

say that the covenant was not necessary for their protection though he admitted it made it hard for the defendant to earn his living. Since the foregoing was written we learn that the decision has been reversed by the Court of Appeal on the ground that the restriction was too wide and therefore void.

MORTGAGE—PURCHASE BY FATHER OF INFANTS ENTITLED TO EQUITY OF REDEMPTION—LIABILITY OF FATHER TO ACCOUNT.

In *Griffith v. Owen* (1907) 1 Ch. 195 the facts are somewhat complicated, but the sum and substance of the case is simply this. The plaintiffs being infants became entitled under the will of their grandfather to the equity of redemption in certain freehold houses subject to the life estate of their mother. The mortgage being in default the father of the plaintiffs who in right of his wife was tenant for life, applied to the mortgagee and procured him to sell the property to him under the power of sale, at a sum which (as the Court found) was less than its actual value. The plaintiffs contended that owing to the defendant's relationship to the plaintiffs he must be taken to have purchased as their trustee and was liable to account to the plaintiffs for any benefit over and above the amount expended and subject to his wife's life estate, and Parker, J., granted the relief as prayed.

SOLICITOR—TRUSTEE AUTHORIZED TO CHARGE FOR PROFESSIONAL SERVICES AGAINST TRUST ESTATE—"PROFESSIONAL AND OTHER CHARGES FOR HIS TIME AND TROUBLE"—NON-PROFESSIONAL SERVICES BY SOLICITOR TRUSTEE.

In *re Chalinder* (1907) 1 Ch. 58. A solicitor was appointed a trustee of a will and was empowered thereby to charge the estate with "all professional and other charges for his time and trouble notwithstanding his being such executor and trustee." He rendered services of a non-professional character, which an unprofessional trustee might have rendered without the intervention of a solicitor, but for which a solicitor acting for a trustee would be entitled to recover against his client, but which the latter could not recover over against the trust estate. The question for Warrington, J., was whether this class of charges came under the category of "other charges for his time and trouble" and he held they did not. Perhaps the case is not of much moment in Ontario where the law provides for compensat-