tract: *Mills* v. *Chilton*, 1 Rob. 684. Lord Hannen said: "Very many serious difficulties arise if marriage be regarded only in the light of a contract. It is, indeed, based on contract of the parties, but it is a status arising out of a contract." *Sottomayer* v. *DeBarros*, 5 P.D. 94.

The late President Sir Charles Butt said, in the case of *Andrew* v. *Ross*, 14 P.D. 15, that "the principles prevailing in regard to contract of marriage differ from those prevailing in all other contracts known to the law." It is not necessary to enumerate all those differences. The most striking of them are familiar. The parties who contract a marriage cannot at their will dissolve it. Excepting for the moment such fraudulent concealment or misrepresentation as is alleged in the present case, no fraudulent concealment or misrepresentation enables the defrauded party who has consented to it to rescind it. Incapacity to consent arising from mental weakness is a fatal objection, not only if urged by or on behalf of the person unable to consent, but if put forward by the capable party to the contract: See *Hunter* v. *Edney*, 10 P.D. 98; *Durham* v. *Durham*, *ibid*, p. 80. Again, if both parties to the contract knowingly and wilfully marry without compliance with the law as to publication of banns, either can have the marriage declared null: *Andrews* v. *Ross*, 14 P.D. 15—a state of the law which drew from the late president the observation above quoted. I do not mean that, regarding marriage as a contract, explanations more or less far-fetched might not be given of these peculiarities, in order to force the law of marriage into line with the law of ordinary civil contract, but English courts have not resorted to these expedients, and while not taking a pedantic objection to the use of the term contract as applied to marriage, they have been content to recognize characteristic peculiarities in the nature and incidents of the marriage contract.

The result is that the English law of the validity of marriage is clearly defined. There must be the voluntary consent of both parties. There must be compliance with the legal requirements of publication and solemnization, so far as the law deems it essential. There must not be incapacity in the parties to marry, either as respects age and physical incapacity, or as respects relationship by blood or marriage. Failure in these respects, but I believe in no others (I omit reference to the peculiar statutory position of the descendants of George II.), renders the marriage void or voidable. It has been repeatedly laid down that a mar-