though we do not know that the question has been mooted, yet it is very probable that duly consecrated colonial bishops of the English Episcopal Church had the privilege of granting dispensations from banns and directing the issue of marriage licenses, with respect to members of their own church and within the boundaries of their own dioceses, so long as Church and State were united in Upper Canada. But we apprehend that since the time our legislature declared in memorable words the desirableness of removing "all semblance of connection between Church and State" (18 Vic. cap. 2, 1854) and did in fact by that statute abolish such connection, the episcopal power to grant the marriage license reverted to the Governor as representative of the Crown. The Church of England in Upper Canada then became a mere voluntary association, and its bishops were shorn of any spiritual privileges or dispensing powers which otherwise they might have claimed. (See *Re Bishop of Natal*, 11 Jur. N. S. 353; *Murray* v *Burgess*, L. R. 1 P. C. App. 362; *Lyster* v. *Kirkpatrick*, 26 U. C. Q. B. 225.) So that the conclusion is manifest, as to all Protestant bodies, that they come within the marriage act as consolidated, and their members can only properly contract marriage after publication of banns, or, without banns, by Governor's license.

Under Con. Stat. U. C. cap. 72, sec. 2, the celebration of marriage without banns or license, or under banns, where the names of either of the parties were incorrectly stated, would be no more perhaps, than an irregularity; but under Lord Hardwicke's Act, such marriage would be an absolute nullity, both as to the contracting parties and their issue. Neither lapse of time nor mutual consent, however express, can validate what the statute directly avoids. Such a union would be not merely voidable, but void *ab initio;* it would be in the eye of the law, not a matrimonial, but a meretricious union, the issue whereof would be bastardized from their birth. (See *Elliott* v. *Gurr*, 2 Phil. p. 19; *Wright* v. *Elwood*, 1 Curt. p. 670; *Chinham* v. *Preston*, 1 W. Blac. 192; *King* v. *Inhabitants of Tibshelf*, 1 B. & Ad. 190; *Reg.* v. *Chadwick*, 11 Q. B. 173.) And this appears to be our marriage law in Ontario, so far as Protestants are concerned.

The inquiry now presents itself, upon what footing are Roman Catholics in this respect? Is their situation in this status as unsatisfactory as that of the Protestants, or can they claim privileges beyond those of any other religious body in this Province? The consideration of these questions will involve the necessity of going over some portions of the early history of Canada, when that country was passing from under the French to the Eng... dominion.

VENDORS' LIEN.

Is the absence of a receipt endorsed sufficient to put on enquiry?

In *Mackreth* v. *Symmons*, 15 Ves, 329; 1 White & Tud, Lg. Ca. Eq. Lord Eldon thus expresses himself:—

"Where a vendor conveys without more, though the consideration on the face of the instrument is expressed to be paid and also the receipt endorsed, still, if it is the simple case of a conveyance, the money or part not being paid, as between vendor and vendee, and those claiming *as volunteers*, a lien shall prevail." Again, "a person having got the estate of another shall not as between them keep it, and not pay the consideration; and there is no doubt that a third person, having full knowledge, that the other got the estate without payment cannot maintain, that though a Court of Equity will not permit him to keep it, he may give it to another without payment."

What is above laid down applies also when the purchaser has merely constructive notice, or notice of that which is sufficient to put on enquiry. Thus in England it has been so usual to endorse on a conveyance a receipt for purchase money that the absence of it causes suspicion, and is sufficient to put on enquiry as to whether the purchase money in fact has been paid.

The question is, whether this doctrine is as of course applicable in all cases here, even though it should be shown affirmatively that at the period in question it was not usual to endorse receipts, or that at any rate the custom was not so universal as that its non-observance should give rise to suspicion.

We are not aware of any reported case wherein it has been held here that the absence of the receipt is constructive notice, and if it has been so held we do not understand why such a case is not reported; we are told, however, it has been so held. On the other hand we are aware of a decision in the Privy Coun-