of opinion that the deed of the infant, although voidable, did not need confirmation, but if not avoided would bind her property, though it did not bind her personally, and that therefore the settlement had effectually severed the joint tenancy.

Parties—Action for account against members of church building committee—Attorney-general.

In the next case of *Strickland* v. *Weldon* (28 Ch. D. 426), five members of a Church Building Committee, on behalf of themselves and all other members of the committee, brought an action for an account against a former member of the committee, and it was held that the plaintiffs were merely agents for the subscribers to the building fund, and that the action could not be maintained by some of the agents against others, and that even if all the subscribers were suing, the action could not be maintained without making the Attorney-General a plaintiff. Pearson, J., observes: "In my opinion the plaintiffs are not trustees in the ordinary sense of the word; the members of the committee are nothing but agents—every one of them is an agent for the subscribers, and, to my mind, the notion that two agents out of three can sue the third for money which the principal has directed to be paid to him is an entire novelty.

"But, in addition to that objection, this fund is a charitable fund, and I conceive that if all the subscribers were named in the writ as plaintiffs, the action would nevertheless be defective, because the Attorney-General is not here. The Attorney-General is the only person who can really represent a charity, and sue on its behalf, and on that simple ground I must refuse to make any order upon the summons."

Will—Gift over—Remoteness—Period of ascertaining class.

The case of *Watson* v. *Young* (28 Ch. D. 436) is one concerning the construction of a will. The devise in question was upon trust for J. for life, and after his death for his children who should attain twenty-one, and the issue of any child who should die under twenty-one leaving issue who should attain that age; but in case there should be no child, nor the issue of any child of J. who should attain twenty-one, then in trust for the child or children of R. who should attain twenty-one. There was also a trust to accumulate the rents during twenty-one years from the day next before the day of the testator's death, and the accumulated fund was to be held in trust for the child or children of R. who should attain twenty-one. J. died without ever having had a child. R. had six children who attained twenty-one. The youngest of them was born after the eldest attained twenty-one, but before the end of the period of accumulation.

The question turned upon the validity of the gift over in favour of the children of R. It was said on the one hand that the gift was void for remoteness, because it was a gift in case there should be no child, nor the issue of any child of J. who should live to attain the age of twenty-one, which might not happen during a life in being and twenty-one years after. On the other hand it was contended that the gift over should be read as divisible into two alternative gifts, viz.: (1) in case there shall be no child of J.; and (2) in case there shall be no child or issue of a child who should attain twenty-one; and that the first of those alternative gifts was clearly valid. Pearson, J., gave effect to this contention, and held the gift over valid. On the question whether the child who had been born before the end of the period of accumulation, but after the eldest of R.'s children had attained twenty-one, was entitled to share in the accumulations, he came to the conclusion that all children born before the end of the period of accumulation were entitled to share. On this point he said: "So far as I can