for Mr. George H. Williams, were notified that the parties in interest were ready to pay over the $10,000 to said Ligon, trustee, and had tendered him said money, and notified them of all the facts hereinbefore recited, and of the rights and equities of William C. Garitee, John Whitney Bennett, trustee, Hannah E. Garitee and Susanna Popplein, and notified them not to buy or take an assignment of said mortgage. That Peter E. Tome stated that he was acting for Mr. George H. Williams, who held a mortgage to the extent of $6,000 on the portion of the land belonging to your respondent, and that he had bought said mortgage from Ligon, trustee, for Mr. George H. Williams, to prevent said Ligon, trustee, from assigning the mortgage to Bennett, trustee, to the extent of five thousand dollars, and said Ligon, trustee, had agreed to do.

And further answering, your respondent avers, that George H. Williams was your respondent's attorney, and had been for many years past, and was the attorney of John Whitney Bennett, trustee, and as such attorney he had been negotiating for over a year past for the sale of said mortgage to him by Ligon, trustee, for the use and benefit of John Whitney Bennett, trustee, and that he had agreed to hold said mortgage in abeyance, and to assign it to Bennett, trustee, upon the payment of the amount of said mortgage; and he avers, that the purchase of said Tome for George H. Williams was for the use and benefit of J. Whitney Bennett, trustee. That Susanna Popplein and John Whitney Bennett, trustee, tendered to said Peter E. Tome, acting for George H. Williams, the full amount of money due on said mortgage, and demanded a release to said Susanna Popplein of her land from the operation and effect of said mortgage

and an assignment of said mortgage to the extent of five thousand dollars to Bennett, trustee, and said Tome, acting for George H. Williams, has refused to accept said money and to make such release and assignment, and to give up said mortgage note; and he avers and charges that he cannot produce said mortgage note of $10,000, the same having been mislaid or lost by C. W. Ligon, trustee, and that said Tome has no right to take any steps whatsoever regard to the foreclosure of said mortgage until he produces said note, and none whatever if he can produce it, having in view the facts hereinbefore recited. That in regard to the $6,000 paid into the registry of this Court by the Baltimore and Sparrows Point R.R. Co., this respondent says that all the right, title and interest, he being the only one having any right or title to said money, was assigned to J. Whitney Bennett, trustee, R. R. Boarman and Chas. E. Garitee, his attorneys in said case, long prior to the judgment of condemnation in said cause, and filed therein. The said Boarman and Garitee, attorneys, have been paid $2,000, their attorney's fees under said assignment, by an order of this Court, and that the balance of the $6,000 viz: $4,000, belongs to J. Whitney Bennett, trustee, according to the terms of the assignment to him, and he asks this Court to pass an order to that effect. That as to one Peter E. Brenan having any interest in said land to denies the same. That he admits that said Susanna Popplein is entitled to relief from the acts of Peter E. Tome and W. S. G. Williams, acting for Mr. George H. Williams, and he asks this Court to decree that the land of said Susanna Popplein be released from the mortgage on the payment of her proportion of said indebtedness on the production of the