her property. There were children of the marriage, but in 1845 or thereabouts the lady separated from her husband, went with her children to live with her father in Jersey, and did not return to France. In 1846 the testator died. Eight years afterwards news reached the viscountess that the viscount was dead, and next year she married Mr. Briggs, the present claimant of her money, with whom she and her children went to New South Wales, and lived with until her death in 1879. It appeared that the news of the viscount's death was untrue, and he did not in fact die till 1877. The viscountess made her will in 1878. The money was claimed by Mr. Briggs under the viscountess's will, and by the viscount's children under the French law that their mother could not disinherit them. The first question Mr. Justice Stirling proposed to himself was, What was the lady's domicil? It was by origin English, and French by marriage down to her husband's death. At her husband's death she had been for more than thirty years separated from him and out of France, and for twenty years at the other side of the globe. The intention to give up her French domicil which these acts evidenced was frustrated of its effect so long as her husband lived, but after his death they could not be put out of sight in considering her intention in remaining where she was. Mr. Justice Stirling comes to the conclusion that she had elected a new domicil in New South Wales, or at all events she had abandoned her French domicil, and according to *Udny* v. *Udny*, L.R. 1 Sc. App. 441, her domicil of origin revived without making a fresh choice. These inferences appear to have been justified by the facts, but more difficulty arose in applying them to the case in question. It was argued on behalf of the viscount's children that the effect of the prenuptial contract into which the lady had entered was that the children were entitled to their share according to the law of France, as the husband must have assumed that this would be so when he assented to the contract. This point was little argued; but it seems far from clear whether the law of France on this subject is not positive law, and not a result arising by implication from a contract in which there is a separation of goods. In the former case it would be necessary to show that the lady was a domiciled Frenchwoman when she died; in the latter, that she was bound by the laws of France when she made the prenuptial contract. With regard to her status when she made the prenuptial contract, it seems to have been contended that whatever her status after marriage she had an English domicil before it, and when she entered into the antenuptial contract. But that she was an infant there could be no foundation for that contention; for, after all, the question what law binds is a question of intention, and no one could suppose that the parties could have meant the law of England to apply. The fact of the lady's infancy, therefore, made it necessary, in disposing of the question of any contractual obligation under French law that there might be, to face the question whether in regard to the capacity to contract the law of the domicil governs or the law of the place. Mr. Justice Stirling was asked to discuss *Sottomayor* v. *De Barros*, but he declined to do so. He found it there laid down that the question of personal capacity, whether in the marriage contract or other contracts, depends on the laws of the domicil. It was possible to distinguish *Sottomayor* v. *De Barros* on the ground that the decision applied to a contract of marriage only; but such a distinction would have been merely mechanical, and Mr. Justice Stirling did not make it. He accordingly decided that the law of England, whether in virtue of a domicil by election in New South Wales or by reversion in England, applied, and that the prenuptial contrart, assuming it to have the effect of controlling her power of disposition according to French law, was invalid, having been made when she was a minor.

It might turn out in this case, as in the other, that the facts necessary to be investigated before a domicil can be fixed with precision had not been exhausted. It is possible that the lady's father may have elected a French domicil for her, although we suppose that no such presumption would arise from the fact of an English family living in Boulogne, especially in the year 1839. The important question whether the law of domi-