

Audi alterem partem is a good saying, and especially so in a legal journal. The *Winnipeg Sun* makes a lengthy extract from the article of F. C. W. in our number for February 1, on the subject of "Legal Aspect of Disallowance in Manitoba," and says that it "affords them satisfaction to see the provincial side of the question so clearly set forth in such a publication as the CANADA LAW JOURNAL." G. W. W. concludes the discussion in a replication contained in a letter which we publish in this number. There is not much more to be said about the question involved than has been recently given to our readers.

INSANITY IN ITS RELATION TO MARRIAGE.

PROPOSITION I.—The contract of marriage is an engagement between a man and a woman to cohabit with each other, and each other only.

Authorities: (1) *Harrod v. Harrod*, 1 K. & J. 4, 1854, per Page Wood, V. C.: "The contract itself, in its essence, independently of the religious element, is a consent on the part of a man and a woman to cohabit with each other, and with each other only. They are married if they understand (by the religious ceremony) that they have agreed to cohabit together, and with no other person." (2) *Durham v. Durham*, 10 P. D. 80, 1885, per Sir James Hannen: "It appears to me that the contract of marriage is a very simple one, which it does not require a high degree of intelligence to comprehend. It is an engagement by a man and a woman to live together and love each other as husband and wife to the exclusion of all others."

Illustration: M. H., the validity of whose marriage was at stake, was deaf and dumb; had never been taught to talk with her fingers, and could neither read nor write. She was very dull of comprehension, and only those intimately acquainted with her could make her understand their meaning. She did not know the value of money. The conduct of M. H. was, however, perfectly proper; there was nothing in her appearance or demeanour indicative of imbecility; she was living in the same house with married people before her marriage, understood their relationship, and accepted the duties of a wife in her own case. The marriage of M. H. is valid: *Harrod v. Harrod*.

PROPOSITION II.—Such an engagement cannot be entered into by any one who is at the time prevented by natural weakness of mind, or by improper circumvention or pressure, from understanding its nature and deliberately accepting its effects.

Authorities: (1) *Durham v. Durham*, 10 P. D., per Sir James Hannen, at p. 82: "I accept for the purposes of this case the definition (of soundness of mind) which has been substantially agreed upon by counsel, viz., a capacity to understand the nature of the contract, and the duties and responsibilities which it creates. . . . A mere comprehension of the words of the promise exchanged is not sufficient; the mind of one of the parties may be capable of understanding