

creating some curious legal puzzles. The Act validates marriages of that kind which had taken place before its passing, but provides that the validating of such past marriages is not to interfere with rights acquired by reason of their previous invalidity. In this case a man, before the Act, went through the form of marriage with his deceased wife's sister, and died before the passing of the Act. He had children by his first marriage, and also by the deceased wife's sister. One of the children of the first marriage having died intestate subsequent to the passing of the Act, the question for adjudication in this case was, whether the issue by the deceased wife's sister were entitled to share in his estate as next of kin, with the children of the first marriage, the latter claiming that they alone were entitled, and that they had such a prospective interest in the deceased's estate as was saved by the Act. But Warrington, J., held that the effect of the Act was to validate the marriage as a civil contract, and to make the issue of it legitimate, and that the issue of the first marriage had merely a *spes successionis* prior to the Act, which gave them no actual estate or interest such as the Act intended to protect.

COMPANY — DEBENTURE — CONSTRUCTION — PRINCIPAL PAYABLE "ON OR AFTER" A SPECIFIED DATE — PROVISION TO REPAY DEBENTURES BY LOT — EVIDENCE — INADMISSIBILITY OF PROSECUTOR TO EXPLAIN DEBENTURES ISSUED PURSUANT THERETO — PROVISION VOID FOR REPUGNANCY.

*In re Tewkesbury Gas Co., Tysoc v. The Company* (1911) 2 Ch. 279. The plaintiff's action was brought to recover the amount of a debenture which the defendant company had covenanted to pay on or after January 1, 1898. The debenture, however, contained the following provision. "The debentures to be paid off will be determined by ballot, and six calendar months' notice will be given by the company of the debentures drawn for payment." The company never paid off any debentures, nor held any ballot, but after the 1st January, 1898, the plaintiff gave the company six months' notice to pay off her debenture, and at the expiration of the notice brought the present action. Parker, J., held that in the events that had happened the principal money secured by the plaintiff's debenture was due and payable, and that if the provision regarding payment of the debentures by ballot, meant that the company was never bound to pay off the debenture unless it elected to do so, it was void for repugnancy.