The plaintiffs insist that the estate of Alfred C. Thompson became indefeasible on his arriving at the age of twenty-one years. The provisions of the deed relating thereto are as follows: From and immediately after the death of Robert F. Thompson—

(1.) And as to the lands and premises secondly above described, in trust for the said Alfred Cookman Thompson and any child or children which said Annie may hereafter have, their heirs, executors, administrators and assigns, as tenants-in-common, equally.

(2.) The issue of any deceased child to have and take the part, share or proportion to which the parent of such issue would if living be entitled.

(3.) And in case the death of any child of said Annie E. under lawful age, and without issue living at the date of its or their death respectively, the part or share of such child or children so dying shall go to the survivor or survivors of said children absolutely.

(4.) But in case it shall so happen that the said child or children, if any, of the said Annie E. shall all depart this life under lawful age, and without leaving a child, children or descendants thereof living at the death of the last survivor of them, then in trust &c.

Annie E. Thompson was at the time of making the deed of trust a married woman, having a husband and one child, Alfred, living, and a stepson, James. It was within the bounds of possibility that another child or children might thereafter be born to her. She was executing a paper that was irrevocable; it was therefore wise, prudent and right that the deed should be so framed as not to exclude or disinherit any

such possible future child. She therefore, "gives the land (in the hands of the trustee, and after the death of Robert,) to the said Alfred Cookman Thompson, and any child or children I may hereafter have, their heirs, executors, administrators and assigns, as tenants-in-common, equally." In the above sentence she was dealing both with what had happened—the birth of Alfred C.—and with what might happen—the birth of other children. What might have happened, did not, and stripping the clause of the deed of speculations and contingencies, and there remains this: "In trust for the said Alfred Cookman Thompson, his heirs, executors, administrators and assigns." This is a gift in fee after all contingencies have failed to defeat it. The contingency of additional heirs would diminish, but not defeat Alfred's estate. The contingency of Alfred's dying under lawful age and without issue living at the time of his death, would defeat it. But he—is still living, and is over 21 years of age.

The words included in (2) are parenthetical, and relates exclusively to the mode of division or distribution of the estate among the "issue" of the children of Annie E. Thompson, should any additional children be born to her after the making of the deed. It was intended to specify the fact, that in case the said Annie had numerous children, and they died, or any of them, that in that case all the children of a deceased child should take the part, share or proportion to which the parent—if living—be entitled. It was never intended to have any force or effect at all, in case the said Annie had no other children than Alfred. In