

which gives the status, must be domicil in a country which attributes to marriage that effect."

PRACTICE—COSTS—TAXATION—COSTS PAYABLE OUT OF ESTATE.

In *Brown v. Burdett*, 40 Chy. D. 244, Kay, J., adopted the somewhat unusual course of refusing to allow to trustees as against an estate their taxed costs, and directed such sum only to be allowed as the taxing officer considered would have been a reasonable compensation had the proceedings been duly conducted without any unnecessary delay. The circumstances calling for this exercise of jurisdiction were, that on the hearing of the action on further directions, it appeared that it was one for administration which had been commenced in 1875, and had consequently been pending about fourteen years; that gross delay had characterized the conduct of the cause; that the estate was worth about £4,000, and that the whole of it nearly was required to pay the taxed costs. In adopting the course he did, Kay, J., laid down two principles: "1. The Court will not permit the costs occasioned by improper litigation, or by the negligent conduct of administration proceedings, to be paid out of an estate under its care. 2. The amount of costs allowed by a taxing master as between the client and his solicitor, is not conclusive of the amount which the Court will allow out of the estate," and these principles were approved by the Court of Appeal (Cotton, Lindley and Bowen, L.JJ.), who affirmed his decision.

RAILWAY COMPANY—DISPUTED INTEREST—INJUNCTION—JURISDICTION.

In *Birmingham & District Land Co. v. London & N.-W. Ry. Co.*, 40 Chy. D. 268, the plaintiffs were in possession of land under a binding agreement, determinable if the buildings were not completed by 30th November, 1885. They were informed in 1880 of the promotion of a bill for a railway which would affect the lands, and they thereupon had an interview with the agent of the landlord, who told them to suspend building operations till the result of the railway scheme was known, but no express agreement was made for the extension of the time for building. In 1883 the defendant company obtained their Act, and on the 31st July, 1883, purchased from the landlord such part of the land as was required, subject to the building agreement. On the 16th September, 1884, the defendants sent the plaintiffs notice to treat. The plaintiffs sent in no claim, and in January, 1886, the defendants took possession without making a deposit or giving any bond as required by the Railway Act; thereupon the plaintiffs brought the present action for an injunction, and to have it declared that the building agreement was subsisting, and that they were entitled to have their interest assessed on that footing. The action was resisted by the defendants on the ground that the plaintiff should have proceeded under the Railway Act to get compensation; and, second, that the plaintiffs' interest under the agreement had expired. But the Court of Appeal (Cotton, Lindley and Bowen, L.JJ.) affirming, Kekewich, J., held that as the defendants had, without complying with