrues: (1) Within ten years: An action upon an agreement, contract, or promise in writing, * * * (2) Within six years: An action upon a contract not in writing, whether such a contract is express or implied * * *" I am of the opinion that in case the promise is made in writing, the action must be brought within ten years but in case the promise is not in writing, whether express or implied, the action must be brought within six years from the time that breach occur and not from the time that the promise is made. The case of Spencer v. Carter,[42] went further. The court in that case held that on absolute renunciation of contract to marry by the promisor, plaintiff need not await until the time for performance has arrived before suit, but may treat contract as broken, and sue at once. It is also held that it is not the right to demand performance, nor even a demand, which creates the right to sue for breach of marriage promise, but the refusal to

[39] 105 A. 5, 79 N. H. 102.

[40] Dyer v. Lalor, 109 A. 30, 94 Vt. 103.

[41] Johnson v. Blomdahl, 156 P. 561, 90 Wash. 625.

[42] 125 S. E. 883, 33 Ga. App. 279.

employ with the demand, or a disavowal, and limitation does not run until such refusal or disavowal.[43]

Possible Defenses:—A defense to an action for breach of promise to marry may of course be predicated on a lack of capacity of one or both of the contracting parties, or on the contention that, for some reason or another, there never was any valid contract or that a contract, valid in its inception, has been released or rescinded. During my discussion of the essential requisites of a valid promise to marry in the previous chapter of this work, these probable defenses have been discussed at length and it would be superflous to repeat them here.

I think that under the Spanish law the following defenses are valid and effective in the event that an action is brought for the recovery of damages for a breach of promise to marry. The defendant can allege as a defense that he is the ascendant or descendant of the plaintiff or that he is the uncle or nephew by consanguinity up to the third civil degree of the plaintiff. He may also allege that he is the stepfather or stepson of the plaintiff, or that he is the legitimate child of the adopter or the adopter of the plaintiff, or that he is the legitimate spouse of the adopter or of the adopted, or that he is the adopting father of the father of the plaintiff or vice-versa—that the defendant is the child of the adopted child of the plaintiff.

The defendant may also allege as a defense that the plaintiff is a married woman and that at the time she made the promise it was known to him and that such a marriage has not been subsequently annulled.

He may also allege that the plaintiff was, at the time of the making of the promise to marry her, was physically incapable of entering into the married state, and such incapability continues and appears to be incurable. Under the Spanish Civil Code any person who, prior to the celebration of the marriage, was physically impotent, either absolutely or relatively, for the purpose of procreation, if such impotence be manifest, permanent and incurrable. Since the policy of the law is to prevent the bringing up of invalid and helpless citizens, I am of the opinion that a promisor can allege as a defense that the plaintiff is impotent and that such impotency is permanent and incurable.

He can not, however, allege that at the time of the making of the promise, he was a person in sacris because at present

[43] Crossett v. Brackett, 105 A. 5, 79 N. T. 102.

there are nc longer other impediments to marriage than those provided for in Act No. 3413 and a priest in sacris may now contract a valid marriage.[44] Under the provision of the Civil Code, any person ordained in sacris or any member of a canonically approved religious order bound by a solemn pledge of chastity, unless such person shall have obtained the proper canonical dispensation, can not contract marriage, and as I previously maintained, a person who can not contract marriage can not be validly bound by a promise to marry. This provision of the Spanish Civil Code, is, however, no longer enforced in the Philippines as can be inferred from the above quoted decision in the case of In re Estate of Enriquez.

Under the American law, the valid defenses of the defendant are varied and numerous. As a general rule, however, a defense to an action for breach of promise to marry can not be based on the undesirable traits of character, or on objectionable characteristic or conduct of plaintiff, such as plaintiff's habit of drinking to excess; plaintiff's insanity and consequent confinement in an asylum before the engagement; plaintiff's lack of affection for defendant, her mercenary motives in desiring the marriage, and the fact that she had negro blood in her veins, where the latter is not a legal impediment to the marriage; plaintiff's immodest or indecent conduct before the engagement not amounting to actual unchastity, or her previous close and familiar acquaintance with men other than the defendant where there is no imputation on her virtue and honor; the fact that plaintiff obtained money on false representations, or was guilty of profane cursing and swearing, and of threats against defendant's family, there being no evidence that he was informed thereof, or refused to marry plaintiff on that account; or the fact that plaintiff's brother kept a house of ill fame. It may, however, be otherwise if the plaintiff has been guilty of a fraudulent concealment of the facts.

