Mr. Justice Kay, in *In re Roberts* (*ubi sup.*), had referred with approval to *Sclater* v. *Cottam*, 3 Jur. (N.S.) 630, where Vice-Chancellor Kindersley laid it down that a solicitor-mortgagee, acting for himself in a suit in defence of his own title, could not, as against a second mortgagee, claim more than his costs out of pocket. This was founded upon the principle enunciated by Lord Eldon in *Chambers* v. *Goldwin*, 9 Ves. 254, 271. The Court of Appeal, in *In re Wallis* (*ubi sup.*), also spoke in favourable terms of *Sclater* v. *Cottam* (*ubi sup.*). Lord Esher remarked that, the decision then having stood for over thirty years, the court would not now override it, even if it would not have to come to the same conclusion in the first instance.

In the case of *Field* v. *Hopkins* (*ubi sup.*), to which we have already briefly alluded, it was held by the Court of Appeal, affirming the decision of Mr. Justice Kay, that, in taking the mortgagee's accounts in a foreclosure action, charges ought to be disallowed for costs incurred by one of the mortgagors to the solicitor-mortgagee as her solicitor subsequently to the mortgage and in matters unconnected with it. Mr. Justice Kay, in the course of his judgment, reiterated the observations that he had let fall in *In re Roberts* (*ubi sup.*), adding that a mortgagee cannot charge his mortgagor with more than his principal, interest, and costs; and that he is not entitled to charge the mortgagor with any sum payable for his (the mortgagee's) own benefit, such as professional or profit costs for the preparation of the mortgage deed, if he is a solicitor. The learned judge, moreover, went so far as to assert that, on the principle that a mortgagee cannot clog the equity of redemption with any by-agreement, he cannot contract with the mortgagor for any such payment as before mentioned. This latter proposition, however, does not seem quite to accord with the view taken by the Court of Appeal in their judgment in the same case, nor in their later decision in *In re Wallis*. An express bargain for a payment of that description appeared feasible both to Lord Justice Cotton in *Field* v. *Hopkins* and Lord Esher in *In re Wallis*.

It will be noticed that none of the foregoing cases touched upon the question whether the partner of a solicitor-mortgagee, who is a member of a partnership firm of solicitors, is entitled as against the mortgagor to charge profit costs in respect of business relating to the mortgage. It remained for Mr. Justice Stir-