

REVIEW OF CURRENT ENGLISH CASES.

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**NULLITY OF MARRIAGE—DISSOLUTION OF ENGLISH MARRIAGE BY
FOREIGN COURT ON GROUND NOT RECOGNIZED BY ENGLISH
LAW—DOMICIL—CONFLICT OF LAWS—LEX LOCI CONTRACTUS.**

Ogden v. Ogden (1907) P. 107 was a suit for a declaration of nullity of marriage. The defendant, an Englishwoman, had in England married a Frenchman; the marriage had subsequently been dissolved by a French Court for want of the consent of the husband's father which was necessary according to the law of the husband's domicile, but not according to English law. The wife then went through the ceremony of marriage in England with the plaintiff a domiciled Englishman, her French husband being still living. Deane, J., held that the ceremony was null and void and that the French decree could not be recognized as a valid dissolution of the first marriage.

**ANNUITY—DIRECTION TO PURCHASE ANNUITY—DEATH OF AN-
NUITANT BEFORE ANNUITY PURCHASED—RIGHT TO VALUE OF
ANNUITY.**

In re Robbins, Robbins v. Legge (1906) 2 Ch. 648. A testator by his will directed his trustees out of the proceeds of the sale of his estate to purchase in the name of his wife a government annuity of £400 for her life. The wife survived the testator, but before probate had been granted of his will, she died. Her representatives claimed to be entitled to the value of the annuity at the time of the testator's death, and Eady, J., held that they were entitled to such a sum as would at the date of the testator's death, have purchased a government annuity of £400 for the life of the widow.

**COMPANY—INTEREST ON MONEY BORROWED FOR CONSTRUCTION—
PAYMENT OF INTEREST OUT OF CAPITAL.**

In Hinds v. Buenos Ayres G.N. Tramways Co. (1906) 2 Ch. 654, Warrington, J., holds that where a limited company issues debentures to secure a loan for money to be expended on construction works, there is no general rule of law which would prevent the company paying out of their capital account the in-