of his said children without leaving any children or other descendants, alive at his decease as to the share of such child to the remaining children of the said testator after the death of the said testator one of his said children viz George Calder, died without issue, under a Private Act of the General Assembly of Partition of the said lands was afterwards made or ratified by the Circuit Court for Baltimore County, and a certain parcel thereof containing about twelve hundred and seventy five acres, was allotted to Charlotte Withers one of the Complainants in this suit, who is one of the children of the said James Calder, in severalty as tenant for life under his will And by the same partition another portion of said lands containing eleven hundred and seventy acres was assigned in severalty to Margaret Calder, sister to the said Charlotte and the said Margaret, who became by marriage Margaret Polk afterwards departed this life without issue leaving two of the other children and devisees of the said James Calder and certain issue of a deceased daughter of said Calder her surviving, And the said Charlotte Withers who is the widow of Michael Withers with three of her children viz the said Edwin D. Withers, Charlotte A. Withers and Susan Withers resided for a long time on the said 1275 acre parcel so assigned to her in severalty as aforesaid. The said Michael P. C. Withers is a resident of the State of Maine as stated in said bill and the said Sophia Ehrman, the other child of the said Charlotte Withers, resides with her husband Christian Ehrman in the State of Tennessee

The said Charlotte Withers and Edwin D. Withers her son by reason of their own improvidence and especially of the recklessness & extravagance of the said Edwin, became very much involved in debt; many judgments were recovered against them some against the said Charlotte alone, some against the said Edwin only, and others against them jointly, upon certain of said judgments executions were issued & levied on the undivided interests of the said Charlotte and Edwin Seventy five acres of the said land, valuable from the wood and a Railroad switch upon the tract, had been sold to a certain Pleasant Hunter by the Sheriff of Baltimore County for the payment of taxes in arrear, In the year 1858, a certain John M. Gardner a mortgage creditor obtained a decree in the Circuit Court for Baltimore County for the sale of all the estate and interest in said 1275 acres as well of the said Charlotte Withers & Edwin D. Withers as of Susan Withers one of the other Complainants in this suit, to pay a debt of $2,000 and the said decree and mortgage debt were subsequently assigned to a certain William Ward, And the said Ward also prosecuted another suit in the said Court upon a mortgage executed to himself by the said Charlotte Edwin D and Susan Withers originally with Charlotte A Withers another of the Complainants in this suit to secure a principal debt of $3500 with interest. In this said last mentioned suit the said Ward obtained a decree by consent of the defendants for the sale of all their interest in the said 1275 acres, and John C. Blackburn Esquire was therein appointed Trustee to sell said property together with an

interest of Edwin D. Withers in a certain Bridge in the Patapsco River, which was included in said Mortgage under the said decree the said Trustee offered the said property at public sale at Towsontown, and the estate and interest of all the said defendants (now complainants) in said land was sold by George M. Hess and Jacob Reese the highest bidders at the price of $8,000. The said sale was excepted to by the said Charlotte, Edwin D Charlotte A. and Susan, and after much contention, was set aside by the Court because of an inadequate description of the interest of the said Charlotte in the advertisement of sale. The Trustee then upon was about again to advertise and sell the property meanwhile the said Hess and Reese had bought up many of the judgments existing on the Law side of said Court against said Charlotte and Edwin D. Withers, and were proceeding to enforce them by writs of fieri facias, sales under some or all of said executions were advertised and were imminent

Under such circumstances it was that this defendant was applied to by the Complainants — other resources failing them, and was earnestly solicited to assume the trust of selling the said estate in a manner which promised to avert the great sacrifice which it was evident must be the consequence of forced sales of partial interests under executions and decrees. He was urged by said Michael and Edwin on behalf of their mother and sister, as well as for themselves, to undertake to dispose of the whole property and distribute the net proceeds amongst the said Charlotte & all her children in equitable proportions, at the same time paying off the encumbrances to which the shares of any of them should be found subject. It was represented to him, that the said Michael P. C. Withers and Susan Ehrman in view of the fact that their mother & two unmarried sister involved as they had become with said Edwin, were threatened with ruin under the two fold pressure of the Mortgages of said Ward and the executions of said Hess & Reese, the disappointed purchasers at the former Trustee's sale, had agreed to this course provided he the said respondent would accept the trust no other person being found to undertake it. This defendant, who without any personal acquaintance with Mrs Withers felt much sympathy for her at first declined having anything to do with the matter but afterwards yielded reluctantly to the request which was again urged and upon the assurance given him by the said Edwin S. Withers and Michael P. C. Withers (and doubtless in good faith by the latter) that the business might be entirely performed and the sale and distribution effected within a very short time consented to assume the trusts declared in the deeds mentioned in the bill of Complaint upon the terms stated in said bill and the deed of 30th October 1860 from the said Charlotte, Edwin D. Susan (or Susannah and Charlotte A. Withers to this respondent was accordingly executed under the same agreement