

As to (3):

REVERSION TO DOMICILE OF ORIGIN.

Slighter evidence is required that a man intends to abandon an acquired domicile than that he intends to abandon a domicile of origin. *Lord v. Colrin*, 28 L.J. Ch. 361. This is doubtless because the Courts of the domicile of origin have what may be called a natural jurisdiction, and inasmuch as they unwillingly concede loss of jurisdiction where a party has acquired a foreign domicile, they gladly assert a return to the domicile of origin, the burden of proof to establish an acquired foreign domicile disappears when an abandonment of it, and a return "home," is proposed.

Akin to this rule, and the reason for it, is the doctrine recently established, that "the rule that 'the domicile of the husband governs the jurisdiction in suits for dissolution of marriage,' may be departed from in proper circumstances," i.e., where nullity has already been declared in the Courts of the domicile. *Ogden v. Ogden* [1908] P.D. at p. 82-3; *Stathatos v. Stathatos*, [1913] P.D. 46; *Montaigu v. Montaigu*, [1913] P.D. 154.

Province of Alberta.

SUPREME COURT.

Stuart, Beck and McCarthy, JJ.]

[33 D.L.R. 1.

GRACE V. KUEBLER.

Vendor and purchaser—Payment of purchase money—Assignment by vendor—Notice—Caveat.

If notice of an assignment by the vendor of his rights under an agreement of sale of land has not been given to the purchaser, payment to the vendor of the balance due under the agreement will entitle the purchaser to a transfer of the land; a caveat filed in the Land Titles office after the assignment is not notice, as such, to the purchaser, who is not bound to search the register before making payment.

Grace v. Kuebler, 28 D.L.R. 753, affirmed.

A. H. Clarke, K.C., for plaintiff; E. A. Dunbar, for defendant.

ANNOTATION ON ABOVE CASE FROM D.L.R.

The very just and convenient rule of law laid down in this action might have been reached by reasoning less open to criticism, perhaps, than that which was based upon decisions upon the Ontario Registry Act.

The defendants in this action were purchasers under an agreement for the sale of land. A balance due the vendor had been assigned to the plaintiff,