long as my said children, or any of them, or any children or descendants of them left by them, or any of them, at the death of them or any of them shall live; it being understood that any lease made during the period aforesaid, shall have full effects, and continue for its stipulated term, notwithstanding the cessation of all of said lives before (the) end of the term." In the second clause, he says: "should my views in the above first article of the will be disappointed, so that judicially or otherwise, a sale shall take place of said City Hotel buildings and grounds during the life of any of my children, it is my will, and I direct that my Trustees, or my Court of Equity, shall cause the proceeds of sale to be invested; and that subject to the payment of one-third of the income of the investment to my wife during her life, the said investment shall be for the benefit of my children during their lives, and after their death shall be the property for the shares of their decedents of their respective children, or descendants, per stirpes; the children, or descendants of such of my children, as shall have died before the investments, taking as their absolute property, and per stirpes, the shares to which, if they had lived the deceased would have been entitled."

In order to obtain the relief for these Complainants which is asked in this Bill, either in reference to the rents and profits of the premises, or to a sale thereof, and a distribution of the proceeds, it must appear that they have an interest and estate in the premises which entitles them to demand such relief. Such interest and estate is claimed for them in the Bill, wherein it is charged that they are "advised that they are entitled to one undivided fifth part, or one full child's part of the premises aforesaid, with one-fifth part of the rents, issues and profits of said premises, accrued due since the death of their father, the said Augustus Barnum;" and also, that by reason of the death of their uncle E. K. Barnum, without children, "they are entitled as representing their deceased father to one undivided fourth part of one undivided fifth of said premises" &c. This interest and estate is claimed upon the ground as alleged, "that upon the true construction of the said last will of the said David Barnum, deceased, the children of said deceased acquired no greater or other interest in the aforesaid premises, or the rents, issues and profits thereof, than an estate for and during their several and respective lives, and the remainder to their children in fee." The Defendants deny that these Complainants have any interest whatever in these premises, and insist that the construction of the will upon which their claim to such interest is rested, "is erroneous," and is in derogation and abridgment of the interest and estate in said City Hotel property, which said will primarily and positively vests in the children of the testator." And the said Defendant, Andrew McLaughlin, alleges that