

**PROBATE, DIVORCE AND
ADMIRALTY DIVISION
LATE MR. J. J. JAFFÉ'S ESTATE:
ACTION SETTLED**

**MIDLAND BANK EXECUTOR AND
TRUSTEE COMPANY, LIMITED, AND
ANOTHER v. COLCHESTER (JAFFÉ
INTERVENING).**

Before Mr. JUSTICE LANGTON

His Lordship approved and made a rule of Court terms of settlement in this action, which concerned the estate of Mr. John Joseph Jaffé, who died at Nice on May 6, 1934, aged 91 years.

The testator left a number of testamentary documents, and the plaintiffs to the action were the Midland Bank Executor and Trustee Company, Limited, and Mr. Arthur Jaffé, who had been appointed executors of certain of the testamentary documents. The defendants, Mr. John Raymond Chotzner Colchester, the intervener, Mrs. Anna Emile Jaffé, widow of the testator; the parties cited—namely, the Institut de France; the University of Paris; and the Royal Society—were interested under testamentary dispositions in various of the documents. The next-of-kin were interested in the event of a partial intestacy.

Sir William Jowitt, K.C., and Mr. J. M. Whittaker appeared for the plaintiffs; Mr. F. P. M. Schiller, K.C., and Mr. Dill Smith for the defendant; Mr. Cyril Radcliffe, K.C., and Mr. Victor Russell for the intervener; Mr. Raymond Evershed, K.C., and Lord Droghda for the Institut de France and the University of Paris; the Solicitor-General (Sir Terence O'Connor, K.C.) and Mr. H. Clifford Mortimer for the Attorney-General; Mr. Norman Blaken, K.C., and Mr. Percy Lamb for the Royal Society; Mr. B. M. Clouston for infant next-of-kin.

Sir WILLIAM JOWITT said that Mr. Arthur Jaffé had renounced his executorship on receiving the legacy to which he was entitled. The Midland Bank Executor and Trustee Company, Limited, sought to propound a will in English form dated February 6, 1925, and two codicils thereto dated December 13, 1927, and June 1, 1932, together with a French will of February 21, 1930, and a codicil thereto of June 2, 1932.

By the will of 1925, after certain specific bequests, the residue of the estate was left on trust for the Royal Society of London, as to half of it for scholarships, and as to the other half for original research.

The codicil of December, 1927, dealt with the residue in this way: a half share to the Royal Society, and another half to the French institutions "as provided for in another document." In fact, the "other document" was the French will and codicil thereto, which were not made until after the date of the codicil of December, 1927.

Mr. Jaffé, the testator, was born in Hamburg in 1843. Hamburg was at that time a free State. In about 1859 he left Hamburg for Belfast, and by 1871, when he was 28 years old, he had become a naturalized British subject and was in business as a flax manufacturer. Two years later he married a Belgian girl in Brussels.

In 1885 he left Northern Ireland and went to Nice, and, with two exceptions on short visits, he never returned to Northern Ireland. It was fairly obvious that he lost any domicile of choice which he had acquired in Northern Ireland.

"A COMPLETE NICOIS"

He lived for the rest of his life at Nice, and died there in 1934 at the age of 91. He did in the summer-time go to Switzerland, where he bought a chalet, but he was regarded as a complete Nicois. The Mayor of Nice was one of the witnesses who spoke to the testator being regarded and regarding himself as a man of Nice. The testator had no more conception of what domicile was than most people had, but the conclusion seemed irresistible that he acquired a French domicile.

Counsel said that he did not think that it mattered what the testator's domicile was, having regard to the provisions of Lord Kingsdown's Act relating to wills made out of England by British subjects, but the question of domicile might become important and he asked his Lordship to make a finding as to it.

After his Lordship had heard evidence of the execution of the testamentary documents and as to domicile, a French lawyer gave evidence that if a man, English by naturalization, made a will in France valid by English law that was recognized in France as a valid testamentary document.

By agreement there was added to the terms of settlement the words: "The right of the executors to their full costs and the right of retainer, and to take any necessary directions of the Court, are not to be fettered in any way."

Mr. JUSTICE LANGTON reviewed the evidence and said that after the testator arrived in Nice in 1885 he became to all intents and purposes a good Nicois. With regard to the requisites of domicile, residence was established beyond any question of cavil. There was very little evidence of expressed intention one way or the other, but in the circumstances he was justified in inferring intention from the acts of the testator, and he was satisfied that the testator was domiciled in France.

His Lordship approved the terms of settlement and made them a rule of Court, and decreed probate of the wills and codicils as prayed.

Solicitors.—Messrs. Herbert Oppenheimer, Nathan and Vandyk; Messrs. Shirley Woolmer and Co.; Messrs. Barry O'Brien and Co.; (for the intervener and French institutions); the Treasury Solicitor; Messrs. Bristows,