Sargeant, and the assignments thereof from Sargeant to Harriet R. Hyatt, and from Hyatt to T. Watkins Ligon, trustee; Exhibit T.P. No. 4. is a certified copy of an order of the Circuit Court for Howard County, appointing Charles W. D. Ligon, trustee, in the place of T. Watkins Ligon, deceased; Exhibit S.P. No. 4, is a certified copy of the assignment of said mortgage debt from Charles W. Ligon to myself; and Exhibit S.P. No. 13, is a copy of an order of the Circuit Court for Howard County, ratifying and confirming the assignment of said mortgage by Ligon to me; I am the sole owner of the mortgage, and have had the mortgage note in my possession from the day the mortgage was assigned to me; the mortgage debt is overdue and unpaid, and was overdue at the time of the assignment to me.

4 inty. Has any tender of said mortgage debt, or any part thereof, made to you by Susannah Popplein; and if so, and state when the same was made, and state whether the same was accepted, and if not, why not?

Ans. Shortly after I bought the mortgage Mrs. Popplein's son offered to pay me five thousand dollars and all accrued interest thereon, and demanded a release of the mortgage as to the part of the land covered by the mortgage, of which Mrs. Popplein was the owner; I declined to receive the money unless the entire mortgage debt was paid; and she being unwilling to pay the whole debt, and the owners of the other portion of the land covered by the mortgage refusing to pay, I filed a copy of the mortgage and

my bond, preparatory to make a sale, when Mrs. Popplein exhibited her bill in this case making me a defendant, and being unwilling to incur costs unnecessarily, I refrained from making sale under the powers contained in said mortgage, thinking that the whole matter would be adjudicated satisfactorily in this cause.

5 inty. Has said mortgage debt or any part been tendered you by any other person or persons; and if so, by whom?

Ans. There has not; I demanded payment of Mr. Wm. E. Garitee; he has paid no part of the debt; a railroad company had condemned a right-of-way through a part of the land covered by the mortgage, which Mr. Garitee then owned, and had paid the condemnation money into the Circuit Court for Baltimore County on the 4th of June instant, Mr. Charles E. Garitee, as solicitor for Mr. and Mrs. Garitee, and J. Whitney Bennett, trustee, defendants in this case, procured the passage of an order by the Circuit Court for Baltimore County, directing the sum of four thousand dollars of the condemnation money to be paid over to me on account of said mortgage debt; I received the four thousand dollars; and have entered a credit of the same upon the mortgage as of that date; the said mortgage note is still unpaid as to the residue thereof, and interest from the tenth day of September is unpaid.

Cross-Examination.

1 x inty. Mr. Tome, do you not remember, that upon the day when you purchased this mortgage from Mr.