No oral testimony was offered at the trial. In these circumstances, counsel appeared and stated that he had been instructed by the solicitors for both parties to do so and ask for judgment in terms of the said agreement.

Without expressing an opinion as to what relief, if any, could be given in this Court in a case such as this, if formal proof were given by evidence under oath that the defendant had gone through a form of marriage with the plaintiff while still the lawful husband of another woman then living, I am of opinion that I should not in any event be asked on the material before me to make any such order as is desired. In the written consent or agreement there is not even an acknowledgment on the part of the defendant of the truthfulness of the allegations of the plaintiff.

In Lawless v. Chamberlain, 18 O.R. 296, at p. 300, the Chancellor points out the care to be taken in matters of this kind, as follows: "Mr. Justice Butt also alludes to the great care and circumspection which should be exercised in dealing with questions affecting the validity of marriage. This is emphatically so as regards the character and quality of the evidence. The rule has long been recognised in cases of annulling marriage that nothing short of the most clear and convincing testimony will justify the interposition of the Court."

This principle is recognised in the Ontario statute of 1907, 7 Edw. VII. ch. 23, sec. 8, as amended by 9 Edw. VII. ch. 62, and in connection with the restricted jurisdiction thereby conferred.

[The learned Judge quoted from the latter statute sub-secs. (6) and (7) added to sec. 31 of the Marriage Act, as enacted by 7 Edw. VII. ch. 23, sec. 8.]

I, therefore, decline to ratify the consent or agreement in question, or to make a declaration as asked.

I do not think, in the circumstances, that I can make any order as to costs.