cise of his bodily freedom, both as a reason for waiver and as a cause of forfeiture. Not that the mere fact of being drunk amounts to a waiver in itself of the right to bodily freedom, but the law provides that the habitual drunkard may, for the space of twelve months at the most, sign away his liberty for the purpose, if possible, of accomplishing the cure of his degrading habit. This provision is made by the Inebriates Acts, 1879 and 1888. Under those statutes are habitual drunkards, that is to say, a person who, not being amenable to any jurisdiction in lunacy, is, notwithstanding, by reason of habitual intemperate drinking of intoxicating liquor, at times dangerous to himself or to others, or incapable of managing himself and his affairs, may be admitted into a duly licensed retreat, on his own application, for a specific time not exceeding a twelvemonth, and be detained there against his will, and compelled to conform to the rules of the place. The statutes contain precautions against the misuse of this curtailment of the liberty of the subject by requiring, first, that the application for admission shall be accompanied by the statutory declaration of two persons that the applicant is an habitual drunkard, and, secondly, that the signature of the applicant shall be attested by two justices of the peace, who must previously satisfy themselves that the applicant is an habitual drunkard, and must explain to him the effect of his application, and see that he understands its effect. As a cause of forfeiture of the right to bodily freedom, drunkenness probably stands on much the same footing at common law as madness. It is probable that any person may justify at common law such restraint of a drunken man as may be necessary for preventing him from doing an injury to himself or to others if there is reasonable cause to believe that such injury will be done.

To proceed to the consideration of the legal effects of drunkenness in regard to domestic relations. It happens, even frequently at the present day, that parties appear for the purpose of contracting marriage, the source of all domestic relations, whilst under the influence of drink. One of the reasons why the canons of the Church formerly required that marriages should be solemnized between the hours of eight in the forenoon and twelve noon was in order to avoid, to some extent, the giving opportunity for such scandalous exhibitions. And though now, indeed, the hours have been extended by statute (49 & 50 Vict., c. 14) to any time between eight in the forenoon and three in the afternoon, in reliance upon improvement in habits of social decorum, it still happens too frequently, especially in the lower ranks of the people, that the bridegroom is more or less drunk. A case of the kind quite recently gave rise to a question and answer in this paper. (*Ante*, p. 492.) It is said in a modern text-book that drunkenness at the time of the marriage may or may not be a ground for nullity; and it depends upon the circumstances surrounding the inception of the contract whether the results flowing from it are or are not modified by them. A person intoxicated, though not absolutely dead-drunk, may enter into a valid contract, provided fraud and trickery were not used to accomplish it. (*Gore* v. *Gibson*, 13 M. & W. 623.) Drunkenness producing *delirium tremens* from time to time, but not proper or permanent insanity, does not throw upon those who desire to support the marriage the burden of proof that the person so affected was capable