lution sanctioning the loan and giving priority to the mortgage over the debentures was valid, and was a "modification" of the rights of the debenture-holders within the condition, and was binding on all the debenture-holders, and he therefore dismissed the action, so far as the plaintiff claimed relief against the mortgagee, with costs.

WILL—DEVISE TO CHILDREN—LEGITIMACY—CHILDREN LEGITIMATED BY SUBSEQUENT MARRIAGE OF PARENTS—DOMICIL.

In re Grey, Grey v. *Stamford* (1892), 3 Ch. 88, a testator, domiciled in England, devised real estate and bequeathed personal estate to trustees upon trust for his son for life, and, after his son's death, for all his son's children in equal shares. The son had acquired a domicil in a British colony, where by law the marriage of parents legitimated children previously born, and he there married a lady by whom he previously had a son. The question was whether this son was entitled to take under the will. Stirling, J., decided that the term "children" in the will meant legitimate children, but that the question of who are legitimate was a question of *status* determinable by the law of the domicil of the parent, and therefore the son born prior to the marriage was entitled to take.

MORTGAGE OF SHARES—CREDITOR'S ACTION TO ADMINISTER MORTGAGOR'S ESTATE—RECEIPTS BY RECEIVER—RIGHT OF MORTGAGEE AS AGAINST RECEIVER APPOINTED AT INSTANCE OF CREDITOR OF MORTGAGOR.

In re Hoare, Hoare v. *Owen* (1892), 3 Ch. 94, the relative rights of a mortgagee and a receiver appointed at the instance of a creditor of the mortgagor in an administration action was discussed. In this case the mortgage in question was of certain shares in a joint stock company, and was made in 1886. The mortgagee took no steps to have himself registered as owner of the shares until 1892. The mortgagor, however, died in 1889, having paid interest on the mortgage debt down to April, 1888. In 1889 a creditor's action for the administration of the mortgagor's estate was instituted, and a receiver appointed, who received from the company certain debentures in payment of arrears of dividends due on the mortgaged shares. In 1892 the mortgagee valued his security and proved for the balance of his debt, and was afterwards registered as transferee of the shares, and he now claimed that the debentures handed to the receiver should be delivered to him. But Stirling, J., was of opinion that the debentures were not in *custodiâ legis* for his benefit, but were assets in the hands of the receiver for administration, who for this purpose was in the same position as an executor. In this respect a receiver differs from a sequestrator.

TRUSTEE—BREACH OF TRUST—TRUSTEE ACT, 1888 (51 & 52 VICT., C. 59), S. 6 (54 VICT., C. 19, S. 11 (O.))—BREACH OF TRUST COMMITTED AT INSTIGATION, OR REQUEST, OR WITH THE CONSENT IN WRITING OF BENEFICIARY—VERBAL REQUEST—INDEMNITY OF TRUSTEE.

In *Griffith* v. *Hughes* (1892), 3 Ch. 105, a question arose as to the proper construction of the Trustee Act, 1888, from which the Ontario Act, 54 Vict., c. 19, s. 11, is copied. That section provides that where a trustee commits a breach of trust "at the instigation, or request, or with the consent in writing of a beneficiary," the court may make an order impounding the beneficial interest of the