ling, in the very recent cases of *In re Doody; Fisher* v. *Doody*, and *Hibbert* v. *Lloyd*, 62 L.J. Rep. Ch. 14, to deal with that novel question. And his lordship answered it in the affirmative. Although there was no authority precisely in point, said the learned judge, on principle there was nothing to prevent the partner of a solicitor-mortgagee from receiving remuneration for his trouble in matters concerning the mortgage security. The mortgagee-solicitor himself could not, of course, retain his share of the profit costs as against the mortgagor. But, in the absence of any agreement between the parties that the mortgagee-solicitor was not to share in the profits arising from the mortgage transaction, the proper course appeared to Mr. Justice Stirling to be to ascertain the profit costs and then allow to the partner of the mortgagee-solicitor the same share in the profit costs as he was entitled to in the general profits of the partnership business.

This ruling seems perfectly just and equitable, and coincides with the opinion expressed by Mr. Justice Kay in *In re Roberts* (*ubi sup.*) in the words quoted above, when speaking of a mortgagee having to pay costs to his own solicitor, and then charging them to the mortgagor. If a solicitor-mortgagee employed another solicitor, unconnected with himself in any way, to do professional work connected with the mortgage security, which manifestly he would be justified in doing, he would be at liberty to charge the full costs of such solicitor to the mortgagor. On the other hand, if the partner of a solicitor-mortgagee acts instead, it is quite right and proper that the mortgagor should be only made liable for such a share of the profit costs as the partner would ordinarily receive for transacting business on behalf of the parnership firm. The plaintiffs in *Hibbert* v. *Lloyd* carried their case to the Court of Appeal (see 62 L.J. Rep. Ch. 21), but did not succeed in inducing the learned Lords Justices to say that Mr. Justice Stirling had come to a wrong conclusion. On the contrary, their lordships unanimously approved of the learned judge's decision and the reasoning upon which it was founded. The case of *In re Donaldson*, which, as we have already remarked, was practically overruled by *In re Wallis*, was even more effectually disposed of by the Court of Appeal in *Hibbert* v. *Lloyd*.—*Law Journal.*