

his wife, against John McHenry. It states, that William Campbell, the father of these plaintiffs, Edward, Randolph, and Catherine, being seized and possessed of a large real and personal estate, on the 8th of September, 1821, made his will, by which he gave the whole of his property to the plaintiff, Edward, and the defendant, in trust, as follows:

“All my lands in Baltimore County to be sold for the payment of my debts; and if the proceeds thereof, together with the debts due me should not be sufficient to discharge the same, then my square in Fredericktown, my Tortine shares, and my ten Potomac shares to be sold for that purpose, or so much thereof as may be necessary; and if there should still be a deficiency, then as much of my property in the City of Washington as may be necessary to supply that deficiency. My debts being paid, then the residue of my property to be held for the use of my children, viz: Catherine Cunningham, Charles Campbell, Randolph Campbell, and Edward Campbell, in the manner and proportions following.” The testator then goes on to specify the portions which each one was to have; and declares, that it shall be held in trust for the use of each one during his or her life, and afterwards to be equally divided among his or her children. And then the testator appoints the plaintiff Edward, and the defendant, to be his executors.

The bill further states, that William Campbell soon after having thus made his will died, leaving the four children therein named, one of whom, Charles, was then and still continued to be *non compos mentis*; that the executors qualified as such, and undertook to act as trustees according to the trusts reposed in them by the will; that the testator, at the time of his death, was largely indebted to sundry persons, which debts yet remain unpaid; that the plaintiff Edward, as trustee sold one part of the lands in Baltimore County to Warner Warfield, and another part of the same tract

211 to James * Hood, and had received a payment, in part, from Warfield, to whom he had delivered possession, but that Warfield had refused to pay any more, and Hood had refused to pay anything, although they were both of them able and willing to comply with the terms of their bargain, until they could obtain a good title by a joint conveyance from the trustees, the plaintiff Edward and the defendant; that some of the creditors of the testator had sued and obtained judgments against his executors, and others were pressing for payment; and that the testator's personal estate was wholly insufficient to pay his debts. Whereupon the plaintiffs prayed that the sales made by the trustee Edward, might be affirmed, and that the defendant might be ordered to join in making sales, without delay, to satisfy the claims against the estate, so as to relieve so much of it as had been devised to their use from that incumbrance.