

and that therefore no cause of action arose against his estate until July, 1889, when the demand was made, there being a difference, as he held, between the case of a covenant by the principal debtor to pay "on demand" and one by a surety. In the former case no demand would be necessary before action, but in the latter case the right of action is dependent on a demand being first made.

MARRIED WOMAN—MARRIAGE SETTLEMENT MADE BY INFANT—SEPARATE ESTATE—
REPUDIATION OF SETTLEMENT BY SETTLOR ON COMING OF AGE—MARRIED
WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT., c. 75), ss. 2, 9 (R.S.O., c. 132,
s. 4, s.s. 4, s. 20).

Stevens v. Trevor-Garrick, (1893) 2 Ch. 307, shows that the Married Women's Property Act has not yet exhausted its surprises, and certainly reveals a somewhat curious condition of the law. The facts of the case were very simple. A woman under age, being about to marry, and being entitled on her marriage to £1,000, joined with her intended husband in assigning the same to trustees, to be held by them upon the usual trusts for the benefit of herself, her husband, and children. The marriage took place, and the following year she came of age, and repudiated the settlement, and the present proceeding was brought to obtain the declaration of the court that, notwithstanding the settlement, the wife was absolutely entitled to the £1,000. Chitty, J., held that, apart from the Married Women's Property Act, 1882, the £1,000 would, on marriage, have passed to the husband; that, apart from the Act, the settlement by the husband would have been a valid settlement of the money; and as by s. 19 of the Act (R.S.O., c. 132, s. 20) nothing in the Act is to interfere with or affect any settlement made respecting the property of the wife, the result was that the settlement by the husband bound the money, and the repudiation of it by the wife was therefore of no avail. We can only say that the result is a very curious one, and seems to show that, while a man may repudiate a settlement made by him during an infancy, a woman, though she may also repudiate it, yet in some cases her repudiation will be ineffectual for any practical purpose.

BUILDING SOCIETY—WITHDRAWAL OF MEMBER—NOTICE OF WITHDRAWAL—ALTERA-
TION OF RULES AFTER NOTICE OF WITHDRAWAL

In *Pepe v. City & Suburban P. Building Society*, (1893) 2 Ch. 311, the short point was whether a member of a building society