

A correspondent calls attention to a matter which we submit as a suggestion to the reporters of the various courts of the Province. Our correspondent thinks it would be a valuable aid to a rapid perusal of the cases if the final judgments of the courts were more clearly pointed out and dissenting judgments unequivocally indicated. Every practitioner, he says, remembers the vexation of wading carefully through the arguments and conclusions of some learned judge only to find that they did not commend themselves to the majority of the court. It would entail no extra labour on the editors of the reports and would be most useful to the profession if the judgment of the court were indicated by the word "judgment" repeated in the margin of every page, and dissenting opinions by the word "dissenting" in the same manner. This was the practice in many of the older English reports, and it is suggested that it might be done with advantage to-day.

An ecclesiastical court in the Province of Quebec has recently pronounced a marriage of a Roman Catholic with a Protestant, performed by a Unitarian minister, to be no marriage according to ecclesiastical law, although it is certainly a valid marriage according to the law of the land: see Code Civile, s. 129. It is a pity that ecclesiastical and secular law should come in conflict, and that the one should pronounce that to be unlawful which the other declares to be lawful. Where, however, this conflict arises, the ecclesiastical sentence can have no weight except in foro conscientiae, and although the ecclesiastical court may say the parties are not married, yet the rights, duties and obligations of the contract and the penalties for evading it which the law declares to have been lawfully made, will attach to the parties to the contract no matter what the ecclesiastical court may say. The parties may refuse marital intercourse, and no secular court, of course, can compel it, but the secular court may visit either party with any legal penalties which they may incur by the violation of the contract. If either party marry in the lifetime of the other, without a divorce a vinculo having been first obtained, he or she would be guilty of bigamy and liable to the consequences. If the husband refused to support his wife, he might be visited with the punishment attaching to that offence, and he would be liable for necessities supplied to her. It is said that a judge of a civil court, before whom an action by the wife against her husband for maintenance came on to be