precisely determined by the Court of Appeals.

I must however, endeavor to give effect to the opinion and decree of the Court of the Court of Appeals, referred to, so far as that Court has decided the questions involved in the consideration of this case. This Court must look to that opinion and decree for guidance. The opinion of the Court of Appeals professes to be the deliberate and well considered judgment of the majority of the Court upon the proper construction of the will of David Barnum.

In Maryland, when a question of general interest is involved in a suit and is fully discussed and submitted by counsel, the Court of Appeals frequently decides the question with a view to settle the law, and it has never been supposed that a decision made under such circumstances could be deprived of its authority by showing that it was not called for by the record (5 Md Repts 458.) Is it then to be supposed that the Court of Appeals, in this case, in an elaborate opinion devoted to the construction of a will, upon the right construction of which nearly every future question might reasonably be expected to turn, did not intend fully to express its views on that subject, for the guidance of this Court, and cannot be maintained that this Court is not bound to endeavor to discover those views, so as to make them, and not its own opinion, the ground of its judgment? I think not.

I turn then to the opinion of the Court of Appeals, and I find upon page two of the opinion this language:" The plan (that is, the plan of the testator, David Barnum, for disposing of his hotel property in such a way as would prove a sure and better resource for

his family) is set forth 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 those views;

On page 9: "If the clauses already referred to and analyzed, with the residuary clause, constituted the entire will, the devise of the trust being void, the testator would be held to have died intestate of his hotel property. It would not pass by the residuary clause, under the rulings of this Court in the case of Tongue vs Nutwell, 13 Md. 416.

But there is another and important clause or article in Mr Barnum's will, which is yet to be considered, and under which the complainants, the appellants, claim in this case. The testator's intention in that article is to be inquired into, and effect given to it, consistently with the rules of law."

The opinion then proceeds to say that upon the construction and effect of the clause referred to (the second clause of the will) "The court do not entirely agree, as they have concurred in the preceding part of the opinion, but that a majority of the Court are of opinion that the testator intended by it an alternative provision in case his views expressed in the first article should be disappointed by any clause which would lead to a sale of the City Hotel buildings and grounds in the life time of any of his children." And at the foot of page 9 it is said