Susanna Popplein. That on or about September 10th, 1888, her trustee, John Whitney Bennett, appointed as such in stead of Courtney A. Butler deceased, and Susanna Popplein paid up, and received from Chas. W. Ligon, trustee, appointed as such in stead of Thos. W. Ligon, deceased, the only outstanding interest note due under said mortgage, and tendered to Chas. W. Ligon, trustee, ten thousand dollars, and asked for from him a release to said Susanna Popplein, legatee under the will of Nicholas Popplein, to the extent of the land, amounting to seventy five acres, and the assignment of the mortgage and mortgage note with the credit of five thousand dollars on it paid by Susanna Popplein to John Whitney Bennett, trustee, releasing said Susanna Popplein from any indebtedness on said mortgage or mortgage note. That said Chas. W. Ligon, trustee, offered to release said Susanna Popplein and her land from the operation and effect of said mortgage and mortgage note, and to assign said mortgage and mortgage note as hereinbefore set forth to said John Whitney Bennett, trustee, the holder of the second mortgage hereinbefore described. That on demand made by said Susanna Popplein and John Whitney Bennett, trustee, and William L. Garitee, that said Chas. W. Ligon, trustee, was unable to produce said mortgage note of ten thousand dollars, and said he had lost, or mislaid it, and and could not find it. That whilst negotiating with said Ligon, trustee, and arranging for the release and transfer of said mortgage and mortgage note, amicably, one W. S. G. Williams, a son of George H. Williams, who holds an assignment from J. Whitney Bennett, trustee, to the extent of six thousand dollars of the second mortgage on said

land of Wm. L. Garitee and one Peter E. Tome, by deceit, fraud and misrepresentation to and on said Ligon, trustee, Wm. L. Garitee, John Whitney Bennett, trustee, and your respondent, obtained from said Ligon an assignment of the mortgage of ten thousand dollars, said mortgage and mortgage note being then overdue. That before and at the time of said assignment to said P. E. Tome by said Ligon, trustee, said Tome and said W. S. G. Williams, acting for George H. Williams and said Ligon, trustee, were notified that said Wm. L. Garitee and Susanna Popplein and John Whitney Bennett, trustee, were ready to pay over the ten thousand dollars to said Ligon, trustee, and had tendered said ten thousand dollars to him, and tendered it to him then and there, and notified all of them of the rights and equities of William L. Garitee and of your respondent, and the trustee, John Whitney Bennett, and Susanna Popplein, and notified said Williams and Tome not to buy said mortgage and said Ligon not to assign it to them, or either of them. That said P. E. Tome, replying, said that he was acting for George H. Williams who held an assignment of the second mortgage from William L. Garitee to Courtney A. Butler, trustee, to the extent of six thousand dollars, and that he would buy said mortgage for George H. Williams, to prevent said Ligon, trustee, from assigning said mortgage, to the extent of five thousand dollars, to J. Whitney Bennett, trustee, as had been agreed to be done by said Ligon, trustee.

And further, answering your respondent shows, that George H. Williams was, and has been for years, the attorney of Wm. L. Garitee, your respondent, and John Whitney Bennett, trustee, and that as such attorney he has been