COMPANY—WINDING UP—PETITION FOR WINDING UP BY SHAREHOLDER IN DEFAULT—CONTRIBUTORY—CALLS IN ARREAR—(52 VICT., C. 32, S. 5 (D.)).

In re Crystal Reef Gold Mining Co. (1892), 1 Ch. 408, shareholders of a company who were in default for non-payment of calls, presented a petition for the winding up of the company. It was objected that by reason of their default the petitioners had no *locus standi*, and that the petition ought to be dismissed on that ground; but North, J., held that although the court ought not under such circumstances, as a general rule, to hear the petition until the calls in arrear have been paid, or at all events paid into court, yet on the undertaking of the petitioners to submit to any order the court might make as to the payment of the calls in arrear he heard the petition; and having dismissed it on the merits, he then made an order enforcing the payment of the calls due by the petitioners.

MORTGAGOR AND MORTGAGEE—FIXTURES—MORTGAGE OF FIXTURES "NOW OR HEREAFTER TO BE PLACED" ON MORTGAGED PREMISES.

Cumberland Union Banking Co. v. *Maryport H. I. & S. Co.* (1892), 1 Ch. 415, involves a simple question under the law of mortgage. The plaintiff held a mortgage on the property of a limited company who were lessees of a colliery. The mortgage covered all fixtures then "or thereafter to be placed" on the mortgaged lands. After the execution of the mortgage the mortgagors contracted for the erection of some additional machinery on the premises, which contract was subject to a stipulation that the machinery should continue to be the property of the vendors until paid for. On a contest between the mortgagees and the vendors, who were unpaid, as to this machinery, it was held that the vendors were entitled to remove it, and that the mortgagors could not confer any better title to it on the mortgagees than they had themselves.

SPECIFIC PERFORMANCE—COVENANT BY LESSOR TO EMPLOY RESIDENT PORTER FOR SERVICE OF TENANT—INJUNCTION—LESSOR AND LESSEE—FLATS.

In *Ryan* v. *Mutual T. W. Chambers Association* (1892), 1 Ch. 427, A. L. Smith, J., granted an injunction to compel the specific performance of a covenant by a lessor of apartments whereby he agreed to employ a resident porter for the service of the plaintiff and other tenants. The learned judge appears to have had some doubt whether a covenant of that kind can thus be specifically enforced; and in the event of the Court of Appeal coming to the conclusion that he was wrong in granting an injunction, he assessed the damages which the plaintiff was entitled to for breach of the covenant. We are inclined to think the learned judge's doubt was not without a good foundation.

COMPANY—DEBENTURE-HOLDERS—CHARGE ON COMPANY'S ASSETS—RECEIVER—SOLICITOR'S LIEN ON TITLE DEEDS OF COMPANY—PRIORITY—MORTGAGOR AND MORTGAGEE—"FLOATING SECURITY."

Brunton v. *Electrical Engineering Company* (1892), 1 Ch. 434, was a contest for priority between the debenture-holders of a company, whose debentures were a charge on all its property, and the solicitor of the company, who claimed a lien as solicitor on the title deeds of the company. The debentures provided that they were to rank *pari passu* as a first charge, and to be a "floating security," but so that the company should "not be at liberty to create any mortgage or