Can unchastity be a proper defense? No law or decision has answered this question in Spanish law. Under the American law, it is a complete defense to an action for breach of promise to marry that plaintiff was unchaste at or prior to the time of the engagement which fact was unknown to defendant at the time of making the promise and prior to the breach, provided that the breach was because of such unchastity, and the defendant acted promptly in repudiating the promise and terminating

[44] Intestate Estate of Enriquez & Reyes, 29 Phil. 167.

the engagement on learning the fact. Even if the plaintiff has reformed herself subsequently it does not bar the defense of unchastity at or prior to the time of the engagement. However, if the woman's immoral conduct was connived at by the man, or if, knowing her to be a loose and immodest woman, he entered into an engagement of marriage with her, she is not precluded from recovering for a breach on his part. In the case of Watson v. Bean, 270, S. W. 801, 208 Ky. 295, the court held that plaintiff's immorality is not an absolute defense unless defendant at the time of the promise was unaware of it. If the plaintiff was unchaste with other men, or with another man prior to or during any engagement of marriage with the defendant, it is a bar to her suit for breach of a marriage promise, unless at the time he made or renewed his promise he knew or had been informed of her unchastity.[45]

Disease or physical disability rendering it unsafe or improper to marry, and which has developed in either party to the contract without intervening fault on his or her part, between the date of the contract and the date appointed for the marriage, entitled either party to the postponement of the marriage until a cure is effected, and, if such disease or disability is of a permanent character, to refuse to carry out the contract. So also disease or disability existing prior to the making of the promise furnishes a good excuse for refusal to perform, where the party so refusing was ignorant of its existence at the time of making the promise, or believed at such time that a cure had been effected, whereas the disease has subsequently reappeared. Where, however, defendant knew, or ought to have known, of such disease or disability at the time of the promise, it is ordinarily a defense, altho it has been held that a good defense may be predicated on a structural mal-information of which plaintiff informed defendant at the time of the promise, where the plaintiff agreed to have the same remedied, but failed to do so before the time fixed for the marriage. Ill health of plaintiff does not furnish an adequate defense, where it is shown that she was completely cured and was well and strong prior to the defendant's breach.

In the case of In re Oldfield's Estate,[46] the court held that where performance of marriage duty by a man is rendered impossible by disease he may repudiate contract to marry without

[45] Garmong v. Henderson, 99 A. 177, 115 Me. 422.
[46] 156 N. W. 977.

liability. The court further said that one contracting loathsome disease which may be communicated to spouse and offspring, after agreeing to marry may refuse; but to repudiate marriage contract on the ground that consummation will endanger life and health of party fatally sick requires reasonable certainty of such result; possible contingency not being enough. And where after agreement to marry one contracts fatal disease which will cause death in a few months he may repudiate, and estate will not be liable.

Defendant's breach of his agreement to marry plaintiff was not excused by reason of his affliction of cancer of the lip which was readily curable when first discovered, and not a communicable or hereditary disease, in the absence of testimony that his condition would be aggravated or that his death would be hastened by consummation of the marriage, but could be considered by the jury upon the question of postponement of marriage and in mitigation of damages.[47]

In the case of Thorn v. Tetrick,[48] the Supreme Court of West Virginia held that where, after an original promise of marriage and frequent sexual intercourses indulged, the parties agree, because of objection to the marriage by the mother of the defendant, to suspend the relationship for a time, but to be afterwards resumed and the marriage consummated, and it is resumed and the promise of marriage renewed, and the plaintiff introduced by the defendant, such former relationship of the plaintiff with the defendant will not deny her the right of recovery for damages sustained on account of defendant's subsequent breach of promise and her seduction by him.

In no case can the defendant allege as a defense that the plaintiff was at the time of the promise engaged to marry another than defendant, specially where he continues to his engagement to the plaintiff after learning of such previous engagement and its discontinuance.

A person who has once broken his promise to marry can not escape liability by, or predicate a defense on, a subsequent offer to perform the contract, altho it might be otherwise if there had been no renunciation or complete breach, but only an undue delay in the performance of the contract. In any event a tender of

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[47] Shelpler v. Chamberlain, 197 N. W. 372, 226 Mich. 112, 33 A. L. A. 1232.

