

Breach of Promise to Marry: Emily Harrison vs. Noble P. Swift

In April 1866, Emily Harrison of Sandwich brought suit against Noble P. Swift of West Sandwich (presently Sagamore) for Breach of Promise to Marry. Now this may seem like a quaint and curious situation, but in centuries past it was a serious matter and courts granted a woman the legal right to sue when she felt that a gentleman grievously wronged her.

From the early beginnings of the United States, women were second class citizens who could not vote, sit on a jury, or hold public office. Moreover they had limited property rights if they had any at all. Prior to the industrial revolution, the only job that a woman was expected to have was that of a school teacher and that was limited to single women only. In essence, a woman had no economic independence and had to rely on a man's financial support through marriage. A failed engagement could ruin her reputation and make it difficult for her to find another man willing to marry her. A Massachusetts court decision in 1818 stated:

A deserted female, whose prospects in life may be materially affected by the treachery of the man, to whom she has plighted her vows, will always receive the attention which her situation requires It is also for the public interest that conduct tending to consign a virtuous woman to celibacy should meet with the punishment which may prevent it from becoming common.

It was in this context that the Breach of Promise to Marry was brought against Noble P. Swift. He was 36 years old, and widowed with 3 children when the suit was filed. Noble had a very successful and prosperous slaughterhouse operation in West Sandwich during the 19th century. He bought cattle, sheep and hogs by the hundreds at the stock yards in the Brighton section of Boston and drove them over the primitive roads about 100 miles until he reached Sandwich. There he distributed his dressed meats all over the Cape. He had several younger brothers helping him and one of them, Gustavus, ultimately left for Chicago and ended up establishing his own meat packing operation, the famous and still flourishing, Swift & Co..

A newspaper at the time said that Emily Harrison, the plaintiff, was "a young lady of English birth and parentage, some 20 years of age". Emily claimed that the defendant, Mr. Swift, "had sought her in marriage, had engaged her affections and then broken his engagement under circumstances of peculiar aggravation, to the great injury of her reputation and feelings".

Emily's mother, Mrs. Harrison, was the first to testify and she told the court that Mr. Swift began courting her daughter in the summer of 1863. She stated that he took her to public places, including a dancing school; and spent a great deal of time at their home. Furthermore, she said that he arranged to send Emily to school and paid for her board and did other things that showed his intentions. Mrs. Harrison related that this continued until February 1864 when his interests substantially declined. Mrs. Harrison testified that she became very upset with Mr. Swift and told him her daughter's health was suffering because of his inattentions and she reproached him for the wrong that he had done. She ended her testimony by saying that Mr. Swift renewed some interest, but ceased seeing her in June 1864.

Emily took the stand and told of Mr. Swift's offer to marry and that she accepted. She corroborated her mother's testimony and said that the defendant paid for her school board because of his desire to have her educated so that she would teach his 3 young children. Emily told the jury that his ardor ultimately subsided after 6 months. At one point she said that Mr. Swift told her that he would marry her, but only if she would give up her connections to her parents. Evidently, Mr. Swift was not fond of Mr. and Mrs. Harrison. Emily stated that she said this was something she would never do. After that, all contact ceased between her and Mr. Swift.

It was now Mr. Swift's time to testify. He told the court that 3 weeks after his wife had died, Mrs. Harrison approached him and encouraged him to take Emily for his wife. He said Mrs. Harrison asked him many times to call on Emily and he finally agreed to do so. During testimony, he confirmed that he had paid for Emily's board while she attended school and that he took her to dancing classes, but he said he also brought his niece to the classes. The defendant said that he lost ardor for Emily over time, but returned to see her one last time after Mrs. Harrison told him that he had broken her daughter's heart. Swift recalled that he saw Emily again and said that if he had been the cause of her illness, he was sorry, begged her forgiveness and received her pardon. At that point, he told her that he would marry Emily if she gave up her connection to her family, but she said no.

Defense counsel proceeded to introduce witnesses and letters that indicated Emily was seeing another man by the fall of 1864 and stated that it was impossible to believe that she was totally bereft when 3 months after the breakup she was writing letters of endearment to another gentleman. Swift's lawyer admitted that there was a contract of marriage at one point, but the engagement was broken by acts of Emily and with her consent. Certainly, there was no material harm to the plaintiff.

The all male jury took 1 full day to review the case, but it ended in a hung jury when they could not reach agreement. It was later learned that there were 8 votes for the plaintiff and 4 for the defendant. The case was retried 5 months later and this time the jury ruled in favor of Emily Harrison. Mr. Swift was ordered to pay her \$1,500 in damages which is approximately \$21,000 in today's economy.

In 1869 Emily Harrison, age 23, married widower James Thorp, age 37. There is no record of children born to that marriage. Noble Swift never remarried and lived until the advanced age of 81 and died a prosperous man in 1911.

It was not until the 1930's that states began to remove Breach of Promise to Marry from their legal proceedings.

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