may be, of their rights under the will, and that would not impair or disturb the leasing trust, or dissolve the condition, rather, of the first clause, and attaching to the enjoyment of those rights - the permanent conduct of the Hotel? Again - suppose the children, without any alienation, or abandonment of benefits, to go on through the succession of trustees and of children's lives and enjoying the rents personally, what estate would they during all that course of enjoyment have had; and at the end of that period enjoy? Would it not be the fee simple estate, expressed in the first clause, and crowning all in the residuary clause?

Would not that be so notwithstanding the provisions of the second clause, which we shall now come to consider, and if it would be so, are we not to look to the first and the residuary clauses as defining the quantity of estate, and to regard that second clause as at the utmost only a contingent defeasance? This, I think, will clearly appear on reflection, to be the separate offices of these several clauses, and the discrimination thus made harmonizes all these clauses. What is this second clause? It is a provision for the event of a sale of his hotel buildings and grounds, and a disappointment, by such means, of the views of the first article - a sale of the property as belonging, and while belonging to his estate, in, so much as the very clause regulates the appropriation of the proceeds to his children. The clause in question declares "should my views in the above first article of this 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,

(the leasing trustees) or any Court of Equity shall cause the proceeds of sale to be invested on mortgage, or in ground rents, or debt of the United States, or of the City of Baltimore, 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 share of the decedents of their respective children, or descendants per stirpes; the children or descendants of such of my children as shall have died before the investment, taking as their absolute property and per stirpes the shares to which, if they had lived, the deceased would have been entitled;" This clause thus gives a base estate to his children in the event it looks to, than the first and residuary (seventh) clauses granted, but only in that event - a sale judicially, or otherwise, taking place of his real property of the Hotel, not conformably to his wish but against it. Hence he characterizes it as a "disappointment" of his purpose - the permanent conduct of his hotel. The clause is not to be treated as if it were a direction for a sale, but a contingency to be averted is provided for. He contemplated a Court of Equity being moved by his children to order a sale which would be a disposition not under his control, or in promotion of it, but repugnant to it - unlike a sale of an undivided interest by a child, because that leaves the leasing trust undisturbed; and, as shown, the alienee would take subordinately to the trust and conformably to the condition of a permanent, (permanent to the extent of the leasing trust limited by the first article) dedication of the building and furniture to hotel purposes. The clause interposes against a premature for thus subverting his plan, lessens in such a contingency, the estates of the