[48] 116 S. E. 762, 93 W. Va. 455.

performance in order to avail defendant must be made in good faith.

Nor will the marriage of the plaintiff to another person after the defendant's breach of promise constitute a defense or even restrict plaintiff to the recovery of nominal damages. Some authorities, however, asserted a contrary view.

CHAPTER VII

DAMAGES FOR BREACH

General Rule:—Under both the Spanish and American law, actual damages is recoverable. In both jurisdiction, therefore, it is not sufficient that the plaintiff should allege that she suffered in some indeterminate manner. Damages must be proved.

Under the Spanish Law:—I should like to begin the discussion of this topic by quoting the provision under which an action for damages for breach of promise to marry may be brought. Article 1902 of the Civil Code is the basis for bringing an action for damages for breach of promise to marry. Said article provides that "any person who by an act or omission causes damage to another by his fault or negligence shall be liable for the damage so done".

Manresa, commenting on the above quoted provision of the Civil Code, said that "the obligation imposed by said article comprises two items or the terms that are present in every indemnity, in accordance with Article 1106 of said Code, that is, the amount of the loss which may have been suffered, and that of the profit which a person may have failed to realize".

The Supreme Court of Spain of November 13, 1901, squarely decided that the damage referred to in Article 1902 is that only and exclusively suffered from acts or omissions not arising from the fulfillment of obligations.

The Philippine law on the subject being a mere graft of the Spanish law follows the same doctrine with respect to what kind of damage can be recovered. I do believe that the case of Garcia v. del Rosario is the classical case on that point. In that case the plaintiff was a school teacher receiving a salary of thirty pesos a month. She gave up her position due to the promise of marriage by the defendant. It was held by our Supreme Court that the defendant in not carrying out the promise of marriage he made to the plaintiff, caused her damages in her employment as teacher by making her resign therefrom as she did. On account of this action of the defendant, indemnity for damages

can be recovered for through his fault in failing to carry out his promise of marriage plaintiff lost her position. (33 Phil. 189)

In the decision of December 6, 1882 of the Spanish Supreme Court in connection with a criminal proceeding for slander, the Supreme Court said:

"* * * the value of honor is a thing that can not be appraised; it is not possible to fix the amount of damages, nor can the payment of an indemnity be imposed upon the offender under Article 18 of the Code by way of civil liability arising out of the criminal act."

From this citation, it may be safely concluded that consideration of mental suffering as an element of damage is entirely excluded under the Spanish law.

In the case of Claparols v. De Castro, decided by the Court of First Instance and cited in the Corpus Juris, Volume 9, Judge Lobingier, speaking for the court discusses the question "whether the common law action for breach of promise has any counter part under the Spanish system. "Such determination", he adds, "can be reached only after a historical investigation". He cited Manresa saying "that the learned Spanish commentator believed that the law does not speak of damages, and for that reason it does not authorize the wronged to seek indemnity". "It seems clear, therefore," concludes Judge Lobingier, "that there has been no legislation, actual or judicial, under the Spanish system which authorizes expressly or by implication, an action for general damages for the breach of promise of marriage."

Even under Article 44 of the Civil Code, granting that it is enforced (altho Justice Willard believes otherwise) still no damages are recoverable thereunder. Said Article provides: "If the promise has been made in a public or private instrument by an adult, or by a minor with the concurrence of the person whose consent is necessary for the celebration of the marriage, or if the banns have been published, the one who without just cause refuses to marry shall be obliged to reimburse the other for the expenses which he or she may have incurred by reason of the promised marriage".

