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# PREVENTING CONFLICT IN FAMILY LAW – THE USEFULNESS OF NOTARIZED FAMILY CONTRACTS

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A spectre is haunting European family law—the spectre of contractualisation. Over the last few decades, one of the most hotly debated topics among family law scholars has been the role played by private ordering and party autonomy in shaping personal and property relations within couples and households of all kinds. I try to illustrate this debate in a short monography, a booklet that I have prepared for this congress. Title of this contribution is "CONTRACTUAL SOLUTIONS TO FAMILY PROBLEMS." I sent this essay to the organisers of this event. I also published it in my web site, as well as in the site of the IAJ. In the few minutes I have here available I will try to summarize that long essay in a way that might be acceptable to you.

I'll start by underlying that the contractualisation of family law has become so prominent a phenomenon that even the EU legislation nowadays explicitly acknowledges the existence of "contracts governed by family law" (*See* the Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce), art. 9, Para 2. (d).

Contractual freedom constitutes an expression of the fundamental principle of self-determination, recognised by Article 8 of the European Convention on Human Rights, which guarantees the right to respect for private and family life.

As the French author Jules Renard aptly observed, "Si on bâtissait la maison du bonheur, la plus grande pièce serait la salle d'attente"—"If we were to build the house of happiness, its largest room would be the waiting room." Indeed, family law may be regarded as the waiting room of every legal system, where unfulfilled aspirations, unrealised expectations, desires, hopes, and yearnings for freedom seek resolution. In this context, contractual freedom can serve as a key that empowers individuals to unlock by themselves the door of that vast "waiting room."

Of course, contractual freedom is not unlimited. As Hans Kelsen famously warned, complete autonomy of the parties cannot exist in private law. In fact, it is the legal system that determines that a contract "produces law, so that the legal determination ultimately stems from the law itself—not from the legal subjects who are subject to it."

Paradoxically, this principle is illustrated in legal provisions that allow parties to choose stricter regulatory frameworks for their family relationships. Consider the "covenant marriage contracts" found in some U.S. states, where couples can opt for a

form of marriage in which divorce is significantly more difficult than under default legal provisions. Here, private autonomy is so robust that it creates its own limitations—yet this is only possible because the legal order permits such autonomy, precisely in line with Kelsen's theory.

As I try to show in my written presentation (which I do not have the time to explain in depth now), a deeper exploration of the history of family law reveals that contractual freedom has really very robust roots. Two thousand years ago, Roman law contained numerous provisions related to agreements between prospective spouses (or their families), known as *pacta nuptialia* or *pacta ante nuptias*. These terms closely resemble current expressions such as "antenuptial agreements" or "prenuptial agreements." These *pacta nuptialia* often included clauses determining: *a*) *What assets* should be given back (e.g. those assets which had been given, or their monetary value), *b*) *To whom* the dowry would be returned (e.g. the wife, her father, brothers or heirs), or *c*) *When* this restitution would take place (e.g. several months or years after dissolution of marriage). Roman legal sources offer detailed insights into how and when the dowry should be returned in cases of divorce, primarily guided by the terms of such agreements. Moreover, many passages in the *Digest* and the *Codex Justinianeus* reflect the understanding that divorce—rather than death—was the prototypical scenario contemplated when drafting agreements regarding the patrimonial consequences of marriage.

Even in subsequent centuries, after the Catholic Church and canon law had exerted control over marriage, there is evidence of prenuptial contracts that set patrimonial rules for the parties in the event of marital crisis (in this case, legal separation, since divorce was prohibited by the Church).

The cases that I report in my written presentation date back to the XVI and XVII century and show how Italian notaries of those times used to draft premarital agreements in which parties were considering the possibility of a legal separation (*separatio a mensa et thoro*) and its related financial implications, including the return of the dowry and the retroactive dissolution of joint ownership of assets.

This case is not the only example of such agreements in Europe. The French tradition, for instance, is well acquainted with the so-called *Clause Alsacienne* (Alsatian Clause), which allows a couple to opt for a regime of general community of property (including real estate and assets acquired by either spouse before the marriage). However, in the event of divorce, the dissolution of the marriage operates as a resolutory condition.

