their provisions will be the more clearly understood, and the intention of the testator more readily ascertained. The will and codicil alone furnish the facts in the statements which this analysis contains.

The principal part of his estate was the City Hotel buildings and grounds in the city of Balto. and the furniture and chattels in that hotel. To this part of his estate his entire will and codicil relates, with the exception of clause fourth, (save its concluding sentence) and clauses fifth, sixth and seventh. The eleventh appoints executors, but they have duties to perform in certain events in relation to this property. The controversy is about this portion of his estate.

He had a family. A wife and children named in the will, among whom, and their representatives in case of their death, as we may fairly conclude, the family he had in contemplation, when he used the term, the net rents of the Hotel were to be distributed, composed.

He had debts to provide for, as therein declared. These were of two classes, a City Hotel stock debt, and his general debts.

He undertook to make a disposition of this City Hotel property and furniture which in his judgment would prove a sure and better resource for his family. In doing so, he did not forget or overlook his duty to his creditors of both classes, but whilst providing for his family from the rents and profits of the property, he primarily charged these with the payment of the regularly accruing interest upon the City Hotel stock and of his general debts. He introduced this plan

by an expression of a desire at the beginning of the first clause of the will, that his City Hotel property in Baltimore should be permanently conducted after his death, and of his belief that the property thus employed would prove a sure and better resource for his family.

The plan is set out in the first, second, third, eighth, ninth and tenth clauses, and the last paragraph or sentence of the fourth clause of the will, and the entire codicil. These should be read together. The second clause refers to the first clause alone as containing his views or plan, but it is very manifest that the other clauses here specified and the codicil would share the fate of the first, by the application of the second clause, whenever declared operative to disappoint these views.

Disregarding then at present the second clause and reading the other clauses above designated, and relating to this property together, we discover his disposition of it to be this. He devised all his said hotel property, real and personal, to two trustees, his wife and his son, Ephraim K. Barnum, and the survivor and the survivors heirs. By clause tenth, the continuance of the trust is provided for, in case of the death of both of said trustees. The property thus devised is described as 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. "The trusts are declared. The Trustees were to lease the said property and apply the rents in a specific mode.