

the intention was that they were to be married. The intention in that, as in other contracts, is very important. There is no question then of the validity of the marriage. It is not alleged in the evidence, or by any person whom I have heard say anything about it, that there was any defect in the marriage bond. If there was no defect in the marriage bond we must take that ceremony for all purposes to have been a valid marriage. If it was a valid marriage, before there is any competency to come to this court for relief there must be a violation—there must be what my learned friend has adverted to—I will call it a matrimonial offence, to give jurisdiction in this House unless we violate all the precedents and practice of this House and of the British Parliament on this subject. There are, therefore, two points to be looked at. First, was there a valid marriage? There is no contesting that. Then, if there is no matrimonial offence against that marriage there is no right to come before this court, any more than under any other civil contract. Is this House going to establish a precedent by allowing any two who chose to take a course like this to ask Parliament to arbitrate for their relief? I trust not. I hope the inclination of this House is not to enlarge the sphere of interference with marriage contracts. I can find no case that would be a precedent for this particular case. There are lots of cases in the books of mock marriages—marriages brought about in mirth, and in fun. Such marriages will not be allowed to stand when it is the intention of the parties that they should not. That is the distinction; but where the intention of the parties is clearly established, that there was an intention of marriage, and that there was a marriage, the matter is different—you cannot set aside such a contract. "It is remarkable," says Bishop, on Marriage and Divorce, "that this question has received very little judicial elucidation in this country. Among the follies with which people are sometimes chargeable are mock marriages. Now, if two persons, after going through with a sufficient ceremony, are therefore married, though neither of them intended to be, no subsequent mutual disregard of the bond can undo it." Now, that is very strong. Then, speaking of intention, which is so clearly expressed here, he says: "On this subject" (that is, of mock marriages) "however, there is a

late New Jersey case which is quite distinct and satisfactory. It was there laid down that intention is an essential ingredient of the contract of present marriage, the same as in every other contract; consequently, the marriage ceremony that is gone through in jest does not make the parties husband and wife, and it is so, even though the ceremony is conducted by an official person, authorized to perform the ceremony." Now, the language of this applicant is that there was an intention to get married. Of course, of that there can be no question at all. There was a marriage, and there is no offence against that marriage: and why, I ask, should it come into this House any more than any other civil contract? I have no doubt at all that the leader of the Government will take good care to give us his view of this case, and will not lend any assistance towards making it a precedent for the House to be troubled with such cases in the future.

HON. MR. DICKEY—As I was chairman of the committee at the time the evidence was given in this case and the counsel were heard, it may be expected that, as a matter of duty, I should express what my view of the case is. I confess, after listening to my hon. friend from Lunenburg, that I found it difficult to understand exactly where he was, for my hon. friend from Hamilton (Mr. Sanford) had moved the adoption of the report, and if I recollect, rather from the effect of what he said than his words, the hon. gentleman from Lunenburg is opposed to it.

HON. MR. KAULBACH—In my official capacity as chairman of the committee, I presented the report. I did not move its adoption.

HON. MR. DICKEY—Then, I am right in concluding that my hon. friend is against the report; but he has not given us any indication of how the report came to be adopted, the chairman being against it. However, with regard to one principle he has enunciated, I entirely concur, and that is the principle that where there has been a valid marriage between parties competent to make the contract that marriage should not be voided, save for adultery. In the next place, there is another principle involved, that a marriage