PRIVATE ACT - STATUTORY AGREEMENT TO REFER TO ARBITRATION—OUSTER OF JURISDICTION—OBJECTION TO JURISDICTION NOT PLEADED.

In *Crosfield* v. *Manchester Ship Canal Co.* (1904) 2 Ch. 123, the defendants at the trial of the action took the objection that under the provisions of certain statutes the matters in dispute between themselves and one of the plaintiffs were required to be referred to arbitration, and that consequently the Court had no jurisdiction as regards the claim of that plaintiff. This objection was not raised by the pleadings, and Byrne, J., at the trial, overruled it, but the Court of Appeal (Williams, Stirling, and Cozens-Hardy, L.JJ.) decided that it was entitled to prevail, and that the pleadings should be treated as amended, and that the action should be dismissed so far as the plaintiffs were concerned to whom the objection applied, and as to the other plaintiffs to whom the provision did not apply, but whose rights were dependent on those of their co-plaintiffs, that it should be stayed till further order.

SOLICITOR AND CLIENT—TAXATION OF COSTS BY THIRD PARTY—MORTGAGEE'S COSTS.

In re Longbotham (1904) 2 Ch. 152. The Court of Appeal (Williams, Romer, and Cozens-Hardy, L.JJ.) following *Re Gray* (1901) 1 Ch. 239, and affirming Kekewich, J., decided that where a mortgagee's costs are taxed at the instance of a mortgagor, or other third party liable to pay, items which the mortgagor is not liable to pay ought not to be allowed, notwithstanding that the mortgagee might be liable therefor.

TENANT FOR LIFE AND REMAINDERMAN—LOSS ON INVESTMENT—APPORTIONMENT—DEFICIENT SECURITY.

In re Atkinson, Barber's Co v. *Grose-Smith* (1904) 2 Ch. 160. A security in which a tenant for life and a remainderman were interested having proved deficient, the question arose as to the proportion in which the amount realized from the security should be apportioned between them. Kekewich, J., held that the amount due to them respectively for arrears of income and capital should be ascertained, and the amount realized should be divided in the proportion which the amount due for arrears of interest bore to the amount due in respect of capital, and this the Court of Appeal (Williams, Romer, and Cozens-Hardy, L.JJ.) agreed was correct.