

to determine the following question. The applicants were trustees of a mortgage of licensed premises as security for debenture holders; the mortgage provided that on the application of the mortgagors the trustees were to concur in a sale of any of the mortgaged premises and hold the proceeds in trust for re-investment. Licenses were refused in respect of part of the mortgaged premises and compensation was paid to the trustees in respect of such refusal. The question was whether such moneys were to be treated as proceeds of a sale of part of the mortgaged premises, and subject to the trust for reinvestment, and Warrington, J., held that they were, and that if the trustees had the requisite powers they might invest such moneys in the purchase, or on mortgage, of licensed premises, and, if so advised, in the purchase or on mortgage of other licensed premises owned by the mortgagors.

INFANT—MAINTENANCE—INFANT TENANT IN TAIL—ORDER SANCTIONING MORTGAGE OF REAL ESTATE—REMAINDERMEN NOT PARTIES—DISENTAILING DEED BY WAY OF MORTGAGE—JURISDICTION—TRUSTEE ACT, 1893 (56-57 VICT. C. 53), ss. 30, 33—(R.S.O. C. 336, ss. 11, 14).

*In re Hamborough, Hamborough v. Hamborough* (1909) 2 Ch. 620 is characterized by Warrington, J., as "a somewhat extraordinary case." It arises out of the circumstance that the English court, though it has jurisdiction to order the sale or mortgage of an infant's real estate, to which he is entitled in possession, to provide for payment of past maintenance, has no jurisdiction to make such order to provide for future maintenance. And as regards estates, to which an infant is entitled in remainder, it has no jurisdiction to make any order for sale or mortgage even for past maintenance. Romer, J., in apparent forgetfulness of this distinction, on an application in Chambers, made an order authorizing the mortgage of the estate of an infant tenant in tail in remainder to raise money for his future maintenance, and by a subsequent order assuming to act under the Trustee Act, 1893, ss. 30, 33 (R.S.O. c. 336, ss. 11, 14), he declared the infant a trustee of the estate and ordered certain persons to execute the mortgage on his behalf, which included a disentailing deed, which was duly enrolled for the purpose of barring the entail. This was an action at the suit of the person entitled in remainder expectant on the infant's estate tail to whom it declared that this mortgage was null and void, and that the estate re-