in fee, and that it will — for the advantage of all parties interested therein, to have the said premises sold. Also that George Steward and Eliza his wife, and Ann Kirby Barnum, reside out of the State of Maryland.

It is thereupon ordered that the Complainants, by causing a copy of this order to be inserted in the American newspaper printed in the City of Baltimore, once in each of four successive weeks before the 11th day of April next, give notice to the said absent defendants of the object and substance of this Bill, and warn them to be and appear in this Court on or before the 15th day of July next, to answer the premises and show cause, if any they have, why relief ought not to be granted as prayed.

Wm. Geo. Krebs.

And the Sheriff of Baltimore City, to whom the said Subpoena was delivered to be served, made return thereof to the Court here, thus endorsed, to wit: "Summoned. Zenas Barnum, Andrew McLaughlin and Ephraim K. McLaughlin; non sunt, David McLaughlin, Wm. McLaughlin, Augustus McLaughlin and Richard Barnum. George H. Dutton, Sheriff."

And afterwards, to wit: on the twelfth day of March, in the year aforesaid, filed in said Cause the exhibit marked A, referred to in the said bill of complaint as follows, to wit:

Complainants Exhibit A.

I, David Barnum, of the City of Baltimore, do make and ordain this my last will and testament; I devise and dispose, as to all my estate, as

follows: First. Desiring that my City Hotel in Baltimore should be permanently conducted after my death, and believing that the property thus employed will prove a sure and better resource for my family; I do devise to my wife, Ann Kirby Barnum, and my son, Ephraim Kirby Barnum, and the survivor and the survivors' heirs, all the buildings of said City Hotel and all the grounds thereof, and all the furniture and all other chattels of said hotel, now or hereafter attached to it or used for it, upon the trusts following, that is to say: In trust that my said Trustees shall, upon my death, permit Zenas Barnum and Andrew McLaughlin or one of them, if both shall not agree to be tenants, to use, occupy and enjoy as tenants, and upon condition of conducting the said City Hotel, the said City Hotel buildings, grounds, furniture and chattels, said tenants first agreeing with said Trustees to pay in equal quarterly payments to said Trustees the yearly rent of ten thousand dollars; and, as part and on account of said rent, to pay as the same shall fall due, the interest (David Barnum's) on the City Hotel stock; and also my debts so far forth as the rent aforesaid, as it shall accrue, shall suffice, (said City Hotel stock not being included in this designation of my debts,) it being further understood that said renting to said Zenas and Andrew, shall be for the term of three years, and shall not include any of the offices or apartments of the basement story of the City Hotel Buildings save only what is now used for the lower Bar and Lunch Room of the hotel, and the apartments used for the