evidence, must be allowed. This makes defendant's account $304.58, which being deducted from plaintiff's account of $431.08, leaves a balance in his favor of $126.50, for which amount, judgment will go for plaintiff, with costs.

Hall, White & Cate, Attys. for plaintiff.

Camirand, Hurd & Fraser, Attys. for defendant.

(H. R. F.)

CHANCERY DIVISION.

LONDON, Feb. 17, 1887.

Before STIRLING, J.

PHIPPS v. JACKSON. (22 L.J.)

Injunction — Mandatory — Covenant in Husbandry.

By an agreement for letting a farm it was stipulated that the tenant should at all times keep on the farm a proper and sufficient stock of sheep, horses, and cattle. The tenant had advertised the whole of the stock for sale. The landlord moved for an injunction to restrain the tenant from allowing the farm to remain without a proper and sufficient stock of sheep, horses, and cattle.

STIRLING, J., held that the Court could not superintend the execution of a stipulation in a farming agreement involving a series of continuous acts, and that an injunction could not be granted.

CHANCERY DIVISION.

LONDON, Feb. 21, 1887.

Before STIRLING, J.

CHALMERS v. WINGFIELD. (22 L.J.)

Domicil — Domicil of Choice — Intention to Abandon — 'Animus manendi.'

This was a summons to vary the certificate of the chief clerk, who had found that the domicil of the testator was German. The testator was born in India, his father being an officer in the service of the East India Company. He was himself an officer in that service, and never left India until the year 1870. He was married at Madras to a lady of Dutch extraction, by whom he had four children, all born in India. He left the service in 1868, and from that time until his death, he was in receipt of a Government pension. After 1868, he entered the service of the Nizam of Hyderabad. In 1871 (being then a widower) he left Hyderabad and went to reside at Darmstadt, where in 1872 he purchased a house. He lived there until his death, only leaving it to pay short visits to England in the years 1871 to 1874, and to India in 1874, for the purpose of obtaining a pension from the Nizam, and to friends in different parts of Germany. It appeared, from a letter written by him in 1871 to a friend in Germany, that on the occasion of his leaving India, the Nizam had refused to let him go for good, not wishing to lose his services, but had given him a furlough of fifteen months, hoping that he would be disgusted with Europe and would desire to return to India. In this letter, he referred to the Franco-German war of 1870-71, and identified himself with the German side. In July, 1871, he wrote a letter, stating his wish to marry, and that he preferred a German wife, and asking permission to pay his addresses to a certain young lady of that nationality. He made his will in Germany in 1874 in English form. By it he gave his property to his grandchildren to the exclusion of his children. By the German law, a testator is not allowed to disinherit his children; therefore, according to the finding of the certificate, the will was inoperative. There was also evidence to show that the testator was dissatisfied with Germany and wished to live in England.

STIRLING, J., said that the main properties of the law as laid down in *Bell* v. *Kennedy*, L. R. 1 Sc. App. 307, and *Udny* v. *Udny*, L. R. 1 Sc. App. 441, were, that the domicil of origin adhered to the subject until he acquired a new domicil of choice; that the burden of proving a change of domicil lay on the persons who asserted that such change had taken place; that in order to acquire a domicil of choice, two things were necessary—actual residence in the country of choice, and an intention to remain there permanently; and that the domicil of choice was put an end to by actual residence in another place, and by an intention permanently to reside there. The question, therefore, was whether the testator had during