deeds sought to be annulled were not made in consummation of a regular sale, but to gratify the Uncle of the grantors, who ruled their hopes and their fears. Their father was an improvident man, with little of the world's greed; fonder of spending than of grasping and accumulating. He died when some of them were very young; but they all seem to have grown up relying on their uncle, the Trustee for help & protection. There was confidence, weakness and dependence on their side. They were numerous and poor, he was childless, and wealthy. Their first desire would naturally be to please him; their most dreaded misfortune to offend him. The grantors in the deeds against which relief is sought, except one, were females, who had most probably enjoyed his protection and kindness and spent much of their time while children and young girls under his roof in Cumberland. Every circumstance in their history & condition was calculated to increase their confidence & dependence and augment his influence. And apart from this, the facts will not allow us to believe they knew what they were selling. If we suppose them to have resided on the Trust property until their respective marriages, we cannot presume them to have acquired a very accurate knowledge of the outlines, character and value of several tracts of rough, wild and uncultivated land, one of which is six or eight miles in extent. Besides it must be remarked that their father William W. Hoye died seized of several tracts of land in Allegany County, the patents for which remained in the trustee's possession and the names of which these grantors had never heard of and are unable to suggest when they file their bill, and yet these deeds make them convey their respective interests in these lands as well as in the Trust property. John Hoye knew that his brother William W. died seized of these lands, for he had the patents for them in his possession until the day of his death; but it does not appear that these grantors ever heard of their father having owned any lands, or where they lay, or what their value was, or what number of acres they contained. But they are embraced in these deeds under the most general and indefinite description. No objection is made to the will of John Hoye, which is in evidence in this cause, whereby he devises the mass of his property to John, Edward, Daniel T. and David, four of the cestuis que trust, and cuts the Complainants off with a trifling sum. Cujus est, ejus est dare. But as respects the trust property, whether it was so acquired as to be his, and to confer upon him the right of disposition, is the question to be decided. And if there any circumstances under which a purchase of Trust property by the trustee will be upheld in this Court, I think there

is certainly a total absence of them here. Hoye took no steps to divest himself of the Trust character, and put the cestuis que trust on their guard, made no distinct, unqualified, authorized contract with them for liberty to buy; did nothing to remove the danger that he was buying upon the knowledge acquired in the discharge of the trust, by a full and scrupulous communication of the knowledge he must be supposed to have possessed in reference to the trust property. This Court, administering the high toned system of equitable jurisprudence that governs the relation of Trustee and cestuis que trust, will never tolerate such an acquisition of the trust property by the Trustee as this case exhibits.

In cases removed from all suspicious circumstances that this, a Court of Equity will uproot and nullify such bargains. He that is appointed to protect the weak, inexperienced and confiding will not be permitted to use his position to strip them of what he should sacredly guard, and appropriate to himself what his duty requires himself to manage and improve for their benefit. Equity can not be asked to sanction such a tranaction without losing its name. Its proudest monuments have been raised by the purity it has enjoined in the administration of Trusts. The trustee cannot use his position for his own advantage. His duty involves the obligation not to act for himself. He can not serve two masters; he can not be allowed to be buyer and seller. Human nature is weak, and this Court will not suffer a trustee to place himself in the inconsistent position where his duty to his trust calls him one way, and his interest and schemes another. It is the business of the seller to get all he can, and of the buyer to give as little as he can. The trustee is this case appears to have well understood the business of the buyer, but he acted the part of the seller rather indifferently. It is obvious that he made both sides of the bargain: that the cestui que trust were passive instruments in his plastic hands. No evidence of a price asked or contended for them; no arguments on that head; no valuation made of the trust lands or personal property, or of the lands descended from William Hoye; no conversations about the different tracts, their quality uses and value; not a word of the number of tracts, the extent of them, where they lay, no knowledge communicated by the Trustee, which his confidential relation to the property and the parties enabled him to acquire; in short, no negotiations as between buyer and seller, but a proposition on one side and a blind acceptance on the other, and without knowing the property they were selling according to the proof. Surely such a transaction cannot stand, no matter what motive may have induced the Trustee to arrang