

riage: see *Reg. v. Millis*, 10 Cl. & F. 534. In France also, from the time of Charlemagne (A.D. 800), the temporal law also enjoined that marriage should be solemnized *in facie ecclesiæ*; but there was this material difference between the temporal law of England and France, for whereas in England the omission of the solemnization in the face of the Church would render the marriage devoid of civil effect, in France the omission would not invalidate the marriage but merely expose the parties to spiritual censure and discipline: see *Pothier Traite du contrat de mariage*, Pt. IV. s. 3.

*Pre-Contract.*

A marriage contracted by the parties themselves without the intervention of a priest, having thus a potential validity, and being, as we have seen, sufficient if established to invalidate a subsequent marriage of either of the parties to anyone else,—was a fruitful source of trouble and litigation. It was as against any subsequent, or attempted marriage, termed a “pre-contract,” and, as appears by the recital in the statute of 32 Hen. 8, c. 38, it was an occasion of much evil and injury to innocent persons.

At the time of the Reformation the legal effect of a pre-contract was in England very considerably modified by the statute 32 Hen. 8, c. 38, which expressly provided that every marriage between lawful persons and solemnized in the face of the Church should be deemed lawful and indissoluble “notwithstanding any pre-contract or pre-contracts of matrimony not consummate with bodily knowledge.” But this left pre-contracts which had been