DOMICIL—ABANDONMENT OF DOMICIL OF CHOICE—REVIVAL OF DOMICIL OF ORIGIN.

The short point decided *In re Marrett, Chalmers* v. *Wingfield*, 36 Chy. D. 400, by Stirling, J., and the Court of Appeal was that, in order to lose a domicil of choice and revive the domicil of origin, it is not sufficient for the person to form the intention of leaving the domicil of choice, but he must actually leave it with the intention of leaving it permanently.

PRACTICE—SERVICE OUT OF JURISDICTION—CONTRACT TO BE PERFORMED WITHIN THE JURISDICTION—R. S. C., ORD. xl., R. 1.

In *Reynolds* v. *Coleman*, 36 Chy. D. 453, the plaintiff was an American resident in England for the purpose of his business, and the action was brought against the defendant, who was an American resident in America, to enforce a contract made in England to transfer to the plaintiff shares in an English company; and it was held by Kay, J., whose decision was affirmed by the Court of Appeal, that under ord. xl., r. 1, it is not necessary that a contract should state in terms that it is to be performed within the jurisdiction, but that it is enough if it appears from a consideration of the terms of the contract, and the facts existing when the contract was made, that it was intended to be performed within the jurisdiction; and the contract in question was held to be one which, according to its terms and the position of the parties at the time it was made, ought to be performed within the jurisdiction.

RESTRAINT OF TRADE—RULE OF SOCIETY NOT TO EMPLOY SERVANTS OF OTHER MEMBERS—PUBLIC POLICY.

Mineral Water Bottle Exchange Society v. *Booth*, 36 Chy. D. 465. This was an action brought by a trade protection society to restrain one of its members from infringing a rule of the society whereby it was provided that no member should employ any traveller, carman, or outdoor employee who had left the service of another member, without the consent in writing of his late employer, till after the expiration of two years, and it was held by the Court of Appeal (Cotton, Bowen and Fry, L.JJ.), affirming the decision of Chitty, J., that the rule was an unreasonable restraint of trade, and therefore void.

WILL—CONSTRUCTION—"DIE WITHOUT LEAVING ISSUE."

In re Ball, Slattery v. *Ball*, 36 Chy. D. 508, is a case upon the construction of a will whereby the testator bequeathed personal estate in trust after the death of W. K. B. for W. R. B., and in case W. R. B. died without leaving issue male for J. B. W. R. B. died in the lifetime of W. K. B., having had only one son, who died an infant in his father's lifetime. It was contended on behalf of the next of kin of W. R. B. that the term "die without leaving issue" should be construed as meaning "die without having had issue," but North, J., held that the word "leaving" must be construed in its literal sense. The construction contended for, he held, could only be adopted "if the result of so doing is to make the whole instrument consistent, to make a gift over fit in with the intention of the testator as previously expressed, and avoid divesting a previously vested gift." He dissented from the case of *White* v. *Hight*, 12 Chy. D. 751.