

the widow in the position in which she contracted to stand, and of which she cannot reasonably complain.

The question of priority involved in this case was a nice one, and, as we have already said, ungoverned by any decided case, and we think the Court of Appeal has, by a sound application of principles, successfully solved the difficulty.

BREACH OF PROMISE OF MARRIAGE.

Is the use by the woman of coarse, obscene, and profane language and her indulgence in profane swearing, a justification of the refusal to marry? This question would be answered by most persons in the affirmative. The contract is for companionship for the life of the contracting parties, and one might reasonably suppose that conduct which would render the woman undesirable as a companion and unfit for the duties of wife and mother, would *ex necessitate* justify a refusal to marry. If promises to marry are to give a right of action one would think that the contract should be treated, so far as conduct is concerned, as one requiring the utmost good faith; and that non-disclosure and subsequent discovery of infirmities of temper and disposition, and impurity and coarseness of language would be a good defence to an action for breach of the engagement. The Court of Appeal, as will appear, has put a limited construction on chastity, or the lack of chastity, as a defence, and restricts it to want of bodily purity. Profane cursing and swearing is evidence of a depraved taste as well as of a disregard for moral propriety, and even if chastity be restricted to mean bodily impurity, evidence of the habitual use of profanity and obscene language surely ought to be admitted as a bar to the action as well as in mitigation of damages. It is a matter of common knowledge that looseness of language usually accompanies looseness of morals.

In *Grant v. Cornock*, *infra* page 603, the Court of Appeal, following the English decisions on the point, and affirming the judgment of the Queen's Bench Division, 16 O.R. 406, answered the above question in the negative. In this case it was alleged as a defence to the action that the defendant was justified in terminating the engagement and in refusing to marry the plaintiff by reason of the conduct of the plaintiff, who on several occasions fell into violent fits of rage with the defendant and used coarse, obscene, and profane language to others and in public places, and sang obscene songs, and that the plaintiff became and was addicted to the habit of profane swearing, and indulged in such language on the public streets. The judge at the trial refused to admit evidence on this ground of defence, and his ruling was upheld by the Queen's Bench Divisional Court. Armour, C.J., in his judgment said, "I am of opinion that these paragraphs do not set up any justification in law for the breach by the defendant of his promise to marry the plaintiff, and that therefore evidence tendered in support of them was rightly rejected. The discussion and decisions in *Hall v. Wright*, E.B. & E. 746, *Beachey v. Brown*, E.B. & E., 796, and *Baker v. Cartwright*, 10 C.B.N.S. 124, show that the misconduct in the woman which will alone justify the breach of