The historical pursuit of contractualisation in family law does not concern only the formation of marital unions. It also characterizes the potential dissolution phase. As already noted, the Catholic Church maintained a firm grip on the regulation of marriage for centuries, not only banning divorce but also exercising strict control over legal separations. Nevertheless, throughout the centuries, we find numerous (often successful) attempts to resolve unhappy marriages through non-contentious means.

One such example is the practice of *séparations amiables* (amicable separations) in pre-revolutionary France. These agreements, typically concluded within noble or wealthy families, were formalized through notarial deeds as transactions between husband and wife.

The French example is certainly not the only one that may be cited. One might also refer to the case of separation agreements in medieval and Renaissance Spain, where numerous *cartas* (written agreements) can be found, variously designated as *separación*, *partición*, *división*, *absolución*, *relajación*, *transacción*, *composición*. These documents reflect how married couples "in crisis," as we might say today, sought to regulate their personal and patrimonial relations within a family life no longer marked by cohabitation. Conversely, during the same period, various couples sought to formalise their reconciliation—after a time of separation—through the drafting of a written "reconciliation agreement."

Marital (or marriage-related) contracts are not the only domain in which we find evidence of the contractualisation of family law. Another significant category includes agreements concerning cohabitation outside of marriage. Here too, we find centuries-old historical examples. Notarial deeds reveal numerous instances of such agreements, known as *contrats de concubinat* in France, *cartas de mancebía e compañería* in Spain, or even cohabitation agreements in the Italian city of Genoa, dating back to the 13th and 14th centuries. Similar examples can be found in the notarial practice of 15th -century Rome, where, as in Genoa, such agreements could anticipate the consequences of an eventual end of the relationship.

Incidentally, these reflections also refute the outdated notion that family law is a "recent" branch of the legal order.

If the contractualisation of family law dates back centuries, why is it often presented as something "new", something just typical of contemporary times?

The reason lies in the fact that, when examining the evolution of family law, we tend to limit our observation to the past two centuries—starting from the French Revolution and the *Code Napoléon*. Within this shortened (and somewhat distorted) perspective, modern contractualisation is contrasted with an old conception—the one that dominated the entire 19th century and much of the 20th—that left very limited space for private ordering and party autonomy. Yet, we forget that an even older conception left much more space to contractual freedom.

As Honoré de Balzac famously wrote: "Le Code a mis la femme en tutelle. Il l'a considérée comme un mineur, comme un enfant" ("The [Napoleonic] Code placed the wife under guardianship. It considered her a minor, a child"). In fact, studies on the drafting of the French Civil Code reveal that Napoleon himself took part in the preparatory work of the *Conseil d'État*, insisting on provisions that would ensure the husband's absolute authority over the family.

It is undeniable that, prior to the French Revolution and the Civil Code, the condition of women was by no means better. However, Roman, medieval, and customary laws had allowed to families a significant degree of freedom in marriage contracts, as previously discussed. This freedom was closely linked to the legal

practice of the *fideicommissum*—a widespread institution designed to preserve property (especially real estate) within a family line. Its purpose was to prevent the loss or fragmentation of patrimony and was often coordinated with marital contracts.

That form of private ordering and party autonomy was thus primarily exercised by families through their respective heads—rather than by individual husbands, and certainly not by wives. Nevertheless, a vibrant form of contractualisation was common practice in Europe, ensuring a degree of affluence and stability for couples, provided they belonged to the upper classes. Revolutionary legislation in France, followed by the *Code Napoléon* (and soon after by many other European legal systems), definitively abolished this older form of contractualisation. It was sacrificed on the altar of the bourgeois desire to liberate private property from traditional constraints (*fideicommissa*, majorats, mortmains, etc.).

Paradoxically, this process took place at a moment in which, for the first time, marriage had been officially recognized as a "civil contract" by the French Constitution of 3 September 1791. That conceptual shift stemmed from the intention to transfer control over marital matters from the Church to secular authorities. Yet, the idea of contractualising family relationships had not yet evolved into a modern framework for regulating patrimonial relations within marriage. That ancient form of private autonomy among wealthy families could not yet be replaced by a new form of contractualisation between husband and wife. Indeed, a true contract requires two parties on equal footing. This was, however, not feasible, given the stark legal and social inequality between husbands and wives at the time.

