before the death. This was objected to by the prisoner, but was admitted by Alderson, B., who said that he thought that what the deceased said to the witness was reasonable evidence of the deceased's state of health at the time. And, in a suit on a policy of life insurance, it was held admissible to show that the deceased had made declarations at various times as to his health at variance with those which he had given to the defendants. His good faith at the time was at issue, and his declarations were held admissible to negative such good faith. Aveson *v.* Kinnaird, 6 East, 188; Witt *v.* Klindworth, 3 I. & T. 143.

CURRENT EVENTS.

ENGLAND.

CONTRACT—OFFER AND ACCEPTANCE.—In *Lewis* v. *Brass*, (London L.T., Feb. 9, 1878, p. 738), defendant sent in a tender to do certain work for plaintiff. Plaintiff's agent replies, accepting the tender, and adding: "The contract will be prepared by," etc. *Held*, That the tender and acceptance formed a complete contract.

LEASE—OPTION TO PURCHASE.—In the case of *Edwards* v. *West*, (London L. T., p. 481, June 1, 1878), under the terms of a lease, the lessees had an option to purchase the fee simple of the property for a fixed sum, on giving notice before a fixed date. It was also agreed that if the premises were injured by fire to a certain extent, the time should absolutely determine. This event happened before the exercise of the option to purchase. *Held*, that the option to purchase continued, notwithstanding the term had been put an end to.

UNITED STATES.

SALE OF COLLATERAL SECURITIES.—The Supreme Court of the United States has unanimously affirmed the right of banks to sell collaterals deposited as security for a loan, when the loan is not paid, and to apply the proceeds in payment of the indebtedness. The case was that of *Hayward*, appellant, and *The Eliot National Bank*, respondent, an appeal from the Circuit Court of the United States for the District of Massachusetts. The Court applied the rule with the less hesitation owing to the fact that the person depositing such securities had notice of the contemplated sale, and knowledge that the sale had been made, and yet made no objection thereto, nor attempt to redeem for a long time.

DOMICILE.—In *Hardman's Appeal*, 5 W. N. Cas. 347, the Supreme Court of Pennsylvania passes upon the question of domicile. The definition of Vattal that a domicile is a fixed place of residence with an intention of always remaining there is said to be too limited to apply to the migratory habits of the people of this country. So narrow a construction would deprive a large proportion of our people of a domicile. The definition best adapted to our habits is that it is that place in which a person has fixed his habitation without any present intention of removing therefrom. In this case a decedent, a bachelor who was born in another State and lived there until 1871, sold all his land there, and taking his moveable property with him, went to live with his brother-in-law in Pennsylvania, where he remained until the time of his death in June, 1872. When he went to Pennsylvania he told his brother-in-law that he intended to buy another farm in the State he came from, and that he wished to remain with his brother-in-law until he could suit himself. He refused to be assessed for taxation in Pennsylvania, saying that he did not wish to become a citizen of that State. He, however, made no purchase of land in the other State. The court held, however, that the decedent had a domicile in Pennsylvania, and that his property must be distributed according to the law of that State. The court says that a mere intention to remove permanently without an actual removal, works no change of domicile nor does a mere removal from the State, without an intention to reside elsewhere. But when a person sells all his land, gives up all his business in the State in which he has lived, takes his movable property with him, and establishes his home in another State, such acts *prima facia* prove a change of domicile. Vague and uncertain evidence cannot remove the legal presumption thus created. The case follows *Abington* v. *North Bridgewater*, 23 Pick. 170, where it is said, that "it depends not upon proving particular facts, but whether all the acts and circumstances taken together, tending to show that a man has his home or domicile in one place, overbalance all the like proofs tending to establish it in another." See, also *Wilbraham* v. *Ludlow*, 99 Mass. 587; *Harris* v. *Firth*, 4 Cranch, 710; *North Yarmouth* v. *West Gardiner*, 58 Me. 207 4 Am. Rep. 279.—*Albany Law Journal.*