Court of Appeal (Cotton, Lindley, and Lopes, L.JJ.) affirming Kay, J., held that her estate after her death was not liable for the deficiency which had been paid by her brother and his children.

AFFIDAVITS—DUTY OF COMMISSIONERS.

Bourke v. *Davis*, 44 Chy.D., 126, may be referred to for the observations of Kay, J., on the duty of Commissioners in taking affidavits, according to which it would seem that the procedure which used to be indicated by the old Chancery jurat (which, it may be remembered, used to comprise a statement that the affidavit had been read over to the deponent, and that he had been informed that he was liable to be cross-examined as to its contents, and was at liberty to add to or vary the same) ought still to be observed. But so long as 20c. fee is all that is allowed for administering an oath, it is useless to expect Commissioners to do more for the money than they generally do at present.

PRACTICE—OFFICIAL REFEREE—REFERENCE TO TAKE ACCOUNTS—PROCEDURE BEFORE REFEREE.

In re Taylor, Turpin v. *Pain*, 44 Chy.D., 128, Chitty, J., held that where an action is referred to an official referee to take accounts he is not compelled to pursue the strict method followed upon a reference to a Chief Clerk. Our Rules would, however, appear to indicate that the procedure before a referee is to be similar to that before a Master (see Ont. Rule 43).

COMPANY—WINDING UP—TWO PETITIONS—COSTS.

In re Building Societies' Trust, 44 Chy.D., 140, Chitty, J., decided that where two petitions are presented for winding up an insolvent company, they will, in the absence of *mala fides*, take priority in the order they are presented to the Court, and not according to the dates of the advertisements. While the order was made upon the petition first presented, costs of the second petition were allowed against the estate up to the time the petitioner knew of the first petition.

LANDLORD AND TENANT—ASSIGNMENT OF PART—SUB-LEASE OF PART—RIGHT OF CONTRIBUTION.

Johnson v. *Wild*, 44 Chy.D., 146, is a decision of Chitty, J., which may be good law, but nevertheless is a hard case as far as the merits are concerned. The facts were as follows: Minor being lessee of certain lands assigned part of them to the plaintiff, and sub-let another part to the defendant at apportioned rents. He covenanted with his assignee and sub-lessee respectively to pay the rent due to his lessor, and indemnify them against any liability therefor. Minor became insolvent, and under threat of distress the plaintiff paid the whole rent under the original lease, and brought the present action claiming contribution from the defendant. Chitty, J., decided that the plaintiff was not entitled to relief, because, though the plaintiff as assignee was liable to the original lessor, the defendant as sub-lessee was not liable, and therefore the parties were not liable to a common demand, and therefore there was no right of contribution.