his children; and the time of being left is so plainly expressed that no doubt can well arise or be entertained, viz: at the death of any of his said children. If the testator meant otherwise and intended to confine the time to his own death, he would not have resorted to phraseology so elaborate as that used by him, when the simple phrase of "living at my death" would have at once conveyed his meaning. His own death, and the death of any of his children, are two distinct events. He has used language plainly and distinctly, as we think, to express the latter. Upon what rules of construction, then, can it be applied to the former?

The time or period therefore, for continuing this trust or power to lease the hotel property may extend so as to embrace persons and lives not in esse at the time of the testator's death, descendants born after that event.

If an estate be so limited as by possibility to extend beyond a life or lives in being at the time of its commencement, and twenty-one years and a fraction of a year (to cover the period of gestation) afterwards, during which time the property would be withdrawn from the market or the power over the fee suspended, it is a perpetuity and void, as against the policy of the law which will not permit property to be inalienable for a longer period. The question whether an estate is a perpetuity generally arises in cases in which a future contingent estate or executory devise is limited upon a fee, and if the contingency upon which the

executory estate is to vest is not necessarily to happen within the time fixed by the rule, as the legal boundary then the precedent estate or estates are denominated a perpetuity, and the executory estate or devise fails for want of a legal estate to support it. In all such cases to give effect to the limitation over the contingency must happen within the time prescribed by the rule. If it may happen after that time, then the preceding estate tends to a perpetuity which the law abhors and forbids.

The object of the rule is to prevent the tying up of property, real or personal, and rendering it inalienable longer than the period designated by it. For that time the power over the inheritance or absolute interest of Property, may be suspended, but no longer. Lewis on Perp. 164, 165. 4 Kents Comm. 267, 271. 1 Mar & G. 115. Newton vs Griffith. 7 Mar & G. 236. Dallam vs Dallam.

In the case now under consideration, no question is presented as to the future vesting of an executory estate, in order to determine the validity of the preceding one: but simply whether the trusts of the will require in their execution a longer period than that prescribed by the rule against perpetuities, and therefore render the property devised to the trustee inalienable during that time. If so, the law denounces the devise in trust as a perpetuity and declares it void. We have always said that such is the character of the devise, that the execution of the trusts for leasing the property and performing the duties enjoined upon the trustees is to cover a period