at the time of the death of the said testator. But your orators are advised that all said purchases, additions, extensions, improvements and ameliorations aforesaid, having been effected by the appropriation and employment of the profits realized by the parties aforesaid, out of and by reason of their use and employment of said premises as aforesaid, have become part and parcel of the original subject matter and belong to the parties to whom the said original subject was limited, according to their several and respective proportions of interest in the said original subject; and they further aver that said additional purchases, erections, extensions, improvements and ameliorations are so intimately connected and blended with the original subject matter devised as to have become inseparable therefrom, and with the original subject form necessary constituents of the public hotel, and are used together for that purpose, and they are therefore advised that according to their interests in the buildings and grounds forming the City Hotel as originally devised, they are entitled to and claim interests in all the buildings and grounds now forming together the City Hotel, and in all the furniture now used therewith, and which was purchased with profits realized by the employment of the said premises as aforesaid; and they are informed and charge, that the debts due by the said testator,





David Barnum, deceased, and which were by law and by the terms of his said last will, charged upon and payable out of the furniture and other chattels connected with the said hotel buildings and grounds at the time of the death of the said testator, were in fact paid out of profits realized by the said McLaughlin and Barnum, by the use and employment of said premises as aforesaid, and being thus redeemed and exonerated, the said furniture ought to be treated as so redeemed and purchased for the benefit of the parties interested in said buildings and grounds. And your orators further charge that the said Erin Kirby Barnum, the widow of the said testator, accepted the provisions made for her by said last will, and ever since and down to the time of her death, which happened in the year eighteen hundred and sixty-six, she received from the parties aforesaid, possession of said premises and profits realized by them by the use and employment thereof as aforesaid, certain annual payments in full satisfaction of her claims for dower and thirds out of the estate of her deceased husband. But your orators are advised and insist that said payments so made in redemption of said premises from the claims of the widow as aforesaid, enure to and for the benefit of all parties interested in said premises and to the extent of their respective interests therein, and are proper