marked "Complainant's Exhibit B", and which your complainant prays may be made a part of this bill.

6. That your complainant has performed all the requirements of said agreement on his part to be performed, but the said Joel Gutman refuses wholly to comply with the terms of said agreement on his part to be performed, and to take a conveyance of said property from your complainant, as he rightfully ought to do.

7. And your complainant represents, that the only reason given by said Joel Gutman for refusing to take said property is that he claims your orator has no right, as surviving trustee, to convey said property to him.

To the end, therefore:

1st. That the said agreement may be specifically enforced, and that the said Joel Gutman may be decreed to receive said property, and to take a conveyance therefore from your complainant as surviving trustee.

2nd. That your orator may have such other and further relief as his case may require.

May it please your Honor to grant unto your orator the writ of subpoena directed to said Joel Gutman, of Baltimore, commanding him to appear in this Court at some certain day to be named therein, and answer the premises, and abide by and perform such decree as may be passed therein.

D'Arcy Paul,
Solicitor for Thomas H. Buckler, Surviving Trustee.

Complainant's Exhibit A.
(Filed 10th October 1887.)

Eliza White, &c.
deed to
Henry White, &c., Trustee.

This indenture, made this fifteenth day of November, in the year of our Lord one

thousand eight hundred and sixty-five, between Eliza White, of Baltimore, and State of Maryland, of the first part, Thomas H. Buckler, of the same city and State, of the second part, and Henry White, of the same city and State, and the said Thomas H. Buckler, trustees as hereinafter mentioned of the third part:

Whereas, a marriage is intended shortly to be solemnized between the parties of the first and second parts hereto, and it has been agreed by and between them, at the desire of the said party of the second part, that all the estate, real, personal and mixed, and whether in possession, remainder or reversion so vested in or hereafter to come to the said party of the first part, under the wills of John C. White and Nicholas K. Rogely, deceased, shall be settled and conveyed to her sole and separate use, and for the benefit of her descendants and otherwise, upon the uses and trusts hereinafter set forth.

Now therefore this indenture witnesseth, that the said party of the first part, (with the knowledge and consent of the said party of the second part, and by his desire, testified to by his being a party to this instrument, and executing and acknowledging the same) for and in consideration of the premises and of the further sum of five dollars, current money to her in hand paid by the said parties of the third part, at and before the sealing and delivery hereof, the receipt whereof is by the fact of the execution of these presents admitted, hath granted, bargained and sold, assigned and transferred, by these presents doth grant, bargain and sell, assign and transfer unto the said Henry White and Thomas H. Buckler, and their heirs, executors, administrators and assigns, as joint tenants, all the lands, tenements, hereditaments, goods, chattels, debts, stocks, choses-in-action, estate and property, real, personal and mixed, belonging to the said party of the first part, with their appurtenances, whether