speaks of shares previously given to such children as "portions," is not sufficient to show that he has placed himself *in loco parentis* to such children. In this case the testator gave personal estate and proceeds of real estate to trustees upon trust for his daughter and only child for life, and after her death for her children, who being sons should attain 21, or being daughters should attain that age or marry, with a gift over if his daughter "should happen to die without leaving any child or children her surviving, or having such, they shall all die without having obtained a vested interest in the said trust, and without leaving any issue him or her surviving." The daughter had five children, all of whom died unmarried in her lifetime, and only two of them attained 21. On the death of the daughter, it was held by Kay, J., that the gift over took effect.

PRACTICE—RECEIVER MORTGAGE ACTION.

In *Wills* v. *Luff*, 38 Chy. D. 197, which was an action for foreclosure by a subsequent equitable mortgage by deposit, and in which a final order had been obtained, but in which the conveyance of the property to the plaintiff remained to be settled, the plaintiff applied for the appointment of a receiver, and Chitty, J., held that after the final order of foreclosure the action was practically at an end, and the appointment could not therefore be made, because all the defendant's interest was vested in the plaintiff.

WILL—CONSTRUCTION APPOINTMENT REMOTENESS SEVERABLE PROVISO INFANT SETTLEMENT.

In *Cooke* v. *Cooke*, 38 Chy. D. 202, there were two points for decision. The first was as to the construction of the will of Isaac A. Cooke. By his marriage settlement the testator was empowered by deed or will to appoint the settled property among his children. By his will he appointed the property among his three daughters equally, with a proviso that if at the time of his death any of them should be unmarried her share should be held in trust for her for life, and after her decease, in case she should die without leaving issue, as she should appoint, and in default of appointment, or in case she should not have issue, on corresponding trusts in favor of his other children. One of his daughters (the plaintiff) was unmarried at the testator's death; and it was held by North, J., that as the effect of the proviso would be to tie up the shares longer than the rules against perpetuity allow, that, therefore, the proviso was void, and that the plaintiff took her share absolutely. The other point in the case related to the real estate affected by the appointment, and it was this: The settlement in question was made in 1834, the wife being then an infant; it, however, contained a covenant by the father and mother of the intended wife, that on the latter coming of age she would convey her real estate to the trustees to the uses of the settlement. The plaintiff was born in 1835, and her mother became of age in 1836, and then executed a conveyance in accordance with the covenant in the settlement. If the power of appointment contained in the settlement dated from 1834, before the plaintiff's birth, then the appointment executed by the testator,