

ate plot, leading to a marriage, the most unseemly in all proportions of rank, of fortune, of habits of life, even of age itself, would not enable the court to release him from claims which, though forged by others, he has riveted on himself. If he is capable of consent and has consented, the law does not ask how the consent has been induced." The only authorities which were before me, referred to as in any degree inconsistent with these views, are the case of Miss Turner's Marriage Act, and a *dictum* of the late president in *Scott v. Sebright*, 12 P.D. 21; neither of these deals with such facts as are relied on in the present case, and this case I put forward, at most, as sanctioning a somewhat wider application of this doctrine of fraud as a ground for annulling marriage than the above authorities indicate. In the case of Miss Turner the marriage was annulled by act of Parliament.

It is not possible to say exactly on what ground the votes of the legislators were given; but it is suggested that the marriage was brought about, as indeed it was, by conduct into which fraud largely entered. It might be sufficient to say of this decision that, as was pointed out in *Templeton v. Tyree*, 2 P. & D. 420, it was an act of the Legislature, not necessarily, therefore, proceeding on the principles of the Ecclesiastical Courts which, in nullity cases, are the guide of this tribunal. It is also to be remarked that, in fact, the case was never brought before the Ecclesiastical Court, though, no doubt, the omission to do so was explained by Lord Eldon in the House of Lords and Mr. Peel in the House of Commons to have been caused by this impossibility of placing the evidence of Miss Turner, as a party, before the Ecclesiastical Courts; Hansard, vol. 17, pp. 787, 1134. But a stronger observation, I think, is that duress is distinctly alleged in the petition (House of Lords Journal, vol. 59, p. 308), and that the evidence in the case clearly proved that not only by fraudulent misrepresentations of fact but by duress of threats, such apparent consent as was given was extorted from the victim of this treatment. In *Scott v. Sebright*, 12 P.D. 21, 23, the late president said—"The courts of law have always refused to recognize as binding contracts to which the consent of either party has been obtained by fraud or duress, and the validity of a contract of marriage must be tested and determined in precisely the same manner as that of any other contract." Standing by themselves, these words may appear capable of a wider effect than any other English authority of which I am aware would warrant.