words "shall be guilty of any act which would entitle" the husband "to obtain a dissolution of the said marriage" meant no more than "shall commit adultery;" that the parties must have meant that the deed was to become inoperative, in so far as it was beneficial to the plaintiff, if she did not remain chaste.

If adultery was what was meant, the well-known dum casta clause which commonly forms part of separation deeds and of divorce decrees should have been inserted. See Ollier *v.* Ollier, [1914] P. 240.

It is idle to contend that adultery "entitles" husband or wife to a dissolution of the marriage in this Province. Nothing entitles any one to such a divorce. A new law must be made before any such divorce can be had, and there is just as much legislative power to make such a law for any other cause, or for no cause, as to make it for adultery.

To sustain the defence, it was incumbent on the defendant to prove that he was "entitled to a dissolution of the marriage," and that he had not done.

It was said that, as the deed provided for two cases, the one dissolution of marriage and the other entitled to dissolution of marriage, the Court was bound to give some effectual meaning to the latter case different from that attributable to the former—and no other reasonable meaning could be attributed to the later words than "or if the wife shall commit adultery." But the later words plainly carry a meaning, and can have an effect different from the earlier, as, for instance if the parties should become domiciled in a country the laws of which would entitle him to a dissolution of the marriage on the ground of adultery or on any other ground.

MASTEN, J., agreed in the result. He pointed out that the later clause was not meaningless. Assuming that an application were made for a divorce, and that Parliament declared the applicant entitled, the ascertainment that he was so entitled would relate back to the time when he became so entitled.

RIDDELL and LENNOX, JJ., concurred.

Appeal dismissed with costs.