Social relations between husbands and wives began to change noticeably in the twentieth century. The renowned 1930 essay by Thomas Mann on marriage, in which the great German writer—anticipating a revolution that would unfold some forty years later—voiced criticism of the "classical" nineteenth-century bourgeois ideal of marriage, viewed as a union between unequal individuals, as "a matter of domination and subordination" ("ein Problem der Herrschaft und Unterordnung"), given that the patriarchal spirit of the "classical marriage" had by then become fundamentally unfeasible, "due to women's emancipation, individualisation and liberation, and their equal dignity and equality with men" ("durch ihre Emanzipation, ihre Individualisierung und Befreiung, ihre Ebenburtigkeit und Gleichstellung").

It was not until the 1960s and 1970s that a dramatic transformation occurred. Equality in marriage and family relations finally gained full recognition and implementation. Once the principle of absolute equality was firmly established—both in the law in books and in the law in action—the conditions were finally ripe for the flourishing (or re-flourishing) of contractualisation across many European countries.

The first two areas where this trend took root—and continues to thrive—are

- contracts related to marital breakdown and
- cohabitation agreements between unmarried partners.
- A third, equally important area is that of marital property agreements.

Prenuptial agreements made in contemplation of divorce fall within both the category of marital crisis contracts and that of marital property arrangements. They deserve a special mention, with particular reference to the role that are called to play, especially in civil law systems.

In my written presentation I try to deal with the subject of prenuptial agreements in contemplation of divorce under many viewpoints. I will not dwell now on the history of prenups in the US legal system, where, in the late 1970s, the transition from a fault-based divorce system to a no-fault regime saw a proliferation of such agreements, predominantly serving as a defensive measure for the stronger party, and often entailing a waiver of any entitlement to spousal maintenance. For completeness, it should be added immediately that within that same system, solutions were also developed to protect the weaker party, such as the requirement for independent legal counsel, the obligation of full disclosure, and the application of the doctrine of unconscionability.

Very interesting, also for the European continental notarial system, is the development of the British case law on the same subject. The landmark case *Radmacher v Granatino* marked a decisive shift in English law, establishing that prenuptial agreements can, "in the right case," carry decisive weight in divorce settlements. Both the Court of Appeal and the UK Supreme Court held that such agreements should be given effect, provided they were entered into freely by both parties, with a full understanding of their implications. All relevant details are in my paper. Here I would like to stress, to the benefit of German notaries attending this meeting, that the UK Supreme Court rightly underlined the role played by the German notary who had conceived and executed that *Ehevertrag*, explaining to both parties, from an independent position, the extent and the meaning of that prenuptial agreement.

The judgment described the agreement in detail: "The agreement stated (in recital 2) that (a) the husband was a French citizen and, according to his own statement, did not have a good command of German, although he did, according to his own statement and in the opinion of the officiating notary, have an adequate command of English; (b) the document was therefore read out by the notary in German and then translated by him into English; (c) the parties to the agreement declared that they wished to waive the use of an interpreter or a second notary as well as a written translation; and (d) a draft of the text of the agreement had been submitted to the parties two weeks before the execution of the document."

The UK Supreme Court also rejected Mr. Granatino's argument (and that of the first-instance judge) that the absence of independent legal advice invalidated the agreement. The Court found that the notary had provided sufficient information, highlighting the value of a neutral, independent professional—such as the "Latin" notary—who is not an advocate for either party but ensures informed consent.

Among other very interesting European systems, in which notaries play a fundamental role, we may cite the case of Catalonia, where the former 1998 Family Law Code of that Spanish autonomous region (*Codi de família*), allowed spouses to

agree on patrimonial matters "àdhuc en previsió d'una ruptura matrimonial" (even in contemplation of a marital breakdown). This provision—which was developped in parallel with the regulation on unmarried (both heterosexual and homosexual) couples—was replaced in 2010 by article 231-20 of the *Codi Civil de Catalunya*, which not only expressly permits such agreements but also sets out specific rules regarding their formation and enforcement. Interestingly, the same provisions apply to cohabiting partners.

