PRINCIPAL AND SURETY—CO-SURETIES—INSURANCE OF MORTGAGE DEBT—COVENANT TO PAY WITH LIMIT OF LIABILITY—CONTRIBUTION.

In re Denton, License Insurance Corporation v. *Denton* (1904) 2 Ch 178, the decision of Eady, J. (1903) 2 Ch. 670 (noted ante p. 103) has failed to meet with the approval of the Court of Appeal (Williams, Stirling, and Cozens-Hardy, L.JJ.), that Court being of opinion that upon the true construction of the contract the plaintiffs who had insured the mortgage debt were not co-sureties with Denton, who had also covenanted for its payment in part, but were guarantors to the mortgagees against the default of both the mortgagor and Denton, and as assignees of the mortgage were entitled to recover against Denton on his covenant, and that he was not entitled to deduct from the amount due by him any sum as due by way of contribution by the plaintiffs as co-sureties.

DOMICIL—CHANGE OF DOMICIL—EVIDENCE—ONUS OF PROOF.

Winans v. *Attorney-General* (1904) A.C. 287, was an appeal from the Court of Appeal's decision that the father of the appellant had changed his domicil of origin and had acquired an English domicil, and, in consequence, that a legacy left by his will was liable to legacy duty. It was clear on the evidence that the deceased's domicil of origin was in the United States, and it appeared that, though he had left the States in 1850 and had never returned, but had lived in England, Scotland and Russia, yet he had never entirely given up his intention of returning to the United States, but, on the contrary, shortly before his death, had expressed his intention of so doing, and described himself in his will as a citizen of the United States of America. The House of Lords (Lord Halsbury, K.C., and Lords Macnaghten and Lindley) came to the conclusion on the evidence that the onus was on those who asserted the change of domicil, and that they had not satisfied it. Lord Lindley, however, dissented, and considered that the proper inference to be drawn from the acts of the testator during the last twenty or twenty-five years of his life was that he had abandoned his domicil of origin, and acquired an English domicil.

WATER—RIPARIAN OWNER—RAILWAY COMPANY—ABSTRACTION OF WATER FOR PURPOSES UNCONNECTED WITH RIPARIAN TENEMENT.

McCartney v. *Londonderry & L. S. Ry.* (1904) A.C. 301, was an appeal from the Irish Court of Appeal. The defendant railway