negotiating for sometime past for the sale, and assignment to him of said mortgage held by Ligon, trustee, for the use and benefit of said Wm. L. Garitee, and your respondents, trustee, John Whitney Bennett, to the extent of five thousand dollars; said Susanna Popplein's share to be paid, and her land released, and that said Williams had agreed that if he purchased said mortgage from said Ligon, trustee, that he would hold it in abeyance and would not foreclose it, except in default of interest, and would assign, or transfer it to John Whitney Bennett, trustee, on demand made, and upon the payment of five thousand dollars and the interest that might become due thereon. That the purchase made by said Tome of said mortgage from Ligon, trustee, was for the use and benefit of Wm. L. Garitee and John Whitney Bennett, trustee, and that upon the payment of five thousand dollars and interest, by Susanna Popplein, and five thousand dollars by John Whitney Bennett, trustee, and the accrued interest that said Bennett, trustee, is entitled to an assignment of the mortgage, and mortgage note to the extent of five thousand dollars, and Susanna Popplein to release of her land, and herself individually, from any demand of said P. E. Tome acting for George H. Williams, on account of said mortgage note, and mortgage, and that they are entitled to the production of the mortgage note. That said Susanna Popplein, Wm. L. Garitee and John Whitney Bennett, trustee, have tendered to said P. E. Tome the ten thousand dollars and accrued interest, and have demanded the release, and assignment as hereinbefore set forth, and the production of the note for ten thousand dollars, and that said Tome has refused to produce, and give up said mortgage note

and to make such release, and assignment, and she charges that said Tome, acting for George H. Williams, cannot produce said mortgage note of ten thousand dollars, the same having been mislaid or lost by C. W. Ligon, trustee, and that said P. E. Tome has no right whatever to take any steps whatsoever in regard to the foreclosure of said mortgage until he produces said ten thousand dollar note, and no right whatever to foreclose said mortgage after producing said note having in view the facts hereinbefore recited. That in regard to the six thousand dollars paid into the registry of this Court this respondent says, that all the right, and title, and interest, of William L. Garitee, the only one having any right, or title to said money, was assigned to John Whitney Bennett, trustee, and Charles E. Garitee and R. R. Boarman, his attorneys, long prior to the judgment of condemnation in said cause of Garitee vs. The Balto. & Sparrows Point R. R. Co.; which said assignment was filed in said cause. That said Chas. E. Garitee and R. R. Boarman have been paid two thousand dollars, their legal fees in said cause by an order of this Court thus recognizing said assignment, and that she says that the balance of the six thousand, viz: Four thousand dollars should be paid over to John Whitney Bennett, trustee, in accordance with said assignment, and she asks this Court to pass an order to that effect, and she says that said Susanna Popplein, and John Whitney Bennett, trustee, are entitle to relief from the act of P. E. Tome, acting for George H. Williams, and she asks this Court to pass a decree ordering said P. E. Tome to release said Susanna Popplein, and her land from the effect, and operation of said mortgage, and mortgage note;