Warner, his wife, for and in consideration of the premises, and of one dollar to them paid by said Joseph A. Sprigg, trustee, as aforesaid, the receipt whereof is hereby acknowledged, do grant, bargain, sell, convey and assign unto said Sprigg, his heirs and assigns, as to the estate in fee to him, his personal representatives and assigns as to the estate leasehold, and strictly personal, all the several lots and reversions in fee therein an undivided interest in the warehouse on S. Eutaw street in said city as specified in "Schedule C." of the division and allotment aforesaid and in "Schedule 1," and all the household furniture as allotted to said William, to have, and to hold, the same in trust, for the use and benefit of said William A. Warner, during his life, and after his decease, the same to go as he, by last will, may have directed, or in case of his decease intestate, the same to go, according to law, under the existing statutory provisions of the State of Maryland. And as to the undivided third interest of said William in the lot and house No 78 Franklin street, in said city, said Sprigg, and any to succeed him, in trust relation, to hold the same as to the legal title thereof, with power to said William to effect sale thereof with the assent and concurrence of said trustee, or to exchange the same and the proceeds of sale to invest according to the request and direction of said William and for such uses and trusts as may be directed and declared by said William, with power to said William to bequeath or devise the property wherein so to be invested, and in case of his intestacy the same to go, according to law, under the existing statutory provisions of the State of Maryland.

3. That a certain paper-writing, purporting to be a will

William A. Warner, dated on or about the fifth day of February 1879, a copy of which is herewith filed, marked "Exhibit Will of William A. Warner," but a caveat has been filed thereto on account of the alleged invalidity thereof, by the complainants; and the question of validity thereof, under said caveat, has not yet been tried, in which paper is the provision, namely: "I give, devise and bequeath to my wife, Isabel Warner, all my estate, real, personal and mixed, during her life and at her death, I devise and bequeath, in trust, to my brother George Warner's children the estate, to be divided between them equally."

4. That a division was made of the estate of said testator, George Warner, Sr., by which, in "Schedule C.," an allotment was made of certain part of the real estate of said George Warner, Sr., conformably, with the directions of his will, to said William A. Warner, now deceased, in satisfaction of his three-tenths share of the real estate of said testator, George Warner, Sr., deceased, which schedule is already filed in this Court, on or about the thirteenth of December, 1877 in the case of Schwartz vs Warner, to which reference is made as a part of this bill.

5. That upon the death of said William A. Warner, the complainants claim that all of the property contained in said "Schedule C." devolved upon them as devisees, under the said will of George Warner, Sr. and under said deed of trust to said Joseph A. Sprigg, herein before referred, if said last mentioned - be in any manner operative.

6. That said William A. Warner left no issue living at his decease, but left a widow, Isabel Warner, formerly Isabel Phœnix.

7. That said Isabel Phœnix, now Isabel Warner, claims