

"the *exclusive* legislative authority of the Parliament of Canada," such, for instance, as —

" 2. The regulation of Trade and Commerce.

" 10. Navigation and Shipping.

" 12. Sea Coast and Inland Fisheries.

" 21. Bankruptcy and Insolvency.

" 26. Marriage and Divorce."

Here, clearly, it is obvious, that if Parliament has the exclusive right of legislating, for instance, on *all* matters connected with the regulation of trade and commerce; shop, saloon and other licenses, as named, as subjects, would come within the wide field of all matters relating to the regulation of trade. So, again, legislation on Trade and Commerce; on Navigation and Shipping; on Sea Coast and Inland Fisheries, and on Bankruptcy and Insolvency, would be not only virtually, but absolutely, impossible, without interfering with Property and Civil Rights, or one or other of these subjects. And, on the other hand, if the Legislatures could *exclusively* legislate on all matters within Property and Civil Rights, they would be able to legislate exclusively, on about *all* matters; and Parliament would be unable to legislate at all. So, again, if all matters connected with Marriage were within the legislative power of Parliament, that, necessarily, would include the Solemnization of Marriage as well. To have left the powers of the two legislative bodies in such an utterly irreconcilable state of antagonism, would have been quite too absurd; and to obviate this, there were certain provisions made at the beginning and end of the 91st section of the Act. It is in the somewhat involved language used in these provisions, and in the failure to give due force to that language that

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in the construction of the Act has arisen.

It will be necessary now to examine these clauses.

We will first consider the language at the close of the 91st section, and which has been the subject of misapprehension by very many; among whom, as hereafter will be more specifically shown, may be mentioned, *Mr. Loranger* in his pamphlet; *Judge FISHER* in two cases; *Mr. Blake* in the Mercer-Escheat case; and, still more surprising, by the Privy Council; *SIR MONTAGUE E. SMITH* delivering the judgment, in *Parsons v. The Citizens Insurance Co.*, L. R., 7 App. Cas., at p. 108.

The language of the clause referred to, is:—