

depending or expectant upon a prior limitation which is void for remoteness extends to limitations in default of appointment under a power which is void for remoteness. He held that it did not, and that such a limitation would be valid unless it was itself an invasion of the rule against perpetuities.

WILL—TRUSTEES—TENANT FOR LIFE—REMAINDERMAN—RENT—REPAIRS—FINES.

In *re Baring, Jeune v. Baring*, (1893) 1 Ch. 61, a testator had bequeathed a leasehold house, which was held under a lease renewable every fourteen years, and which contained covenants to pay the rent, repair and insure, to trustees, in trust for his widow for life, and after her death for his son for life, with remainders over, and he bequeathed the residue of his estate to the trustees in trust to pay all the costs, charges, and expenses of carrying into execution the trusts of his will, and subject thereto on trust for his children in settled shares. The object of the present litigation was to determine by whom the expenses of renewing the lease, and the rent, repairs, and insurance, should be borne. The trustees claimed that they should all be borne by the tenants for life, and the tenants for life claimed that they should all be borne by the residuary estate. Kekewich, J., took a middle course, and held, following *In re Courtier*, 34 Ch.D. 136 (noted ante vol. 23, p. 84), that the tenant for life was not liable for the rent, repairs, or insurance, and that they should be borne by the residuary estate; but with regard to the expenses of the renewal he held that they must be borne by the beneficiaries (including the tenants for life), according to their respective interests, to be ascertained by actuarial valuation.

TRUSTEE, LIABILITY OF, WHEN REMUNERATED—LOSS OF TRUST PROPERTY BY LARCENY OF SERVANT.

In *Jobson v. Palmer*, (1893) 1 Ch. 71, Romer, J., decided that although a trustee is entitled to remuneration for his services, he is nevertheless not liable to his *cestui que trust* for loss occasioned to the trust estate by the felonious act of his servant to whom he has properly entrusted the custody of the trust property.

---