| Article 231-20 sets a very good example and a model for other countries about the role that the notary can play in this matter: |
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| "231-20. *Agreements in contemplation of marital breakdown*. 1. Agreements in contemplation of a marital breakdown may be entered into within the framework of marriage contracts or by means of a **public deed**. If such agreements are concluded prior to the marriage, they shall only take effect if executed at least thirty days before the date of the marriage ceremony.<br>2. **Before authorising the deed referred to in paragraph 1, the notary must inform each party separately of the scope and legal effects of the agreements in relation to the supplementary matrimonial regime, and must also advise them of their mutual obligation to disclose the information referred to in paragraph 4**.<br>3. Any agreement that waives or restricts the rights of either party must be reciprocal and must clearly specify the rights being waived or limited.<br>4. A spouse seeking to enforce an agreement in contemplation of marital breakdown bears the burden of proving that, at the time of signing, the other party had sufficient knowledge of their assets, income, and financial expectations, insofar as such information was relevant to the content of the agreement.<br>5. Agreements in contemplation of marital breakdown shall not be effective if, at the time of their intended enforcement, they are seriously prejudicial to one spouse and that spouse proves the existence of relevant circumstances that were not foreseen, and could not reasonably have been foreseen, at the time the agreements were made". |

What is particularly noteworthy is how private contractual autonomy in Catalonia has evolved alongside the region's legislative autonomy: from ordinary regional law, to the Family Code, and finally to the Civil Code of the autonomous community. In a kind of legal *calembour*, one might say that the expansion of Catalonia's regional autonomy has gone hand in hand with the expansion of contractual autonomy for Catalan couples.

However, this trend toward greater autonomy for couples extends well beyond Catalonia. In Spain's general civil law, prenuptial agreements in contemplation of divorce are increasingly used and recognized as valid. Here as well a relevant contribution has been given by the notaries. The Spanish notariat has long been attentive to this development. As a prominent scholar and notary wrote back in 1985: "Since the reforms of Spring and Summer 1981, marriage contracts are increasingly used in contemplation of a future divorce or separation (…) to prepare such proceedings in advance, so that they do not cause problems when the time comes" (FOSAR BENLLOCH, *Estudios de derecho de familia*, II, *La separación y el divorcio en el derecho español vigente*, 1, Barcelona, 1982, p. 323). Today, the prevailing opinion is that such agreements are valid and enforceable, reflecting the growing importance of individual autonomy in family law. In a landmark decision on 31 March 2011, the Spanish Supreme Court explicitly upheld the validity of such agreements.

As we are in Berlin we should also make a brief reference to our hosting Country. The current situation of German prenuptial agreements is explained in detail in my paper. Here I can only point out that party autonomy has always played a central role in the German legal tradition. This principle, incidentally, reflects the thinking of some of Germany's greatest philosophers. For instance, Hegel (HEGEL, *Grundlinien der Philosophie des Rechts*, Leipzig, 1930, p. 147) stated that marriage contracts (*Ehepakten*) should be understood as instruments to regulate relations between spouses "in case of separation of marriage by death, divorce, or similar events" (*gegen den Fall der Trennung der Ehe durch natürlichen Tod, Scheidung u. dergl.*).

Two key historical factors must be kept in mind when considering the German legal system: *a*) Since the early 16th century, Germany has been shaped by the rise of Protestant doctrine, which rejected the notion of marriage as a sacrament. This theological shift made it easier for German jurists of the 16th to 18th centuries (such as Thomasius, Struvius, Leyser, Lauterbach, Boehmer, among others) to develop a new legal doctrine of marriage. From this perspective, marriage was seen as a contract—one that, like any other, could be dissolved. And if a civil relationship can be terminated, what could be more natural than allowing parties to agree in advance on the consequences of that termination? *b*) In many regions of Germany, Roman law remained in force until 31 December 1899. As previously discussed, Roman law accepted that spouses could regulate the patrimonial consequences of a potential divorce from the moment of marriage.

As a result, German case law and legal doctrine have consistently affirmed the validity and enforceability of such agreements—even when they involve a complete waiver of spousal rights in the event of divorce.

For example, in a 1995 decision, the Federal Supreme Court of Germany (*Bundesgerichtshof*, BGH) held that: "In relation to financial agreements entered into by spouses during or even before marriage, in contemplation of a possible future divorce, the principle of full contractual freedom (§ 1408 paras. 1 and 2 of the BGB – German Civil Code) must be recognized. No special scrutiny of the content of such agreements is required to assess whether the regulation is appropriate. Enforceability does not depend on additional conditions, such as the provision of compensation in exchange for a waiver of maintenance".

