

and may ask the Court to silence her. She may answer the charge by denying the boasting, by setting up a marriage, or by pleading his permission to assume the character of wife. It has rarely been resorted to in England in modern times, and never in Canada or the U.S.A.

So much for the grounds for declarations of nullity as they are generally recognised at present. Are these grounds too broad or too limited, and are they the only grounds which should be recognised? Should legislation be passed abolishing some of the existing grounds? At the basis of these questions there lies—and always in the past has lain—the desirability of releasing the person from an unhappy contract which was never contemplated or understood, of limiting the number of children of an undesirable physical type which are brought into the world, of limiting the number of children declared to be illegitimate, and of limiting the type of immorality which enters into marriage, thinking that when tired of it, it can easily be annulled. Cases discussed above under the heading of consent would appear to be ones which should be annulled only if action is brought before the marriage has been confirmed by the acts of the injured party which would be within a reasonable time after the error, or duress, etc., has ceased; but if brought within such time, then even though the marriage has been consummated before the error, duress, etc., ceased. The action should lie only at the instance of the injured party; the marriage should be voidable not void. Since ignorance of the law can never be a defence, since the question is also one of crime, and since the State is presumed to punish all crimes of which it has knowledge, the non-observance of the formalities provided by law for marriage should be ground for annulment only at the instance of the Crown, except when the ignorance is one of fact only and not law, in which case the party acting in such ignorance should be able to bring an action. It would appear to be advisable in most cases in the interests of legitimacy for the Crown to compel the parties to go through a properly binding marriage ceremony, and in fact it would be wise if as well either party could take action to compel the other to complete the contract in regard to form. The classes under the heading of capacity are slightly more complex as regards estimation, and can probably best be considered under headings.

*(To be continued in May issue)*