respected and maintained. During the life of the parent under this will, his or her estate is equitable, but after his or her death the estate in remainder ceases to be equitable, but becomes legal and absolute, and the trust ends. If such a devise as this can be defeated by virtue of the rule in Shelley's case, it would be difficult to say what form of settlement would be secure. It is also contended that the latter clause in the will above referred to, which requires certain debts to be divided between the three children of the testatrix, their heirs and assigns, share and share alike, per stirpes as aforesaid, relates back to the provision in regard to the Gay street property, and substitutes the word heirs, instead of the words issue and lineal descendants; but such a construction would do manifest violence to the intentions of the testatrix, which plainly show that the word heirs is not used in a technical sense; but is to be construed by the preceding provision to which it refers, and would also do violence to the principle, that the rule in Shelley's case shall not be extended beyond its established limits. The solicitor for the plaintiffs relies on the case of Warner vs Sprigg, 62 Md, p. 20, in support of his position, but my construction of this will is in entire accordance with the decision in that case. The Court say, "We think, therefore, that the children took legal estates under the will. The next question relates to the devise to their heirs-at-law after their decease. We consider it fully settled by the authorities that the rule in Shelley's case applies to this devise. We find here the devise of an estate, and a remainder to the heirs of the devisee."

Surely the devise in that case is entirely different

from that which is before this Court. The former is a remainder to heirs, which is a word of limitations, not to issue or lineal descendants, which are words of purchase. I agree with the report of the Master in Chancery, for whose opinion I have great respect, that a new trustee should be appointed in the place of William Thomas Henderson, deceased, to hold the shares of the property of the two surviving children, Robert Brown Henderson and Margaret Jane Lewis, during their respective lives, but I disagree with his opinion that said Robert and Margaret have absolute estates in their shares. The will certainly does not in terms give an absolute estate, and I do not think, that on any ground such an estate can be inferred from the language used, which first directs distribution to be made among the children of testatrix by the trustee, of the net rents of the property, and in case of the death of any child, directs that the share of such child is to go to the lineal descendants of such child, and in failure of such issue with remainder over, even a life estate to the children is given only by implication.

The defendants are infants, and are interested in maintaining the trust, and are not represented by counsel, and this has imposed on the Court the responsibility of a close examination of the claim made by the plaintiffs. The construction of the will in my opinion is, and I so decree—.

That the two children of William Thomas Henderson, deceased, to wit, William Andrew Henderson and Robert Keene Henderson, are each entitled to one-sixth, absolutely of the said leasehold property on Gay street.

That a trustee should be appointed in the place of the