In response to this jurisprudence, German notaries have developed various models of marriage contracts (*Eheverträge*), which I described in detail in my 1999 book on "Contracts of Marital Crisis". These agreements may include clauses in which one or both parties waive any right to alimony, such as: "The husband [or the wife, or both] waives any claim to alimony in the event of divorce, even in a situation of need".

Other agreements do not waive alimony entirely but instead predefine it in specific terms. Examples include: *a*) Setting a monthly cap (e.g., "no more than €___ per month"); *b*) Linking alimony to a percentage of the higher-earning spouse's net income (e.g., "20% of the net income of the wealthier party at the time of divorce"); *c*) Imposing a time limit (e.g., "alimony shall be paid for no more than five years after the dissolution of the marriage"). German marriage contracts (*Eheverträge*) may also include provisions concerning the death of one of the spouses.

The notarial practice has been formally recognized by the German legislature. The 2008 reform of maintenance law (*Unterhaltsrechtsreform*), in force since 1 January 2008, requires that any agreement concerning maintenance rights—if concluded before the divorce judgment becomes final—must be executed in the form of a notarial deed. There is no doubt among legal scholars that the expression *"Vereinbarung, die vor der Rechtskraft der Scheidung getroffen wird"* ("agreement entered into before the divorce judgment becomes final") also includes agreements made before the marriage.

In recent years, German case law has introduced additional rules concerning prenuptial agreements. A pivotal moment came with a 2001 decision by the Federal Constitutional Court (*Bundesverfassungsgericht* — BverfG), followed by a 2004 ruling by the Federal Supreme Court (*Bundesgerichtshof* — BGH). These two judgments ruled that notarized prenuptial agreements can be declared null and void if they seriously disadvantage one party. The courts affirmed that, in principle, a prospective spouse may fully or partially waive the right to receive alimony. However, if the agreement is manifestly one-sided, it becomes morally unacceptable and may be challenged in court. In fact, very many scholars (and notaries) have criticised the above described view, according to which the traditional freedom of parties in a contract should be somehow "patronized" by judges' personal views. Critics warn of a return to *schützende Bevormundung* ("protective paternalism").

Yet, in the wake of the 2001 and 2004 decisions, German courts have developed more precise criteria. A prenuptial agreement in contemplation of divorce may be declared void only if it imposes clearly unilateral financial burdens on one spouse. These are, however, exceptional circumstances. The overarching principle remains that prenuptial agreements in contemplation of divorce are lawful and enforceable in Germany—provided they are not manifestly unjust at the time of their conclusion.

Another part of my written presentation is dedicated to the contracts between partners cohabiting outside marriage and the role of notaries in drafting cohabitation agreements. Among the very many examples I cite there I would like to underline the Italian experience of a manual drafted under the aegis of the Italian National Council of Notaries in 2013 and called: *Guida operativa in tema di convivenza. Vademecum sulla tutela patrimoniale del convivente* more uxorio *in sede di esplicazione dell'autonomia negoziale* ("Operational guide on cohabitation. *Vademecum* on the patrimonial protection of the *more uxorio* cohabitants, through the implementation of their private autonomy")—actually, a collection of model clauses and commentary thereof.

In this evolving framework, a fruitful "dialogue" can emerge between marriage contracts (including prenuptial agreements) and cohabitation contracts.

For example, a clause could be drafted identically for both married and unmarried couples to pre-emptively define the legal nature of future transfers of money or assets made during the relationship. Indeed, it is common for one partner to provide funds or assets to the other, or to finance the purchase of real estate registered in the other's name. Upon breakup, the contributing party may seek recognition as the true or co-

owner, or at least request reimbursement. In common law systems, such issues are often resolved by the courts through constructive, resulting, or implied trusts.

In Germany, case law classifies such transfers as "innominate patrimonial allocations" (*unbenannte Zuwendungen*), or as "*sui generis* quasi-matrimonial legal transactions" (*ehebezogene Rechtsgeschäfte eigener Art*), and orders their restitution pursuant to the doctrine of frustration of contract (*Wegfall der Geschäftsgrundlage*).

In other civil law systems, where such remedies are unavailable, courts frequently reject these claims. A practical solution would be, therefore, to contractually define in advance whether such possible future transfers are to be considered loans, gifts, or otherwise.

