And whereas, said Sarah has already filed a caveat to said alleged wills, and proposes to contest the same and set up her rights to said property as her and next of kin as aforesaid.

And whereas, for said purpose it is necessary to retain and employ counsel, and to incur other necessary and proper legal expenses, which advances and expenses said Edwin Fitzgerald, at the request of said Sarah, has already incurred, or agreed to incur and become responsible for.

And whereas, said Fitzgerald has also agreed, at the request of said Sarah, pending said controversy, while she is unjustly kept out of her inheritance as aforesaid, to pay, and in his discretion to apply to the support and maintenance of said Sarah W. Hodges and her two unmarried daughters so long as they shall remain unmarried and dependent on her, an amount equal to the said provision made for her in said pretended will, to wit, the sum of six hundred dollars per year, the same to be so paid and applied by him in equal monthly instalments on the first day of every month.

And whereas, said Sarah is desirous of securing to the said Fitzgerald all such sums of money advanced, or that may hereafter be advanced by him for any of the purposes herein specified, and likewise of making provisions for the further expenses of said litigation, and also is desirous of making a settlement of all property which has or may come to her from the estate of her said brother by inheritance or otherwise, upon herself and her children and descendants in manner following:

Now, therefore, this deed witnesseth, that in consideration of the premises and for the love and affection she bears to her said children, and for divers other good and

valuable considerations moving the said parties of the first part thereunto, and in consideration particularly of said sums of money already advanced, and that may be hereafter advanced as aforesaid, the said Sarah W. Hodges and Thomas Harris Hodges, her husband, do hereby grant and convey unto the said Edwin Fitzgerald, his heirs, executors, administrators and assigns, all and singular the property, real, personal and mixed, wherever the same may be situate, which has been or may be derived by her from her said brother, John T. Johns, either as her-at-law or next of kin or otherwise, the intention being herein to convey the entire share or property which she may obtain from his said estate, real and personal.

To have and to hold the same, together with the improvements and appurtenances thereunto belonging, or in anywise appertaining, unto him the said Edwin Fitzgerald, his heirs, executors, administrators and assigns. In trust and confidence nevertheless, and to, for and upon the uses trusts and purposes following to wit:

1st. In trust in the first place to sell and dispose of so much of said property as may be necessary to repay to himself all and singular the sums of money which he has advanced, or may hereafter advance for counsel fees and legal expenses connected with said litigation, and all sums advanced, or that may be advanced by him under the agreement aforesaid for the support and maintenance of said Sarah and her said two unmarried daughters.

2nd. Together with interest on all of said sums from the date of said advances, until the same are repaid. And in further trust to sell and dispose of so much of said