and sixty two (162) feet and three (3) inches to the beginning; containing one and seven hundred and fourteen one thousandths (1, 714/1000) acres of land, more or less.

7. That your oratrix reported the said sale to the Orphans' Court for Baltimore County, and the said Court, after due publication of the usual order nisi, no cause to the contrary having been shown, finally ratified the same by an order passed on the twelfth day of August, in the year eighteen hundred and ninety, and immediately thereupon your oratrix tendered to the defendants a deed for the land so sold, duly executed by her, both as executrix and as devisee of her said testator, and demanded of them payment of the purchase money, and has ever since tendered herself, and now is ready and willing to complete the said sale; but the defendants decline to carry out their said contract, and refuse to pay the said sum of money and to accept the said deed, saying that they are advised that because of the matters herein before recited, and also because of a mortgage hereinafter mentioned, your oratrix cannot convey to them an unincumbered and merchantable title in fee simple to the said land.

8. Your oratrix further shows, that the only lien of any kind existing upon the said property is a mortgage, dated the fifteenth day of July, in the year eighteen hundred and eighty one, and recorded among the Mortgage Records of the said county, in Liber W. M. I., No. 95, folio 121, &c. by which the said Liberties

Van Bokkelen conveyed a larger tract of land, including the two lots sold as aforesaid to the defendants, to one John G. Rogers, to secure the payment of his promissory note for ten thousand dollars, payable to the order of the said John G. Rogers five years after date, that is to say, on the fifteenth day of July, in the year eighteen hundred and eighty six.

9. That in his lifetime the said testator had paid five thousand dollars on account of the said note, and by an assignment in writing, which is duly recorded at the foot of the said mortgage, the said Rogers has assigned the balance of the mortgage debt to one "Anthony M. Johnson, Trustee," without anything to indicate the nature of the trust, or the duties or powers of the trustee; so much of the said assignment as is material to the matters now in controversy being in the following words and figures: "$5,000.00 having been paid on the within mortgage, I hereby assign the within balance, to wit, $5,000.00 to Anthony M. Johnson, trustee. Witness my hand and seal this 19th June, 1889."

10. And now your oratrix shows unto your Honor, that although she has tendered to the defendants a full and final release of the said mortgage, duly executed by the said Anthony M. Johnson, trustee, and has also offered to surrender to them, duly cancelled, the said note, which is long since overdue, yet the defendants say that, because in the above recited assignment the said Johnson is designated "Trustee," simply without any words to describe or define the terms of the trust or the trustee's duties and powers, they