come into his hands, as a part of the said trust fund, with the register, to be by him deposited in the Farmers Bank of Maryland to the credit of the case, subject to further order.

The plaintiffs Jones and wife, by their petition, stating that the defendant Stockett had, under this order, paid into Court the sum of $1,652.28; and that the executors were perfectly willing that the money already deposited, and which might thereafter be deposited on account of the said trust fund, should be paid over to the plaintiff Samuel, upon his giving bond with approved surety. Whereupon they prayed that the same, together with all the residue of *the trust fund, when deposited, might be paid to the petitioner Samuel, on his giving bond with approved surety. **412**

BLAND, C., 21st September, 1825.—The petition of Samuel Jones of Joshua, and Ann his wife, has been read and considered. It was my intention, by the order of the 31st of August last, to place the money constituting the legacy to the plaintiff Ann, at once in perfect security, and to give her time to be heard as to the mode of investment, so far as the testator had allowed of any range of discretion in that respect. From the language of the will, it certainly could not have been the intention of the testator that the legacy he thus gave to his niece should be put into the hands of her husband, upon any terms whatever. But apart from that manifest intention, where the profits only of a legacy are given, as in this instance, to a woman for life, and the principal in remainder to her children, it might evidently be attended with the most pernicious and ruinous consequences to take the principal, given to the children in remainder, from the hands of the trustees, and place it in the hands of their father. His influence might prevent them from exacting from him their just right during his life; and on his death insolvent, they might feel a great repugnance to making his securities answer for the loss they had sustained by reason of his misfortunes. *Carpenter* v. *Heriot*, 1 *Eden*, 341; *Wycherley* v. *Wycherley*, 2 *Eden*, 180. The good feelings between parent and child, so far from being put in jeopardy, should be sustained and cherished. *Ex parte Hopkins*, 3 *P. Will.* 155; *Lempster* v. *Pomfret*, *Amb.* 154; *Lyons* v. *Blenkin*, 4 *Cond. Cha. Rep.* 115. Therefore, even if this money might be put out upon mere personal security, I should deem it improper to place it upon such security, in the hands of the father of those who are to take in remainder. *Langston* v. *Olivant*, *Cooper's Rep.* 33. The testator has, however, apparently aware of the ill consequences of such a disposition of the fund, expressly declared it to be his design, that the trustees should retain in their hands the principal sum of $7,000, and put the same out on interest on good security, for the purposes aforesaid.