poor Maggie and her friends: *Stewart* v. *Robertson*, 2 H. L. (Sc.) 494.

It seems pretty clear, however, that in the state of New York no religious form or ceremony of any kind, nor, in fact, any formality, except the agreement itself, is essential to the validity of a marriage. Any agreement made in the present tense between persons of the opposite sexes, capable of contracting, whereby they assume toward each other the marital relation, is actually a marriage. It need not be in writing, nor need any witness be present. And it may be proved as any other contract; and when proved to the satisfaction of a court of justice, it constitutes a lawful marriage: *Bissell* v. *Bissell, supra; Van Tuyl* v. *Van Tuyl*, 8 Abb. N. Y. Pr. (N. S.) 5. The service of both priest and magistrate may be dispensed with: *Wright* v. *Wright*, 48 How. Pr. 1. Out in Mississippi, too, it has been decided that to constitute a legal union nothing more is needed than that, in language which both of the contracting parties understand—be it English, Irish, or Dutch—or in words declaratory of their intention, they accept one another as man and wife, and if the words used do not, in their ordinary meaning or common use, "conclude matrimony," yet if the man and woman intend marriage, and their intent is sufficiently manifest, they become inseparably welded together until, as Samuel Smetes says, ill-cooked joints and ill-boiled potatoes, calling in the aid of a divorce court, put them asunder. Their consent to enter into the holy state may be expressed either in writing or orally: *Dickenson* v. *Brown*, 49 Miss. 357; *Rundle* v. *Pegram*, id. 751.

So, in Pennsylvania, in the present tense, (one sees now, what one prehaps never saw before, the advantage of the study of grammer) uttered for the purpose of effecting a matrimonial alliance, is all that is required. No particular form of solemnization before officials of either Church or State is needed: *Commonwealth* v. *Stamp*, 53 Penn. St. 132. The law among among the dwellers in Alabama is similiar, to all intents and purposes: *Campbell* v. *Gullatt*, 43. Ala. 57. In Michigan, too, if persons agree to take each other for husband and wife, for better, or worse, at once without any pomp or ceremony, or show, that may be pleasing to human nature, and from thenceforth live together, the Gordian knot is fairly tied, only death or some heartless divorcer can cut it: *Hutchins* v. *Kimmell*, 31 Mich. 127.

People who quote Latin, and know a little more of that classic tongue than "e pluribus unum," "excelsior," "sine qua non," "compos mentis," "et cætera," and agree in the correctness of the law, as stated in these last-mentioned cases, express the principle enunciated in them, with the aid of their little Latinity, as follows: Marriages made *per verba de presenti, vel per verba de futuro, cum copula*, are lawful. And this being interpreted means, that a marriage contract entered into by words signifying the intention of having a wedding then and there, and the couple immediately separating, and one entered into by words expressive of a determination to have a marriage some day or other, followed by the parties dwelling together in amity, are as valid and as binding as if made in the presence of the church.

It has, however, been expressly held in Maryland, that some religious ceremony must be added to the civil contract: *Denison* v. *Denison*, 35 Md. 361. On the Pacific coast the contract must be declared before a person duly authorized to take such declarations, and in the presence of a couple of witnessess: *Holmes* v. *Holmes*, Abb. U. S. 555. And a Massachusetts judge said that a marriage which was merely the effect of a mutual engagement between the parties, or solemnized by any one not legally empowered to do so, is not valid, nor is it entitled to the incidents of a marriage duly performed: *Milford* v. *Worcester*, 7 Mass. 48. In England no wedding is perfect unless made in the presence and with the intervention of a minister in holy orders, or other person authorized by statute; and so it is in Canada.

Whether there is a ceremony or not, intention being an all-important ingredient in this as in all contracts, it follows, notwithstanding novels and sensational stories to the contrary, that a marriage ceremony performed in jest does not make the pair husband and wife, even though a genuine J. P., who did not know whether he was tying the nuptial knot in joke or in earnest, officiated at the ceremony: *McClary* v. *Terry*, 21 N. J. Eq. 225.

Ladies, to whom appertain the privilege