

same reasons. Lords Loreburn and Atkinson were of the opinion that the action would not lie because the association was not a corporation but a mere voluntary association which could not be sued in its own name; and Lords Macnaghten, Shaw, Mersey, and Robson, held that the action would not lie because the society was an illegal association at common law, inasmuch as its main purposes were in restraint of trade, and the rules relating to those purposes were not severable from the rules relating to its provident purposes.

MARRIAGE WITH DECEASED WIFE'S SISTER—REJECTION FROM COMMUNION—LAWFUL COURSE.

In *Thompson v. Dibdin* (1912) A.C. 533, the House of Lords (Lord Loreburn, L.C., and Lords Macnaghten, Atkinson, Shaw, and Robson), have determined that members of the Church of England who marry their deceased wife's sisters, can not properly be regarded by clergymen of the Church of England as "notorious evil livers." In the opinion of their Lordships, it is an immaterial circumstance that the ecclesiastical authorities regard such marriages as a breach of the Divine law, so that according to this decision a person may be a wilful violator of what the Church regards as the Divine law without being "a notorious evil liver." Such cases indicate the difficulty of enforcing discipline in the Church of England. It is hardly necessary to say that the decision has not met with the approval of the leaders of the Church.

COMPANY—LEASE BY COMPANY OF ALL ITS PROPERTY—POWER OF MAJORITY OF SHAREHOLDERS TO BIND MINORITY—63-64 VICT. c. 98, s. 1 (D.).

*Dominion Cotton Mills v. Amyot* (1912), A.C. 546. This was an appeal from the Superior Court of Quebec. The question at issue was whether a lease by a joint-stock company of all its property which had been approved of by a majority of the shareholders was binding on a dissentient minority. The Judicial Committee of the Privy Council (Lord Loreburn, L.C., and Lords Macnaghten, Atkinson, Shaw, and Robson), held that the lease in question was within the letter of the Dominion Statute, 63-64 Vict. c. 98, s. 1 (a), which expressly authorised the company to dispose of its mills, and that the evidence established that the terms of the lease were fair, both in fact and in intention to the shareholders and therefore, that the minority were bound. The appeal was therefore dismissed.