

HUSBAND AND WIFE—TENANCY BY ENTIRETIES—DIVORCE, EFFECT OF, AS TO PROPERTY VESTED IN HUSBAND AND WIFE—JOINT TENANCY—MARRIED WOMEN'S PROPERTY ACT, 1882 ( 5 & 46 VICT., c. 75)—(R.S.O., c. 132).

In *Thornley v. Thornley*, (1893) 2 Ch. 229, a new aspect of the Married Women's Property Act is discussed. By conveyances made both before and after 1882, real property was conveyed to a married woman and her husband. They were subsequently divorced, and the question Romer, J., had to decide was as to the effect of the divorce upon the relative rights of the divorcees in the property so conveyed to them. As to the property conveyed before the Married Women's Act of 1882, the learned judge held that the grantees took as tenants by entireties, and that the effect of the divorce was to convert them into joint tenants. And as to the property conveyed after 1882 he held that the grantees took as joint tenants, and continued so to hold after they had been divorced. The suit was by the ex-wife for an account of rents and profits under the statute 4 & 5 Anne, c. 3, s. 27, and the account was accordingly ordered, as to the property conveyed prior to the year 1882, from the date of the decree absolute for divorce; and as to the property conveyed in and subsequent to 1882 from the date of the husband having had sole possession, which was three years prior to the date of the divorce.

COMPANY—UNLIMITED LIABILITY—MEMORANDUM AND ARTICLES OF ASSOCIATION—WITHDRAWAL OF MEMBERS FROM LIABILITY.

In *re Borough Commercial and Building Society*, (1893) 2 Ch. 242, was an application by the liquidator of a company being wound up to compel the respondents to pay calls. The application was resisted on the ground that, by the terms of the articles of association, the respondents had ceased to be members of the society, and were therefore not liable as contributories. This raised the question whether such provisions could be legally made in the articles of association, under the Companies Act, in the case of an unlimited company, enabling members to withdraw from membership and liability. The respondents had taken shares in order to become borrowers from the society. They had paid off their loans, and, by the terms of the articles of association, they were entitled to withdraw from membership. Williams, J., held that there was nothing in the Act to make such a stipulation illegal, and he therefore held that the respondents were not liable as contributories.