According to Manresa said article means only a reimbursement of the fees for necessary documents, expenses for furniture for the conjugal home, for articles ordered, for those incurred in the ceremony, wedding presents and other similar expenses incurred by reason of the promised marriage. * * * The law

does not speak of damages, and for this reason it does not authorize the one wronged to recover damages.[49]

The case decided by the Porto Rico Federal Court clearly shows what difference exists between the Spanish and American law on damages for breach of promise to marry. It must be stated in passing that before the advent of American Sovereignty in Porto Rico, that island was under the benign guidance of Spain. During the Spanish rule in the island, Spanish laws were applied and enforced. But sometimes after the change of sovereignty, reformed laws were applied; laws of American origin were transported across the waters and enforced in the territory. Thus in the case of Rivera v. Cadierno, the court said that "we agree with counsel for the plaintiff that the leaving out of the new code of the meagre provision which was contained in the old one, giving the woman a right of action for only the mere expense she was put to because of the promise of marriage, such as the cost of her trouseau, etc., instead of being an indication that the old Spanish system has been abolished in toto, and that the matter, like many other causes of action, is left to be redressed under the general section referred to. The Island has adopted a Code of Civil Procedure from our American States and the leaving out of it, or out of the Chapters of the old law which are still retained, of this inadequate and un-American provision that denies a woman a right of action for a breach of a promise of marriage, if it indicates anything, would seem to indicate that the legislature intended to adopt a new and modern code, to bring the island in line with other similar jurisdiction. We are clearly of the opinion that the law, as it exists, affords this plaintiff a remedy".[50]

Under the American jurisprudence, there is, indeed, a whole of difference. In Anglo-American Law, actions for breach of promise of marriage are peculiar in many respects. The action is nominally for a breach of contract, but the measure of damages is fixed by rules which did not apply to other actions of contract. Damages are awarded upon principles more commonly applicable in actions of tort.[51] Under that system, compensatory damages as well as exemplary damages are recoverable in cases of breach of promise of marriage.

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[49] Manresa, Vol. 1, Commentarios al Codigo Civil, page 246.

[50] 3 Porto Rico Fed. 43, 44, 46.

[51] Sherman v. Rawson, 102 Mass. 395.

In the case of Waddell v. Wallace,[52] the court said that "the one remaining question then, which affects the petition, is whether the damages may be recovered for mental anguish, mortification, and loss of health resulting from the breach of promise. In this aspect of the case the damages which the law affords for breach of the contract should be proportioned to the benefits lost by the breach to the advantages which would result from performance. The wounded feelings and affections, the plaintiff's mental pain, and mortification consequent upon the breach are elements of damage. And if the complaining woman, relying on the man's promise, announce the fact of the engagement and invited her friends to the wedding, creating a special mortification, her damages, will be made thereby still greater. So they will be by any other contumely or aggravation attending the breach. And evidence of the effect actually produced upon her mind is admissible. Under a general allegation of damages, plaintiff may recover not only an indemnity for pecuniary loss and the disappointment of reasonable expectation of an advantageous settlement in life, but also compensation for injury to feelings and affections and mortification undergone.

In fixing the amount of damages to the plaintiff suing for breach of marriage of promise, the jury may consider injury to health, mental suffering, or distress of mind, expense incurred in preparation for marriage, and such loss in plaintiff's business as resulted from the defendant's failure to marry her, and from the evidence find such an amount as will reasonably compensate her.[53]

So also must damages for breach of promise of marriage include loss of affection, social position, wordly benefit from defendant's wealth and standing, mental suffering, shame and humiliation.[54]

From this citation of cases and authorities, I can now conclude that under the Spanish law, only actual damages suffered by the plaintiff can be recovered. As I said in the case of Garcia v. Del Rosario, supra, the injured party was not given damages for the shame and humiliation she felt by reason of the pregnancy of the plaintiff. No doubt that under such circumstances, American courts would award not only compensatory but also exemplary damages for such breach of promise of mar-

[52] 32 Okl. 140, 146, 121 P. 245.
[53] Schilling v. Osten, 108 A. 741, 7 Boyce, 524.
[54] Gerber v. Schwartz, 127 A. 903, 151 Minn. 249.

riage. Why? Evidently because of the position of the aggrieved party, the motive of the defendant, the injury to the feelings, the disappointment, mortification, the loss of marriage, the mental sufferings of many kinds, the aggregate of which is not capable of pecuniary estimation. Our law would grant damages to a broken head because it is perceptible but not to a broken heart because the latter is not perceptible to the eyes and by the touch.

Matters for Consideration in Fixing Damages:—It is no longer a deniable fact that damages for breach of a valid contract of promise of marriage may be recovered.[55] What then must be taken in fixing said damages? In this attempt to show what are proper for the determination of such damages, I shall be guided by existing court decisions.

