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B B

BILL.

An Act for the divorce of Miles B. Stennett from
Laura E. Steele.

First Reading, Wednesday, May 13, 1857.
Second Reading, Thursday, May 28, 1857.

500 copies.

Hon. Mr. PATTON.

Leader Steam-Press PrintToronto.

B. B.

BILL.

An Act for the Divorce of Miles B. Stennett from Laura E. Steele.

WHEREAS Miles B. Stennett, now of the City of Hamilton, in the County of Preamble.
Wentworth, Surgeon Dentist, hath by his Petition humbly set forth, that he and Laura E. Steele, on the thirteenth day of January, one thousand eight hundred and forty-four, intermarried, at the Township of Georgina, in the then
5 Home District, in the now County of York, in that part of this Province formerly Upper Canada; that the said internarrriage was duly solemnized according to the laws of this Province, and that he and the said Laura E. Steele thence continued to live together as husband and wife for a considerable period of time; that at and previous to the first day of May, one thousand eight hundred and fifty-one, he and
10 the said Laura E. Steele were resident at the Village of Kemptville, in the then Johnstown-District, the now United Counties of Leeds and Grenville; that on or about the second day of May, one thousand eight hundred and fifty-one, the said Laura E. Steele, without his knowledge, consent, or privity, left him and abandoned her said home, and departed from this Province into the State of New York, one of
15 the United States of America, and disregarding her marriage vow, thereupon committed adultery at divers times and places, and with divers persons; and especially between the second day of May and the first day of June, one thousand eight hundred and fifty-one, with one Augustus Brandon, at Oglensburg, in the County of St. Lawrence, and in the said State of New York, and that she the said Laura E.
20 Steele, at divers times and places, committed adultery with the then Reverend Harvey McAlpine, at Kemptville aforesaid, and at divers times between the first day of June and the first day of July last, at Morristown, in the said State of New York; that the said Miles B. Stennett forthwith on the discovery of the said adultery of the said Laura E. Steele, commenced proceedings in the Supreme Court
25 of the said State of New York, against her for the purpose of obtaining a Divorce *a vinculo matrimonii* of and from her, and that thereupon at a Special Term of the said Court, holden on the seventeenth day of July, one thousand eight hundred and fifty-two, it was adjudged by the said Court that the marriage between him and the said Laura E. Steele should be, and the same was thereby dissolved, and that the said
30 Miles B. Stennett and Laura E. Steele should be respectively freed from the obligations thereof, and that it should be lawful for the said Miles B. Stennett to marry again in the same manner as though the said Laura E. Steele were actually dead, but that it should not be lawful for the said Laura E. Steele to marry again until he the said Miles B. Stennett was dead; and that the said Laura E. Steele hath ever since
35 the said second day of May, one thousand eight hundred and fifty-one, continued to live apart from the said Miles B. Stennett; and whereas he the said Miles B. Stennett hath humbly prayed that he might be divorced by the Parliament of this Province *a vinculo matrimonii* from his said wife;

AND WHEREAS the said Miles B. Stennett hath made proof of the facts above
40 recited, and it is expedient that the prayer of the said Petitioner should be granted;

THEREFORE Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:—

Marriage dissolved.

I. The said Marriage between the said Miles B. Stennett and Laura E. Steele his wife, shall from henceforth be null and void, and the same is hereby declared, adjudged and enacted, to be null and void, to all intents and purposes whatsoever. 5

Miles B. Stennett may marry again but Laura E. Steele may not.

II. It shall and may be lawful for the said Miles B. Stennett, at any time hereafter to intermarry with any other woman with whom he might lawfully marry in case the said marriage had not been solemnized, but it shall not be lawful for the said Laura E. Stennett (formerly Steele) to intermarry with any other person during the lifetime of the said Miles B. Stennett. 10

Issue of marriage declared legitimate.

III. Nothing herein contained shall extend or be construed to extend, to affect the legitimacy of Lucy Cummings Stennett, issue of the said Miles B. Stennett and his said wife Laura E. Steele, but the said Lucy Cummings Stennett is to all intents and purposes legitimate, and her rights and the rights of her heirs, as respects their and each of their capacity to inherit, have, hold, 15 enjoy and transmit, all and all manner of property, real or personal, of what nature or kind soever, shall remain the same as they would have remained to all intents and purposes as if this Act had not been passed.

Issue of future marriage of Miles B. Stennett will be legitimate.

IV. Provided always, that in case the said Miles B. Stennett shall intermarry with any person or persons with whom it would have been lawful for him to 20 contract matrimony if he the said Miles B. Stennett had not intermarried with the said Laura E. Steele, and have issue born to him, the said issue so born shall be and are hereby declared to be to all intents and purposes legitimate, and the rights of them the said issue and each of them, and of their respective heirs, as respects their and each of their capacity to inherit, have, hold, enjoy and transmit all and 25 all manner of property, real or personal, of what nature or kind soever, from any person or persons whomsoever, shall be and remain the same, as they would have been, to all intents and purposes whatsoever, as if the marriage between the said Miles B. Stennett and Laura E. Steele had never taken place.

Proviso;

V. Provided also that nothing herein contained shall extend or be construed to 30 extend to invalidate any act, matter or thing by the said Laura E. Stennett (formerly Steele) lawfully done during the period of her coverture, and before the said first day of May, one thousand eight hundred and fifty-one.

Public Act.

VI. This Act shall be deemed a Public Act.