the agreement was invalid; but the Court of Appeal (Lord Herschell, L.C., and Lindley and Davey, L.JJ.) were unanimous that the agreement was valid, and that there was no duty to disclose it to the court, or to other creditors, as the creditors were not acting on any common basis. Lindley, L.J., said: "The key to this case is to be found in the fact that when creditors consent to an annulment of adjudication of bankruptcy, each creditor consents upon such terms as he thinks proper. They do not work in unison."

WILL—DEVISE—TRUST TO WORK OUT GRAVEL PITS AND THEN SELL—GIFT TO UNASCERTAINED CLASS—REMOTENESS.

In re Wood, Tullett v. *Colville*, (1894) 3 Ch. 381; 7 R. Nov. 162, the Court of Appeal (Lindley, Lopes, and Davey, L.JJ.) have affirmed the decision of Kekewich, J., (1894) 2 Ch. 310 (noted *ante* vol. 30, p. 635). In this case the testator had devised gravel pits to trustees upon trust to work them out and then sell them, and divide the proceeds among an unascertained class. Kekewich, J., held the gift void for remoteness, notwithstanding that the pits were actually worked out within six years from the testator's death, and consequently that the property fell into the residue. Another point in the case was as to the construction of the residuary devise, which was to divide the income amongst all his children during their respective lives, and upon the death of any such child, whether before or after his own death, to hold the corpus whereof the income would have been payable to such child upon trust for all or any child or children of such child, etc. A child of the testator had died before the date of the will, leaving children. Kekewich, J., held that these children were not entitled to the benefit of the residuary devise, and his judgment on this point was also affirmed. As regards the first point, Lindley, L.J., affirms the correctness of the law as laid down in Theobald on Wills, 3rd ed., p. 401, viz.: "In applying the rule against perpetuities, the state of things existing at the testator's death, and not at the date of the will, is to be looked at. But possible and not actual events are to be considered, and, therefore, if at the testator's death a gift might possibly not have vested within the proper time, it will not be good, because, as a matter of fact, it did so vest."