

There was also a provision that the son might, should he feel himself competent and so disposed, by his will, give all the property which he might take under the will of his father to his sister, Mrs. Mayo, or to any one or more of her children or their descendants. The testator also declared in the restrictive provisions of his will in regard to his son, his intention was as effectually, as the law would allow, to assure to him an ample independent support during his natural life, so that it may not be lost by his imprudence, or the misconduct of others, giving him at the same time something to bestow upon the nearest and most natural objects of his affection.

There being no provision in the will, or in any other instrument of writing, for the appointment of a successor to execute the trust created by the paper of December, 1843, a bill was filed in this court on the 21st of January last by the testator's daughter, Mrs. Mayo, and her infant children, suing by their next friend, against Isaac Mayo, the husband and executor of the will, (the widow of the testator jointly appointed with him having renounced,) William G. Bland, and the banks, praying for the appointment of a new trustee, that the executor may account for the dividends which may have been received, and remain unpaid and for general relief.

William G. Bland, by his answer, elected to take under the will, and insisted that the other parties interested should be put to their election also, the court making an election for the infants. It was also stated in the answer, and is conceded, that certain of the dividends which had been declared on the bank stocks, had not been paid to the said William G. Bland, and that a portion thereof so remaining unpaid were declared and became due after the date of the will. With respect to these dividends, the answer of William G. Bland submitted whether they were to be held in trust for or paid over to him, but in either event he claimed interest upon them from the periods when they respectively became due, except as to the two first dividends in the Bank of Baltimore, as to which he stated he had agreed with the deceased in his lifetime to waive all claim for interest before the 1st of November, 1845.