

evidence was forthcoming he refused the application, and directed the moneys to be carried to the separate account of each infant and the income accumulated.

INFANTS—MAINTNANCE—EDUCATION—GUARDIAN—MOTHER OF INFANTS LIVING IN ADULTERY—TRUST FOR MAINTNANCE OF INFANT—BREACH OF TRUST.

In *re G.* (1899) 1 Ch. 719, it is laid down by Kekewich, J., that a trustee of a trust for the maintenance, education, or bringing up of infants, violates his trust if he suffers the infants to reside with their widowed mother while she is living in adultery with a married man. Two of the infants aged respectively twenty and nineteen were fully aware of all the circumstances, and were strongly opposed to any interference with their home, and all the children were on extremely affectionate terms with their mother and her paramour, the latter of whom they treated as their step-father. The trust was to pay the income of the trust fund to the mother during widowhood, "she maintaining, educating and bringing up" the infants; and in holding that the infants could not properly be left with their mother, the learned judge nevertheless held that a part of the income, which amounted in all to £417 per annum, should still be paid to the mother for her own maintenance.

MORTGAGE OF REVERSION—TENANT FOR LIFE AND REMAINDERMAN—WASTE—INTEREST—FORECLOSURE—REDEMPTION—REAL PROPERTY LIMITATION ACT 1874 (37 & 38 VICT. C. 57), SS. 1, 2, (R.S.O. C. 133, S. 4, (10)—DAMAGES—LIMITATION ACT 1623 (21 JAC. 1 C. 16)—RETAINER.

Dingle v. Coppen (1899) 1 Ch. 726, was an action for foreclosure of a mortgage of a reversionary interest, and the defendant counter-claimed for damages for waste committed by the mortgagee who was also tenant for life of the mortgaged property, subject to an obligation to keep it in repair. Some important questions are involved. The mortgage of the reversionary interest was made in 1882 to the tenant for life, who was and continued in possession of the property in question until her death in 1897. No payment had ever been made on account of either principal or interest secured by the mortgage. The plaintiffs were the executors of the deceased mortgagee and tenant for life. It was conceded by the defendant that the plaintiff's action for foreclosure was an action to recover land, and, as such, the Real Property Limitation Act (37 & 38 Vic. c. 57) (see R.S.O. c. 133 s. 4 (10)) did not begin to run against the plaintiffs until the remainder fell into possession in 1897, and there-