With this view he divided the buildings, &c. into what he devoted to hotel purposes, and what he designed for other uses; calling or distinguishing the former as the hotel part of the property. The hotel part was not "to include any of the offices or apartments of the basement story of the City Hotel buildings, save only what was used for the lower bar and lunch room of the hotel, and the apartments used for the culinary and other purposes of the hotel buildings." All else, including furniture and chattels are denominated in the will as "the hotel part of said buildings and grounds, furniture and chattels."

The hotel part the Trustees were to permit Zenas Barnum and Andrew McSaughlin (or one of them, if both would not agree to be tenants) to use, occupy and enjoy as tenants, upon condition that they would conduct it as a hotel, and for a term of three years, at the yearly rent of ten thousand dollars, payable quarterly, and if they or either of them declined to rent it, or taking it, their tenancy should by any means be terminated, the Trustees should, from time to time, during the period hereafter mentioned, lease the said hotel part for terms of years, not exceeding ten years, for such yearly rents as his executors or administrators with the will annexed should approve, to any person who they should be satisfied would well conduct it as a hotel, the rents under all the leasings to be primarily chargeable, in exoneration of all his other estate, real and personal, with the interest

on the City Hotel stock and his general debts. After deduction for the interest on the Hotel stock and his debts, the trustees were directed to apply annually the rents of the said hotel part as follows: Three hundred dollars annually to his widow, in quarterly payments, in consideration of her ownership of a piece of ground constituting a part of the hotel premises, (with power in her to take possession of it and use or sell it, in case of default in any payment;) and of the residue, one third to his wife for life, and the other two thirds "in equal shares to and among his children and their respective heirs (per stirpes) Eliza Stanard, Francis McSaughlin, Ephraim Kirby Barnum, Richard Barnum and Augustus Barnum," these children and their respective heirs in like manner being entitled at his wife's death to her one-third of the said rents. The rents of the offices and rooms in the basement, not included in the hotel part, he devised as follows: of room No 4, to his daughter Francis McSaughlin and her heirs, of room No 5 to his daughter Eliza Stanard and her heirs; of room No. 6, to his son Richard Barnum and his heirs; of room No 10, to his grand daughter Frances Waterman and her heirs; of room No 9, to his grandson David McSaughlin and his heirs, of room No 11, to his son Augustus Barnum and his heirs; of room Nos 7 and 8, to Ephraim K. Barnum and his heirs, (in case the testator should sell the coal lands devised to him in the sixth clause of the will;) and of office No 3, to Zenas Barnum for his life.