

But, as the annual and punctual payment of the interest payable to Ann, must depend in a great degree upon the form of the investment, I was unwilling to make the selection until the plaintiffs had been heard. The meaning of the phrase "good security," used by the testator, must be taken in connexion with that indefinite, and perhaps great length of time, during which it is very
413 evident he *intended it should continue to be "good security;" and thus, understanding the testator to mean permanently and durably good security, I feel that my discretion must be limited to a selection among securities of that description; that is, government stock, or a mortgage on unincumbered real estate, or good bank stock. But apart from this manifestation of the testator's intention, it must be recollected, that generally, in cases of this kind, if the trustees were of themselves to put this legacy out on mere personal security, it would be deemed a breach of trust, and they would be held accountable accordingly. *Brown v. Litton*, 1 P. Will. 140; *Trafford v. Boehm*, 3 Atk. 445; *Adye v. Feuilletau*, 1 Cox, 24; *De Mandeville v. Crompton* 1 Ves. & Bea. 359; *Wilkes v. Steward*, *Cooper's Rep.* 6; *Walker v. Symonds*, 3 Swan. 63; *Collis v. Collis*, 2 Cond. Cha. Rep. 459. The prayer of the plaintiffs cannot be granted; and; therefore, it is ordered, that the said petition be, and the same is hereby dismissed with costs.

On the 16th of December, 1825, the defendant Wayman put in his answer, in which he admits the will of his testator; and states, that a provision having been made therein for the testator's nephew Larkin Shipley, as well as for the plaintiff, it was agreed, that the defendant should take charge of the bequest to the legatee Larkin; and that the other defendant should manage the legacy given to the plaintiff Ann; that a large proportion of the testator's estate consisted of bonds and notes, some of which, and particularly those deemed doubtful, had been collected, or pressed for payment, leaving such as were good to stand on interest; considering them as good investments as could be made within the meaning of the testator's will; that he had made some payments to the plaintiff Ann; and that he had wished to have had the whole of her legacy paid over to her husband as proposed by him; but that the Court had determined otherwise.

After which Jones and wife, by their petition, prayed that the investment might be made in stock of the Bank of Westminster.

BLAND, C., 20th January, 1826.—Ordered, that the trustees Stockett and Wayman, unless cause to the contrary be shewn by them, on or before the fourth day of the next March Term, be and they are hereby directed and required to invest the money heretofore brought into this Court, in stock of the Bank of Westminster;