In the case of Garcia v. Del Rosario, supra, the court took into account, in determining the proper indemnity to the plaintiff, not only the monthly salary that the defendant received, which was fifty pesos as an employee of the Provincial Treasury, but also his salary of fifteen pesos as clerk to the parish priest of Calapan, the reasonable time within which the plaintiff may get another position as teacher, and for which a year and a half from the date when she resigned from her employment as teacher, were taken into account by the court.

In the case of De Guia v. Manila Electric Railroad and Light Company,[56] the court said that the evidence relating to the injuries, both external and internal, received by him must be examined chiefly in its bearing upon his material welfare, that is, in its result upon his earning capacity and the expenses incurred in restoration to the usual condition of death.

Under the American law, the circumstances of the defendant, the anxiety of mind (Tobin v. Shaw, 45 Me. 331) expenses incurred in preparation (Goddard v. Wescott, 82 Mich. 180), advantages for plaintiff of marriage (Jacoby v. Stark, 205 Ill. 34), loss of permanent home (Gheiger v. Payne, 102 Iowa, 581), plaintiff's loss of employment (Walker v. Goldman, 16 Ore. Super, 466), loss of health (Houser v. Carmody, 173 mich. 121, 139 N. W. 9), length of engagement (Scamek v. Sklener, 73 Kan. 450), depth of plaintiff's devotion (Sprague v. Craig, 51 Ill. 288), injury to plaintiff's reputation (Goddard v. Westcott, 82 Mich. 180), future prospects of marriage, plaintiff's loss of op-

[55] Domalagan v. Bolifer, 33 Phil. 471.
[56] 40 Phil. 706.

portunities of marriage (Scamek v. Sklener, supra), and the financial and social standing of the defendant (Humphrey v. Brown, 89 Fed. 640) must be taken into consideration in fixing the amount of damages that might be granted the plaintiff.

In ascertaining the extent of damages that the plaintiff may be entitled in an action for breach of promise to marry, the court of the Philippine Islands are given the power to determine from the circumstances of the case what the plaintiff is really entitled. The Supreme Court, in the case of De Guia v. Manila Electric, 40 Phil. 657, held that the courts have discretionary power to moderate the liability according to the circumstances of the case.

Under American law, an action for breach of promise is an exception to the rule that exemplary or punitive damages should not be allowed in action on contract. Accordingly where in the making of the contract or in the breach thereof, defendant has been guilty of fraud or deceit, or has been actuated by evil motives, punitive or exemplary damages may be awarded.[57]

Under the Spanish law and therefore Philippine law, nominal damages are not recognized, and no recovery can be had except upon satisfactory proof of actual damage.[58]

Nominal damages for breach of promise to marry are allowed under American law. In the case of Hooker v. Phillippe,[59] the court held that the verdict for one cent damages will not be disturbed where there is nothing in the record to show that the jury were led to the conclusion reached by prejudice, partiality or corruption.

CONCLUSION

In this humble work, the writer has made a comparative study of the Spanish and American law on Breach of Promise to Marry. Moved by the desire to bring out to light the glaring injustice existing under the present law in our country, the writer has emphasized points which must be given due consideration by our legislators.

I have observed during the course of my study of the subject that no adequate remedy is granted to an aggrieved party. It can not be denied that women are always the victims. Yet our law was enacted without much regard to the nature of the Filipino women. We must not lost sight of the fact that our

[57] Hively v. Coldnicks, 123 Minn. 498, 502.
[58] Bian Hin & Co. v. Tan Bomping, 48 Phil. 523.
[59] 26 Ind. A. 501.

women are by nature modest, sensitive, and virtuous. She seldom falls in love, but once she accepts a man, she will pour everything that is within her just to make that man happy and contented. To them honor is the priceless legacy from their mother. They would prefer a broken head to a broken heart. Yet our law has turned and unmindful care for them.

This is but natural. Our laws are man made laws. Men are the law-makers; they are the heart-breakers. Men are wise; they will not get a rope to tie their necks.

But now is high time for us to change our attitude towards them. We must be conscious of the fact that to leave a woman is to deprive her of her most precious earthly possession—her honor. To leave her alone to pine, to suffer mortification and mental torture and to desert her a social outcast, deprived of her name and reputation, is the greatest sin that man can commit against womanhood. Man must not leave a woman with a beclouded future.