

religion when properly understood? How much of this cruelty was due to a real, though mistaken, zeal for what was regarded as truth, and how much to a desire to enforce a system of spiritual tyranny and terrorism, who can tell?

Ever since the seventeenth century forces have been at work in England and among all English speaking people, which have materially modified the administration of the law in this respect. Toleration of all religious opinions which do not conflict with decency and public morality has also become a part of the law of the land; and this toleration, to be effective, must involve as a necessary consequence the right to advocate beliefs and doctrines contrary to the Christian religion. This changed condition of things has involved a change in the attitude of the courts to those who publicly advocate beliefs and doctrines contrary to Christianity. Provided they do so with some regard to morality and to a decent respect for the religious feelings of others, and has brought us back very far to the primitive condition of things.

Hence it has come to pass that greater latitude has of late years been allowed to the publication of books attacking the Christian faith, but although this may be done without fear of temporal punishment if the ordinary rules of decent argument are observed, it would be quite a mistake to assume that what may be done with impunity is nevertheless a lawful act in contemplation of law. As was said by Bramwell, B., in *Cowan v. Milbourn*, L.R. 2 Ex. 236: "A thing may be unlawful in the sense that the law will not aid it, and yet the law will not immediately punish it." And this distinction is not one of no importance, but may be found at times a sufficient ground for the avoidance of contracts. Thus, in *Cowan v. Milbourn*, the defendant contracted to let a room to the plaintiff for the purpose of delivering lectures which the defendant subsequently discovered were an attack on the Christian religion, and he then refused to allow the room to be used for that purpose by the plaintiff; and it was held that the purpose for which the room had been hired by the plaintiff was illegal, and the contract