

power to appoint the receiver did not contain any direction as to what the receiver was to do with the surplus, and he claimed to retain it for his remuneration. The liquidator asked that his remuneration might be fixed by the Court, and that he should be ordered to pay over the balance. Cozens-Hardy, J., was of opinion that the receiver was the agent of the mortgagees, and not of the company, and as such was not amenable to the summary jurisdiction, and that, even if he were to be regarded as the agent of the company, he would not be subject to the summary jurisdiction of the court, but an action must in either case be brought.

SOLICITOR—UNDERTAKING—ENFORCING SOLICITORS' UNDERTAKING.

In re Coolgardie Goldfields (1900) 1 Ch. 475, may be referred to as illustrating the summary way in which the court is accustomed to enforce the undertakings of solicitors. During the hearing of an application to the Court by two shareholders to strike out their names from the register of a limited company some documents were tendered in evidence by the company which ought to have been, but were not, stamped. Counsel for the company gave the undertaking of a member of the firm of the company's solicitors to pay the duties. The order was made striking out the applicants' names. The duties not having been paid, the shareholders were unable to get the order issued, and they applied to commit the solicitor for breach of his undertaking, and for leave to issue the order, notwithstanding the documents were not stamped. Cozens-Hardy, J., directed the order to be drawn up without entering the unstamped documents, the company undertaking not to appeal from the order. He also ordered the solicitor to cause the documents to be stamped within four days after service of the order, and reserved liberty to the Inland Revenue Commissioners to apply in case the solicitor made default, and the solicitor was ordered to pay the costs.

PRACTICE — SOLICITORS' UNDERTAKING — ENFORCEMENT OF UNDERTAKING — SERVICE OF ORDER CONTAINING UNDERTAKING.

D. v. A. & Co. (1900) 1 Ch. 484, is a case similar to the last. In this case, the undertaking of the solicitors was embodied in an order. On a motion for liberty to issue an attachment against the solicitors for breach of the undertaking, it was objected that the order containing the undertaking had not been served, and,