property as a security and pledge for the amount of said loans, work and labor and materials over and above the sum for which said lands were specifically mortgaged to him. Your Orator further shows, that sometime after the execution of the said mortgage to your Orator, and before any part of the money thereby intended to be secured was paid or payable according to the terms and provisions therein contained, to wit, on or about the twenty ninth day of October Eighteen hundred and sixteen, the said Robert Bigham conveyed to the President and Directors of the Aetna Company, his equity of redemption in and to thirty one acres of land, part of the said mortgaged property: the metes and bounds courses and distances whereof will be found particularly described and set forth in his deed of conveyance to said company, an official copy whereof, your Orator herewith files marked "Complainants Exhibit D" And on the eleventh day of November eighteen hundred and seventeen, the said Robert Bigham made and executed to a certain Gordon Bigham, a deed of trust, among other property of his equity of redemption in and to all the remaining part of said one hundred acres of land, which he had mortgaged to your Orator as aforesaid - the object of which said last mentioned deed, was to secure to the President and Directors of the Franklin Bank of Baltimore, the sum of five thousand dollars, which they had loaned or were about to loan to said Gordon Bigham, for that amount: all of which will more fully appear by an official copy of said deed of trust herewith filed marked "Complainants Exhibit E". Your Orator further complaining shows and charges, that at the time the said Robert Bigham made and executed to the said Aetna Company, the deed of conveyance aforesaid, the members and Directors of said Company (of whom said Robert Bigham was one) and the then President of said Company, Joseph Jamison, were fully aware and informed of the execution of said Robert Bigham's mortgage to your Orator independent of the knowledge and information which they had from its registration, and took said deed of conveyance, and paid the purchase money of said land with full knowledge and information, that said lands, so purchased by them, were included within the tract or lot of ground mortgaged to your Orator as aforesaid and constituted a part thereof. And your Orator further shews, that on the day limited and appointed by the said mortgage deed to him for the payment of the sum of money thereby intended to be secured, and often afterwards during the life time of said Robert Bigham, he demanded the payment of the said sum of money, with the interest which had accrued thereon. But the said Robert Bigham, although he often promised so to do, never paid the same, or any part thereof, to your Orator, and on or about the first day of June 1820 he departed this life intestate, and without issue, leaving his brothers John Bigham, Alexander Bigham, Joseph Bigham and other brothers and relatives whose names are to your Orator unknown, his heirs at Law. That such of the heirs at Law of the said

Robert Bigham as are known to your Orator, being those whose names are above stated, resident of the State of Maryland in parts beyond seas: That letters of administration on said Robert Bigham's estate were shortly after his death committed by the Orphans Court of Baltimore County, wherein he died to Henry W Rogers and the said Gordon Bigham, who took upon themselves the administration of said estate. Your Orator further shows that he has been informed by the administrators and believes, that the personal estate of said Robert Bigham is insolvent and unable to pay more than a very small dividend on the amount of the claims against it. That your Orator has demanded payment of the said mortgage debt and interest from said administrators, who have neglected and refused to pay the same, and also hath demanded of them the amount of the said Robert Bigham's note, to your Orator herein before mentioned and herewith exhibited, together with the interest thereon, which the said administrators have also refused to pay to him, on account of the insolvency of said estate. Your Orator also shews, that he has been informed and believes and charges that the said President and Directors of the Franklin Bank of Baltimore have been fully paid the amount of the loan made to said Gordon Bigham, and that the object and purpose of the trust therein set forth, and declared, being fully accomplished and gratified, the heirs at Law of said Robert Bigham are entitled to have a reconveyance of said lands, and to hold the same discharged of all right, title and claim of the grantee or cestuique trustee therein named. And now as your Orator is without relief in the premises, without the aid of this Honorable Court. To the end, that the said President and Directors of the Franklin Bank of Baltimore, the President and Directors of the Aetna Company; the said Henry W Rogers and Gordon Bigham may true and perfect answers make to all the matters and things herein contained, as fully and particularly as if they were repeated and interrogated, and that the usual notice by publication of the substance and object of this Bill, may be given to the absent and unknown heirs at Law of said Robert Bigham, and that the said tract or parcel of land and premises containing one hundred acres as aforesaid and mortgaged to your Orator by said Robert Bigham as aforesaid, may be sold, for the payment of the mortgage debt due to him, with the interest which has accrued thereon, and also for the payment of the note of said Robert Bigham for $2450. given to your Orator and herewith filed, together with interest due thereon, and that your Orator may have such further and other relief as to your Honors may appear meet and right: May it please your Honors to grant to your Orator the States writ of Subpoena directed to the said President and Directors of the Franklin Bank of Baltimore, the President and Directors of the Aetna Company: the said Henry W Rogers and Gordon Bigham, commanding them to be and appear in this Honorable Court on some day therein to be named, to answer this Bill and to stand to, abide by, perform and receive such decree as your Honors