

CURRENT ENGLISH CASES.

COVENANT TO SETTLE AFTER-ACQUIRED PROPERTY—SEVERANCE OF JOINT TENANCY.

In re Hewett, Hewett v. Hewett, (1894) 1 Ch. 362, a lady on her marriage, in 1880, executed a settlement whereby she and her husband covenanted to settle the wife's after-acquired property. In 1883 the wife became entitled to an interest as joint tenant with others under a will. Had the settlement of 1880 the effect of severing the joint tenancy? was the question presented for the decision of North, J. He held that it did, and considered it clear that "any agreement to sever made by a joint tenant, if it binds the parties, if it is made for value, is just as effectual as if the intention of the parties expressed in the agreement had been actually carried out by a conveyance of the property."

BUILDING SOCIETY—DISSOLUTION—PRIORITY OF PAYMENT OF MEMBERS.

In *Barnard v. Tomson*, (1894) 1 Ch. 374, a building society had been dissolved, and the present action was brought by a member against the trustees for the purpose of determining the rights *inter se* of different classes of members. Under the rules, it was provided that members might withdraw by giving one month's written notice to the directors, but if more than one member should give notice to withdraw at one time they should be paid in rotation. Some members gave notice of withdrawal before the instrument of dissolution was executed, and it was held by North, J., that, notwithstanding the dissolution, they were entitled to be paid in priority, according to the dates of their notices; and that such notices, having been given and matured before there was any intention of dissolution, were validly given.

PARTNERSHIP—RECEIPT OF SHARE OF PROFITS—IMPLIED PARTNERSHIP—LAND EMPLOYED IN BUSINESS—CONVERSION.

Davis v. Davis, (1894) 1 Ch. 393, although a decision under the Partnership Act, 1890 (53 & 54 Vict., c. 39), yet appears to be worth consideration, inasmuch as that Act is, we take it, in the main, but a codification of the prior existing law. The question was whether a partnership existed, and North, J., held that under the Act, just as before it, the receipt by a person of a share of the profits of a business is *prima facie* evidence that he is a partner in the business, but this is not to be regarded as a presumption which