title, which plaintiff might have discovered before he took his lease, and there was no contract as to compensation, he was not entitled to compensation after taking it. The Court points out that *Besley* v. *Besley*, 9 Ch.D. 103, is not overruled by *Palmer* v. *Johnson*, 13 Q.B.D. 351, because the latter case turned on an express agreement for compensation, which it was held might be enforced even after the acceptance of a conveyance.

MORTGAGE—MORTGAGEE—COMMISSION—BONUS—COLLATERAL ADVANTAGE—REDEMPTION—SUBSEQUENT MORTGAGEE.

Mainland v. *Upjohn*, 41 Chy.D. 126. is another decision of Kay, J., on the law relating to mortgages, which follows close on *Jones* v. *Kerr*, noted ante p. 271, and may be regarded as a sort of supplement thereto. This was a redemptive action by a second mortgagee, in which the plaintiff insisted that the first mortgagee was not entitled to recover certain sums which he had by agreement with the mortgagor deducted from the amount of the loan by way of commission, over and above the interest which was secured by the mortgage. But it was held by Kay, J., that as the transaction was one that was well understood by the parties, and there was nothing unfair about it, that the deduction of the commission from the amount of the loan with the consent of mortgagor, was equivalent to a payment which could not be recovered back, and that the first mortgagee was entitled to hold his security for the full amount of the loan without any deduction for the commission retained; but it was held that the first mortgagees could not recover commission which had been agreed to be paid in addition to interest, but which had not actually been paid. A puisne incumbrancer was held to have the same right to object to a prior mortgagee's account as the mortgagor himself, but no greater right.

COSTS—COMPANY—WINDING UP PETITION—WITHDRAWAL.

In re Criterion Gold Mining Co., 41 Chy.D. 146, is a decision of Kay, J., on a mere question of costs. A petition for winding up a company was withdrawn, and he held that there is no rule of practice entitling shareholders and creditors appearing on the petition, to a separate set of costs, but that the matter is one within the discretion of the Court, and to be determined according to the circumstances of each case. In the present case, the petitioners had been induced to withdraw in consequence of an arrangement between them and the Company, for securing payment of the petitioner's debt, the shareholders appearing to oppose the petitioner, were allowed only one set of costs.

PRACTICE—JURISDICTION—DISCOVERY IN AID OF FOREIGN ACTION.

In Dreyfus v. *Peruvian Guano Co.*, 41 Chy.D., Kay, J., held that an action for discovery in aid of a foreign action cannot be entertained.

COMPANY—WINDING UP—CONTRIBUTORY—PAYMENT OF SHARES IN CASH—SET OFF OF PRESENT DEBT AGAINST LIABILITY FOR FUTURE CALLS.

In re Jones, Lloyd & Co., 41 Chy.D. 159, North, J., held, that where a shareholder in a company agreed with the company to set off a present debt due and