

Shipley, my niece, shall be deemed and taken as full satisfaction for any claims against me that may arise for becoming one of the securities on the administration of her father's estate.'

And again, after making some other dispositions of his property, he says, 'I give and devise all the rest and residue of my estate, both real and personal, (subject, nevertheless, to the control, custody, and possession of my trustees, as hereafter described,) to my nephew *Larkin Shipley*, the son of my brother *John*, for and during the term of his natural life, and no longer; and if he should depart this life without issue of his body, lawfully begotten, then to be equally divided among his brothers and sisters; but if he should have lawful issue of his body at the time of his death, then, to such issue, share and share alike. I also authorize and direct that my said trustees shall have and retain the sole possession and custody of the said estate so given, as aforesaid, to my said nephew *Larkin*, for the purpose of educating him, and are to rent out the real estate, and put out the money on interest to the best advantage; pay away the yearly proceeds, after his arrival at age, to him; but to retain a control over the principal till the objects of this bequest and devise are fully complied with. *Item.*—I nominate and appoint *Richard G. Stockett* and *Henry Wayman*, and the survivor of them, whole and sole trustees and executors of this, my last will and testament, with full power for either of them to act in case of the death of the other, to carry into full execution all the matters and things aforesaid.'

Soon after which, *Larkin Shipley* died, and his will was, on the 18th of April, 1822, proved before the Orphans Court of Anne Arundel County, and letters testamentary thereupon granted to the two executors therein named, who took upon themselves the execution of the trust therein mentioned. The bill further states that the legatee and plaintiff *Ann* had, since the death of the testator, intermarried with the plaintiff *Samuel*; that the defendants, as trustees, had paid a part of the interest on the plaintiff *Ann's* legacy to her before her marriage, and a small sum since that time; but not the whole of what was due; and no provision had been made for the punctual payment of the said interest, whereby she has sustained considerable inconvenience; that the defendant had not put out the said sum of \$7,000, or any part of it, at interest on good security; but that the same remained in their hands, or in the hands of one of them, which neglect and omission were contrary to the directions of the will, and put at great hazard the principal