

followed by consummation though not solemnized *in facie Ecclesie* of the same effect as formerly, and therefore a good ground for nullifying a subsequent marriage. By the statute 2-3 Edw. 6, c. 23, the 32 Hen. 8, c. 38, in so far as it abolished the legal effect of pre-contracts was repealed, and the law in regard to pre-contract as it stood before the passing of that statute, was restored, and the King's Ecclesiastical Judge was empowered to give due effect to such pre-contracts; but the Imperial Statute of 1753, 26 Geo. 2, c. 33, s. 13, commonly known as "Lord Hardwicke's Act" or "the Marriage Act," finally took away from the Ecclesiastical Courts in England all power to give effect to pre-contracts.

The legal effect formerly given to pre-contracts possibly accounts for the fact that actions for breach of promise of marriage were unknown to the law prior to the reign of Charles I., as it seems evident in earlier times the remedy would be in the Ecclesiastical Court to compel solemnization of the contract *in facie ecclesie*.

It may be useful to consider how far, if at all, the English Marriage Act of 1753, is in force in Ontario. It may be noted in the first place that it has no operation *ex proprio vigore*, its application out of England is expressly negatived by the Act itself; if therefore it has any operation in Ontario it must be due to the fact that it has by Provincial legislation been made part of the law of Ontario. The Constitutional Act of the first Parliament of Upper Canada (32 Geo. 3, c. 1) which provided that in all matters of controversy relative to property and civil rights resort shall be had to the laws of England as they stood on 15th October, 1792, seems