invested for the benefit of his children during their lives, and after their death, it shall be the property of their respective children. But before the Court can recognize any rights or interest in the Complainants under this article, it must be satisfied that the views of the testator have been disappointed. It is not pretended, that they have been so in fact, because the Hotel was, immediately after his death, rented in conformity with the directions, and has since been continued to be so rented. It is insisted, however, that in point of law his views have been disappointed for the reason that this first Article in his will is void. It is said to be void because it contains the clause that the period during which my said Trustees and their heirs, shall have the power, and are required to lease as aforesaid, shall be so long as my said children, or any of them, or any children or descendants left by them, or any of them at the death of them, or any of them shall live." This language, it is contended, creates a perpetuity of such a character as to render the whole Article void. Upon careful examination of the clause, it will be discovered, that it creates a perpetuity if at all, only as the power to lease, granted to the Trustees; - and only in this power to be exercised by them, under certain contingencies and that the terms in the will supposed to create such perpetuity, do not refer to the tenancy under which McLaughlin and Barnum were to be permitted to hold and occupy the premises, nor to the power to collect rent therefor from them. The will provides that "on the ending by any means of the tenancy of Jesse Barnum

and Andrew or either of them, or if a renting as aforesaid to them or either shall not take place, my Trustees, their heirs or successors in the trust, shall from time to time, lease for terms of years, &c, (during the period hereinafter mentioned) and for a yearly rent, such as they, my executors or the administrators, with this will annexed, shall approve, to any person or persons who they shall be entirely satisfied will conduct said establishment as a hotel, it being hereby provided that said rents under all leasings shall be primarily as aforesaid, chargeable with said City Hotel stock interest, and in manner as aforesaid with my debts; and the period during which my Trustees, their heirs and successors shall have the power, and are required to lease as aforesaid, shall be so long as my said Children or any of them, or any Children or descendants of them, or any of them, left by them or any of them at the time of the death of them, or any of them shall live."

It is to be observed, that the testator in the first clause of this Article designates the tenants who are to occupy the hotel, and defines the term of three years for which they are to hold, and prescribes the rent they are to pay. He says that the trustees shall, upon his death, permit Jesse Barnum and Andrew McLaughlin or one of them, if both shall not agree to be tenants, to use occupy and enjoy as tenants the said City Hotel buildings, upon agreeing to pay the yearly rent of ten thousand dollars, &c, and that the rentings shall continue for 3 years.