beyond that allowed by law, during which time this hotel property, real and personal, is placed extra commercium; and that the devise in trust is therefore void.

If the trust be void, then the power to lease, which is blended with it, as in this case, must be void also. It is not a mere power, distinct from the trust, leaving the act to be done at the will of party to whom it is given, but it is mixed and blended with the trust, and its execution is as imperative as the trust itself. This distinction is well marked and to be observed. 2 Sugd. on Pow, 158. In this case the power is the trust, and the trust is the power, They cannot be separated, and any exceptions to the application of the rule in cases of mere persons to sell or lease do not apply to a case like this.

The general principle is that every power the direct object of which is to create perpetuity, is absolutely void, Sug on Pow, 486, and cases there cited. The exceptions to the rule then arise out of the distinction between general and limited a special power.

But in every case the execution of the power, being distinct from the power itself, must conform to the requisition of the rule against perpetuities, or run the hazard of being avoided. And where a power is itself valid, in not transgressing the rule, the donee, in executing it may go beyond the proper boundary, Equity in such case being guided by the power, will treat the excess as surplusage and void, but only where the portion which exceeds the boundary of perpetuity be-

definite and ascertained, or can be rendered so. But Mr Lewis in his work, p 494, adds "that if the limitation under the power be read or inserted in the deed creating the power (which he elsewhere observes to be the true rule by which to determine the validity of the limitation itself) it is evident that, where a part of the appointment fails for excess, the whole must be involved in its fate, because such failure implies that all the interests created were not so given as necessarily to rest within the perpetuity line, and whenever such is the character of direct original limitations, they are wholly void for remoteness, notwithstanding actual events might enable some, or even all of them, to take effect within the required period. In the case under consideration, the limitation is in the instrument itself creating the trust or power, and no one can declare with certainty how the dispositions of the testator would have been regulated if he had been aware at the time of his inability to extend them to some included in his gifts. The whole is therefore vitiated by the excess. This is strengthened when we consider that this trust was created as a resource for his family, and to this end for permanently conducting the property as a hotel, the testator's idea of his family being itself a matter of much controversy and doubt.

These views may sufficiently dispose of that part of the argument on behalf of the appellees which labored to extricate the trust in this case from the effects of the perpetuity rule, on