was entitled to a half This depended on whether the children of the nephew took as tenants in common or as joint tenants. The representatives of the deceased brother claimed that the words, "shall be paid," imported a severance, and that therefore they took as tenants in common, relying on a dictum of North, J., *In re Atkinson* (1892) 3 Ch. 52 (at p. 54), but Eve, J., considered that this dictum was not well founded, and was opposed to the decision of Knight-Bruce, V.C., in *Gordon* v. *Atkinson*, 1 DeG. & Son 476, and he therefore held that the children of the deceased nephew took as joint tenants, and the survivor of them was therefore now solely entitled.

COMPANY—GUARANTY—LIABILITY OF MEMBERS TO CONTRIBUTE—CALL OF FULL AMOUNT ON TWO MEMBERS ONLY—DELAY IN PAYING PREVIOUS CALLS—INJUNCTION—DECLARATION OF RIGHT.

Galloway v. *Hallé Concerts Society* (1915) 2 Ch. 233. The defendant society was an incorporated musical society, limited by guaranty, and the articles provided that each member should be liable to contribute, and should, when demanded, pay to the committee any sum not exceeding £100 (therein called the contribution) in addition to any liability in case of winding up under the guaranty clause in the memorandum, and that the committee might from time to time make calls, as they thought fit, upon each member in respect of all moneys unpaid on his contribution, and that each member shall pay every call so made on him as appointed by the committee. The plaintiffs were two members of the society who had objected to the policy of the committee and had been dilatory in payment of two small calls, and had also omitted to pay a third call of £10 made in June, 1914. The committee, therefore, in March, 1915, passed a resolution calling up the entire uncalled balances of these two members, the reason alleged being their refusal to pay the previous calls, and the trouble and expense thereby incurred by the society. The plaintiffs claimed an injunction, and also a declaration that the resolution of the committee was invalid. Sargant, J., held that, even if the committee had power under the articles, in a proper case, to make calls on certain members without making similar calls on the rest, no sufficient reason had been shewn for so doing as against the plaintiffs, and the resolution was declared to be invalid.

WILL—SOLDIER—ACTUAL MILITARY SERVICE—ATTESTATION OF TWO WITNESSES—GIFT TO ATTESTING WITNESS—WILLS ACT, 1837 (1 VICT. c. 26), ss. 11, 15—(R.S.O. c. 120, ss. 14, 17).

In re Limond, Limond v. *Cunliffe* (1915) 2 Ch. 240. In this