The contract is equally invalidated "by a false report of threats, *if it were made under a belief of their truth.*" (Id., Art. 1846, 1847.)

The same principle has been recognized in *Hawes* v. *Marchant*, 1 Curt. 136; *Kelsey* v. *Hobby*, 16 Pet. 269; and in the Pennsylvania case of *Gillett* v. *Ball*, 9 Barr, 13, where the fact that a note was given under duress in settlement of a charge like that preferred against this libellant was held to be a full defence. Indeed, the authorities upon this point might be almost indefinitely multiplied, for wherever the voice of the law has been heard, no man has been held to a contract extorted from him by force.

So, too, fraud has always been deemed the equivalent of force and as equally operative in annulling a compact obtained through its agency. So sternly has this principle been applied, that it has been wisely extended to fraud arising from facts and circumstances of imposition. In *Neville* v. *Wilkinson* (1 Bro. Ch. R. 546), Lord Chancellor Thurlow remarked; "It has been said, here is no evidence of actual fraud on R. but only a combination to defraud him. *A court of justice would make itself ridiculous if it permitted such a distinction.* If a man upon a treaty for any contract, will make a false representation, by means of which he puts the party bargaining under a mistake upon the terms of the bargain, it is a fraud. It misleads the parties contracting on the subject of the contract."

The rule has been applied in all its rigor even where the misrepresentation was innocently made by pure mistake. (1 Story's Eq., s. 193, cases cited, note 2.) And a contract of partnership was recently set aside in England upon this principle, although the defendant was free from fault, and the plaintiff had been guilty of laches. in not examining the books for four years (*Rawlins* v. *Wickham*, 28 Law J. Rep. Chan. 188; 3 De Gex and Jones, 304; 1 Giffard, 355).

In a still more recent case, a wife having been guilty of adultery, in order the more easily to carry on the illicit intercourse, induced the husband (who was ignorant of her crime) to execute a deed of separation, whereby he covenanted to pay her an annuity and to allow her to live separate. The adulterous intercourse was continued, discovered by the husband, and a divorce was obtained. The husband then filed a bill to set aside the deed of separation. It had not been obtained by any misrepresentation, and the Vice-Chancellor dismissed the bill. But the Lord Chancellor reversed the decree below, and held, that the deed must be set aside, on the principle that none shall be permitted to take advantage of a deed which they have fraudulently induced another to execute. *Evans* v. *Carrington*, 30 Law J. Rep. Chan. 364; 2 *De Gex, Fisher and Jones*, 489; 1 Johnson and Hemming, 598.

It must be plain, therefore, that if this proceeding were a bill in equity to set aside a note or bond obtained from this libellant under the circumstances presented by this record, we should be compelled to order its cancellation. It remains only to be seen whether the contract of marriage is an exception to the general principle. Mr. Bishop informs us that there is no difference in this respect between marriages and other contracts. He says, "Where a consent in form is brought about by force, menace or duress, a yielding of the lips but not of the mind, it is of no legal effect. This rule, applicable to all contracts, finds no exception in marriage." Bishop on Marriage and Divorce, s. 210. He cites in support of this a number of decisions, and amongst others the leading case of *Harford* v. *Morris*, 2 Hag. 423, where the guardian of a young school girl, having great influence and authority over her, took her to the continent, hurried her there from place to place, and married her substantially against her will. The marriage was held to be void.

So, too, in the Wakefield case, the marriage of Miss Turner was set aside by Act of Parliament. The fraud there employed was the representation of her father's bankruptcy, and that the only escape for her parent was her marriage with one of the conspirators.

The law has not always been so favorably applied where the man was the injured party.

In *Jackson* v. *Winns*, 7 Wendell, 47, Enoch Copley had been arrested under the Bastardy Act. He was taken to the house of the father of the prosecutrix, and from thence he went in company with her, her parents and the constable, to the office of the Justice, who performed the marriage ceremony, although the *groom refused to take the hand of the bride and said nothing*. It was insisted that there was no consent, and that there was duress, but the Supreme Court of New York sustained the legality of the marriage, declaring, that they could "not say that the mere circumstances that Copley had involved himself in difficulty with the Overseers of the Poor, and that he took the step he did with some reluctance, were enough to show that he did not yield his full and free assent to the marriage solemnized before the Justice."

Mr. Bishop, commenting on this and other cases, says (s. 212), "Perhaps the result would be otherwise if the arrest were under a void process; and a doubt may be entertained, whether it would not be, if shown to be both malicious and without probable cause."

This doctrine is fully sustained by the case of *James* v. *Smith*, where Judge Dewey, of the Supreme Court of Massachusetts, declared a marriage null and void which had been solemnized whilst the libellant was in custody upon a charge similar to that preferred in this case. Bishop, s. 213, note. It is true, the arrest of James was without warrant, and that there can be no duress in lawful imprisonment. *Stauffer* v. *Latshaw*, 2 W. 167; and *Winder* v. *Smith*, 6 W. & S. 429; but no court could pronounce the duress lawful which was the result of a warrant obtained by a false information.

In *Scott* v. *Shufeldt*, 5 Paige, 43, Chancellor Walworth said, that the statute authorizing the court to annul a marriage when the consent was obtained by force, was never intended to apply to a case where the putative father of a bastard elects to marry the mother instead of contesting the fact. But he yet decreed that the marriage was null, because, the parties being both white, and the child being a mulatto, it was evident that the complainant had been made the subject of a gross fraud.

It will be seen, that in *Jackson* v. *Winns*, and *Scott* v. *Shufeldt*, there was no solicitation of