

PRESUMPTION OF DEATH—PERSON NOT HEARD OF FOR SEVEN YEARS.

In re Rhodes, Rhodes v. Rhodes, 36 Chy. D. 586, the rule laid down in *Re Phene's Trusts*, L. R. 5 Chy. 139, and *Nepean v. Doe*, 2 M. & W. 894, that where a person has not been heard of for seven years, though there is a presumption of law that he is dead, there is no presumption that he died at any particular time within the seven years, but the onus of proving the particular time of death is on the person whose title is founded on death at that time, was re-affirmed by North, J.

FOREIGN LAW—SUCCESSION TO PERSONAL ESTATE—DECISION OF FOREIGN TRIBUNAL—COMITY OF COURTS.

In re Trufort, Trafford v. Blanc, 36 Chy. D. 600, Stirling, J., held that when a foreign tribunal, having jurisdiction in the place of domicile of a deceased person, had adjudicated on the right of succession to his personal estate, the English Courts are bound by, and will follow the adjudication as to personal property in England, to which the deceased died entitled.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—COSTS—DELAY—DAMAGES.

Rowe v. School Board for London, 36 Chy. D. 619, was an action by a vendor for specific performance of an agreement made by the purchaser of land, whereby he agreed as part of the consideration to grant within a given time to the vendor a right of way, and to make a road with sewers leading to other land belonging to the vendor. The purchaser was unable to grant the right of way, or make a road and sewers until long after the time fixed, and in addition to specific performance the vendor also claimed to recover damages, as the vendor's other land had remained unproductive until the road was made. But Kekewich, J., held that although entitled to specific performance of the agreement, the plaintiff was not also entitled to damages, because the agreement in question was governed by the same rule as a contract to sell real estate, and according to the rule laid down in *Bain v. Fothergill*, L. R. 7 H. L. 158, a vendor is not liable for damages for delay unless his conduct is tainted with fraud and bad faith.

DAMAGE—NEGLIGENCE OF PUBLIC COMPANY—ACTION—COMPENSATION—COSTS.

Evans v. Manchester, 36 Chy. D. 626, was an action brought to recover damages from a canal company under the following circumstances:—The plaintiffs were the owners of a mill which had been built on the banks of a canal constructed under an Act of Parliament. In consequence of the working of a coal mine the canal and mill had subsided, and water leaked from the canal into the mill, for which injury the plaintiff sought to recover damages, and an injunction. It was found that the canal company might have prevented the damage, and were therefore guilty of negligence. And it was held by Kekewich, J., that though a company authorized by Act of Parliament were not under the same liabilities as a private person, they were, nevertheless, liable for damages if guilty of negligence, and that the canal company were therefore bound to compensate the plaintiff, but he held that the compensation must be recovered in