Other examples are available in my written presentation.

The final part of my written contribution is dedicated to the issue of contractualisation in transnational families. This sector is now dominated by several and complex EU regulations. Indeed, EU law has granted private autonomy a level of importance previously unknown.

As one scholar aptly observed, the recognition of party autonomy in this context is a "beneficent solution": it promotes legal certainty and predictability while serving the substantive interests of the parties involved. Party autonomy is therefore at the basis of all EU regulations in the field of family law.

In a nutshell, we may say that EU law prompts contractualisation of family relations under three points of view:

1) Choice of court agreements;
2) Agreements of the choice of applicable law;
3) Circulation of contractual models like: marriage contracts on the choice of marital property regime, premarital agreements in contemplation of divorce, cohabitation contracts among unmarried partners, inheritance agreements, etc.

However, this process is not exempt from risks and challenges. The worst of them is represented by the fragmentation of the whole system. A fragmentation (in French: *Dépeçage*) which is particularily evident in the case of marital and premarital agreements—especially when such agreements are entered into in contemplation of a possible future divorce.

Indeed, no EU regulation currently encompasses at the same time all the legal issues relating to these types of contracts. In many cases, such agreements include a choice of matrimonial property regime—thus falling within the scope of Regulation (EU) No. 1103/2016 on matrimonial property regimes. However, they are often concluded in contemplation of divorce, potentially triggering the application of the "Brussels II-*ter*" and "Rome III" Regulations. These agreements may also contain provisions on alimony or spousal maintenance, which fall under the scope of the Maintenance Regulation of 2009 and the 2007 Hague Protocol.

Nonetheless, some provisions within these Regulations offer potential avenues for mitigating this fragmentation. It is therefore the responsibility of notaries and legal professionals assisting the parties to ensure that the choice of law for property

consequences is coordinated with the choice of law for separation, divorce, and maintenance obligations, as I try to explain more in details im my written report.

As a conclusion of the above remarks, we may consider that contractualisation could be the cornerstone of a possible future European Uniform Substantive Family Law.

Indeed, it seems both logical and promising to focus on contractualisation as a foundation for advocating a "mild" uniformisation of European substantive family law. In other words, while the time is not yet ripe for the enactment of a supranational, binding family code governing marriage, cohabitation, dissolution, patrimonial relations, and property regimes, we can already envision a more flexible and voluntary alternative.

Specifically, we could imagine the creation of an "optional substantive European family law," governed by uniform supranational rules—perhaps through an *ad hoc* European convention—applicable to cross-border couples, but also to any couple (married or cohabiting) even in the absence of a foreign element. This new set of rules would apply solely on the basis of a joint opt-in by the parties, ideally at the time of the formation of their relationship (whether marriage, civil partnership, or *de facto* cohabitation).

What I propose here is the establishment of a European convention that would enable couples of any kind—even in the absence of any cross-border element—to contractually opt into a unified set of legal rules governing all aspects of family life. Such an option could be exercised at the outset of the relationship, thereby constituting a true prenuptial (or "pre-partnership" or "pre-cohabitation") agreement. It should also be available to existing couples, who could choose to abandon their current legal framework and adopt the new one. The result would be a "mild" uniformisation of European family law—one that does not replace national systems but coexists with them as an optional alternative.

As for the matrimonial property regimes under this hypothetical European family law, preference could be given to the system of deferred participation in acquisitions. This model is already reflected in the 2010 Franco-German bilateral convention, which draws from both the French *participation aux acquêts* (Articles 1569–1581 of the French Civil Code) and the German *Zugewinngemeinschaft* (§§ 1363–1390 BGB).

An intriguing proposal aligned with the vision outlined above could also be the introduction of a "European Prenuptial Agreement" (EPA): a comprehensive model of prenuptial agreement—covering both asset division and maintenance—that would be effective and enforceable throughout Europe, which I describe in detail in my written presentation, which could represent the European counterpart to the Uniform Premarital Agreements Act which is in force in the USA.

In conclusion, contractualisation responds to a social need: it gives legal relevance to social realities that may not yet be formally recognised by law. To return to the metaphor inspired by Jules Renard at the beginning of this presentation: we can say

that contractualisation may well be the path by which more people finally leave the waiting room—and enter, at last, the house of happiness!

Thank you for your attention!