

(10) That the promissory note of three thousand, three hundred dollars of the said Mary E. Norris against the said testator was destroyed and not enforced against the estate of the said testator, and the said Mary E. Norris and the said Florence R. Shriner entered upon the enjoyment of their respective life estates in said last mentioned farm, upon the death of the said testator and continued to enjoy the said joint life estate until the death of the said Florence R. Shriner.

(11) That in and by said last will and testament of the said testator he furthermore provided and bequeathed in the words and form following, that is to say:

"All of the foregoing devises to my daughter Florence R. Shriner for life only. I mean are to be for my said wife in trust, if my said wife shall survive her, if not then I mean it all in trust to my daughter Mary E. Norris to be applied to the decent support and comfort of my said daughter Florence R. and if there be a surplus of income arising from said life estate, then said trustee shall invest the same from time to time in safe securities, and if said daughter should die leaving a child or children, then said trust shall cease and said child or children shall receive said surplus and accumulations with the other interests hereinbefore devised. The rest of my estate, undevisees, I hereby authorize my Executors hereinafter named to sell either at Public or private sale, and the proceeds arising therefrom to be equally divided among my said three children Florence R. Shriner or the survivor of them equally."

(12) That the said Francis J. Shriner and Mary E. Norris are not only the executors but also the surviving children of the said testator, entitled to whatever may take place under the provisions of the last hereinbefore set forth residuary clause of said testator's will.

(13) That the said Francis J. Shriner contends that according to the true construction of the last will and testament of the said testator, the said Peter H. Shriner died intestate as to the above mentioned two farms and wood-lot and that the same is now vested in the said Francis J. Shriner and the said Mary E. Norris as the surviving children and only heirs at law of the said Peter H. Shriner and his daughter, Florence R. Shriner, deceased, and that this intestacy of the said Peter H. Shriner began after the expiration of the life estate in said farm and wood-lot of the said daughter, Florence R. Shriner, and arises because of the vagueness, indefiniteness and lack of certainty under the terms of the said last will and testament whereby a sensible and correct construction and ascertainment of the intention of said testator is made impossible.

(14) That the said Mary E. Norris and the said Milton M. Norris, her husband, on the other hand, deny that such is the proper construction and effect of said last will and testament and contend and assert that the said Peter H. Shriner, deceased, died intestate and that by the true construction of said last will and testament (a) the Sam's Creek farm and wood-lot, upon the death of the said Florence R. Shriner, intestate, unmarried and without child or children surviving her, should be sold by the Executors under the power contained in the residuary clause of the last will and testament of the said Peter H. Shriner, deceased, and the proceeds thereof shall be equally divided between Francis J. Shriner and Mary E. Norris in equal parts as the surviving children of said testator; and (b) that upon the death of the said Florence R. Shriner, intestate, unmarried, and without leaving surviving her any child or children, the said Mary E. Norris holds an undivided one-half interest for life in and to the said farm situated on the Western Maryland Railroad and conveyed to testator by Mordecai C. McKinstry and that the said Dr. Milton M. Norris has an undivided one-half interest in and to the said last mentioned farm for his life, and that following the expiration of said life estates, the said last mentioned farm is to be sold under the residuary clause