

effect "at the expiration" of the term. He also held that according to the true construction of the settlement the term commenced at midnight on May 12, and therefore expired at midnight on May 12, 1913, and therefore the trust for sale was not void on the ground that it exceeded a term of twenty-one years from its creation.

WILL—CONSTRUCTION—GIFT IN REMAINDER TO CHILDREN AS A CLASS, BUT THE WHOLE TO ONE CHILD IF ONLY ONE LIVING—SURVIVAL OF MORE THAN ONE CHILD—CONTINGENCY.

*In re Firth, Loveridge v. Firth* (1914), 2 Ch. 386. A will was in question in this case, whereby the testator who died in 1886 bequeathed £4,000 to his son William in trust to invest and pay the income to the testator's daughter Harriet for her life and after her death to pay the fund to her children, and if she should have no children, which was the event which happened "then to pay over the proceeds to the children of William in equal shares or the whole to one child if there should be only one child living of the said William." William died in 1903 having had eleven children, ten of whom survived him. Two other children died, one in 1907, and the other in 1913. Harriet, the tenant for life, died a spinster in 1914. The question for decision was whether the surviving eight children took the fund, or whether the representatives of the deceased children were also entitled to participate. This depended on whether or not the eleven children took vested interests. Sargant, J., held that they did, subject to be divested only in the event of there being but one survivor, which event had not happened.