

ficient evidence of the assent of the party; *Kame's Pri. Equi. b. 1, pt. 1, s. 4*; 2 *Sugd. Pow.* 97; 1800, *ch. 54*; 1801, *ch. 53 and 96*; 1802, *ch. 37*; 1805, *ch. 68*; 1807, *ch. 5*; or, it may, without injuriously affecting the interests of any one, but for the benefit of all, authorize a sale, a settlement, or the disposition of an estate to be confirmed or made, which was impracticable, according to the established rules of law, by reason of the infancy, *Blois v. Hereford*, 2 *Vern.* 501; *Attorney-General v. Day*, 1 *Ves.* 224; *Taylor v. Philips*, 2 *Ves.* 23; *Hearle v. Greenbank*, 3 *Atk.* 712; 1800, *ch. 54*; 1803, *ch. 72 and 90*; 1819, *ch. 38*; the coverture, *Harvey v. Ashley*, 3 *Atk.* 613; 1802, *ch. 8*; 1813, *ch. 134 and 153*; 1818, *ch. 58*; 1822, *ch. 111*; the lunacy, *Shelf. Lun.* 372; 1784, *ch. 1*; 1805, *ch. 56*; 1809, *ch. 41*; 1821, *ch. 210*, or the alienage, 1800, *ch. 68*; 1807, *ch. 10, 11 and 86*, of one or more of the parties concerned; or it may, without prejudice, authorize the making of leases, 1802, *ch. 40*; or the execution of a power, *Hearle v. Greenbank*, 1 *Ves.* 305; 1826, *ch. 163*; 1827, *ch. 73*; or the making provision for a wife or children, or the selling of estates to pay debts or the like. *Ridout v. Plymouth*, 2 *Atk.* 105; *Buchanan v. Hamilton*, 5 *Ves.* 722; *Wallwyn v. Lee*, 9 *Ves.* 24; *Com. Dig. Tit. Parliament, H. 5*; 1804, *ch. 11*; 1813, *ch. 134*; 1815, *ch. 151*.

A contract of marriage is, in many respects, so highly important in its nature, as not only to involve the interests and happiness of the immediate parties, and to require the free consent of a man and woman who have a perfect bodily (*Sabell's Case, Dyer*, 179; *Bury's Case*, 5 *Co.* 99,) and mental capacity to contract, 1 *Blac. Com.* 439; but it is a contract to which society is a party, and in which it has a deep interest; and on that account it is, perhaps, that a marriage, which has been fairly and legally consummated, cannot be dissolved by a judicial determination, founded on any subsequent breach of its terms, without the consent of the community expressed by its representative Legislature, or by the supreme authority of the State. The Spiritual Court, in England, and some of the Courts of justice of Maryland, have been clothed with authority to determine on the validity of a contract of marriage, yet they cannot divorce from the bonds of matrimony for any cause subsequent to the marriage; for, if there has been a valid marriage those tribunals are not competent to rescind it, so that a
 * sentence of divorce is not so properly a dissolution of the **236**
 contract as a declaration of its original absolute nullity. *Bac. Abr. Tit. Marriage and Divorce, E. 3*; *Ryan v. Ryan*, 1 *Ecclesi. Rep.* 274; *February, 1777, ch. 12, s. 15*. Hence, it seems to have been generally admitted, that the constitutional restriction, which declares that no State shall pass any law impairing the obligation of contracts, does not extend to a contract of marriage, *Dartmouth College v. Woodward*, 4 *Wheat.* 629, 693; and therefore, that the General Assembly may, by law, grant a divorce from the bonds of