W. Ruprecht has paid to your Orator as trustee of Christina Scholl the interest on the Single bill for two hundred and Sixty Six dollars and twenty cents specified in Exhibit No 1 up to said 7th day of July 1862, but that the whole of said principal sum with interest from the day and year last aforesaid is now due and owing by said Henry W. Ruprecht to your Orator as trustee as aforesaid as will fully appear by said Single bill filed herewith as Exhibit No 5, that your Orator does not know, but has been informed and charges that the notes mentioned in said Exhibits Nos 1 & 2 as due and owing to The Frederick Town Savings Institution and The Mutual Insurance Company of Frederick County and The Franklin Savings Bank of Frederick are still unpaid and due and owing as therein stated — that said Henry W. Ruprecht has paid the interest on the Single bill for four hundred dollars mentioned in said Exhibit No 2. up to the 18th day of February 1862 but that the whole of said principal sum with interest from the day and year last aforesaid is now due and owing by said Henry W. Ruprecht to your Orator as the Executor of said Christina Scholl dec^d. as will appear by said Single bill filed herewith as Exhibit No 6. — Your Orator further states that the said Henry W. Ruprecht, being indebted to The Frederick town Branch Bank, the corporate name of which has by act of the General Assembly of Maryland, been changed to "The Central Bank of Frederick, in the sum of Six hundred dollars by his note dated the 16th day of March 1850 wherein Adam Richea and Joshua Dill were liable as the Sureties for said Henry W. Ruprecht, did by his deed of mortgage dated the 3^d day of April 1850 convey to them said Adam Richea and Joshua Dill, said lot No 137 on the plat of Fredericktown, to which said deed there is annexed a proviso that, if said Henry W. Ruprecht do and shall pay or cause to be paid said note therein mentioned or such renewal or renewals thereof as may be made so as to save harmless said Adam Richie and Joshua Dill from all loss by reason of their said Suretyship, then said mortgage should cease and be null and void, as will fully appear by said deed of mortgage a true and certified copy whereof is filed herewith as Exhibit No 7 — that said Adam Richea has since departed this life and that said note was renewed on the 30th day of April 1862 for three hundred and Seventy dollars with interest from the 2^d day of June 1862 with said Joshua Dill and Christina Scholl as sureties, who are in Equity entitled to the benefit of the provisions of said last mentioned deed of mortgage, Your Orator further states that said Henry W. Ruprecht on the 17th day of December 1862 Executed a deed of mortgage for said lot No 137 on the plat of Fredericktown to Henry F. Ruprecht and Henry W. Ruprecht Jr. to secure the payment of two notes therein specified, as will appear by said deed of mortgage filed herewith as Exhibit No 8; that at the February Term 1863 of the Circuit Court for Frederick County, a certain Charles H. Taylor obtained a judgment in said Court against said Henry W. Ruprecht for the sum of One hundred and ninety four dollars and thirty three cents with interest from the 15th day of July 1860 and five dollars and sixty nine cents costs, as will appear by said judgment, a true and certified copy whereof is filed herewith as Exhibit No 9 and one Thomas J. Briggs obtained judgment against said Henry W. Ruprecht in the same Court for the sum of One hundred and ninety three dollars and ninety five cents with interest from the 30th day of August 1860 and five dollars and Sixty nine cents costs, as will appear by said judgment, a true and certified copy whereof is filed herewith as Exhibit No 10. — that the time limited by said deeds of mortgage for the payment of the Single bills to said Christina Scholl and your Orator as the trustee of said Christina Scholl has long since passed and the money therein mentioned is unpaid and still due and