to the demised premises or any part thereof"—included tenant's fixtures used in carrying on the tenant's business as a boot and shoe manufacturer. Kekewich, J., held that it did, by reason of the general words used therein.

CONFLICT OF LAWS—BRITISH SUBJECT DYING ABROAD—DOMICIL AS AFFECTING SUCCESSION TO MOVEABLES.

In re Johnson, Roberts v. *The Attorney-General* (1903), 1 Ch. 821, a British subject whose domicil of origin was Malta, subsequently acquired a domicil of choice in the Grand Duchy of Baden, where she died, leaving a will which, however, did not effectually dispose of all her personal property, some of which was in England and some in Baden. By the law of Germany no attention is paid to domicil in the distribution of moveables of a foreigner dying in Baden who had not been naturalized, but the same are distributable according to the law of the country of which the deceased was a subject. But the law of the British Empire not being uniform, the question arose whether the law of England or the law of Malta applied. Farwell, J., came to the conclusion that the law of the domicil of origin of the testatrix applied and therefore that the undisposed of residue of personalty devolved on the persons entitled according to the law of Malta.

MERGER—LEASE—MORTGAGE BY UNDER LEASE—SUBSEQUENT PURCHASE OF FEE BY LESSEE.

In *Capital & Counties Bank* v. *Rhodes* (1903), 1 Ch. 631, the principal question discussed was whether a term had merged in a reversion in fee which had been conveyed to the lessee after he had mortgaged the term by way of under lease. The Court of Appeal (Collins, M.R., and Romer and Cozens-Hardy, L.JJ.) held that there was no merger. The facts of the case were somewhat complicated, but appear to have been briefly, as follows: Rhodes was lessee of a term of 99 years, which he mortgaged to one Flower by way of under lease. Rhodes then purchased the reversion in fee which was conveyed to him and he then reconveyed the estate and the reversion in the under lease to the plaintiffs by way of mortgage to secure part of the purchase money. The mortgage having fallen into default, the plaintiffs demanded the rent payable under the lease of Flower, which, being refused, they brought the action to enforce the security by foreclosure or sale, and for recovery of pos-