

NO. 6777 Equity.

descendant from such brother or sister and no father living, but leaving his mother, then and still living. At the said death all this title and interest in the farm, descended to his mother under Art. 116, Sects. 19-20-21 of the Code, which provide that "if the estate shall be vested in the intestate by purchase, or shall descend to or vest in the intestate in any other manner than as hereinbefore mentioned 're. xxx' and there be no child or descendant of the intestate then to the brother and sisters of the whole blood 'xxx' and if there be no brother or sisters of the whole blood 're. xxx' then to the brothers and sisters of the half blood 're. xxx' If no brother or sisters of the whole or half blood, or any descendant from such brother or sister, then to the father, and if no father living, then to the mother, 'xxx'.

In Donnelly vs. Turner, 60 Md. 81, it is decided that where a testator devised all his property, to his wife for life or widowhood, and directs that upon her death or marriage, the same shall be divided between his two children, their heirs and assigns forever, the children take the property by purchase and not by descent. Therefore under the law of this decision, and said provisions of the Code, the whole title and interest of the land vested in his mother. In other words, the title in fee to the remainder and the life interest of the mother merged and became one estate in fee simple in the mother, and she has, therefore, a good and perfect title to the land, or farm. In Donnelly vs. Turner, the Court of appeals decided that the estate in the land devised to the children by their father, descended, to their mother and that her will, Sarah E. Turner to whom she had devised the property, acquired a perfectly valid title to the land. Sarah E. Turner contracted to sell the land to Samuel Donnelly who refused to comply, solely on the ground, that she believed she could not give a good title in fee to the same. The Court ruled that she could give a perfectly valid title in fee and, therefore, decreed that Donnelly specifically perform his contract. In the case now before us, the defendant refuses to perform his contract for the same reason alleged by Donnelly in the case just cited, but this Court being of the opinion that the Plaintiff has the fee simple title to said farm, and the power to convey the same will decree a specific performance of the contract. The two cases are nearly identical. It is therefore this 20th day of July, A. D. 1894, by the Circuit Court, for Frederick County, as a Court of Equity, and by the authority thereof, adjudged and decreed, that William Cronwell, the defendant, on or before the 10th day of August next, pay to Anna M. Davis the