No. 6590. Equity.

County, Maryland, by mortgage on their joint and several interests in said real Estate, said Mortgage bearing date the 20th day of November 1892 and recorded and which said Mortgage was duly assigned to the Franklin Savings Bank of Frederick Maryland, February 13th 1894, a Certified Copy of said Mortgage and assignment are herewith filed in this Cause and marked Exhibit No 1 to this Cause.

3rd At the time of the Entering upon the aforesaid Agreement between said parties there was also a Mortgage indebtedness of one hundred and fifty dollars upon said real Estate, that said two hundred dollars was added to the one hundred and fifty dollars, as will appear by reference to said Exhibit No 1.

4th That said Defendants upon and after the Execution of said Mortgage and by reason of the Agreement Entered into by the parties, said Defendants obtained said Two hundred dollars for the purposes as above set forth that upon receiving the Two hundred dollars, said Defendant purchased at public sale, from one Joseph Miller, of near Ringgold, Washington County Maryland, in said year of 1892 one Horse for $130- One farm wagon for $65; a log Chain & C $5- making a total of $200, being purchased out of the money received from said Valley Savings Bank on said Mortgage-

5th That said properties, Horses and Chattels were bought and used by said Defendants on said farm for their exclusive use, benefit, and forfeit

6th That your petitioners in this action did not expect, nor did they receive, the use or benefit of any of said articles purchased, said Horses and Chattels remained in, and Continue to remain in the possession of said Defendants as their exclusive property,

7th That your said petitioner Entered into the aforesaid Agreement and Joined in the Execution of said Mortgage, not in the expectation of receiving any of the benefits from said Money, or the Horses and Chattels bought with said Money, but upon the express understanding that each of said defendants were upon the division of the proceeds from the sale of said real Estate, to pay back to your said Petitioner, one seventh of said Two hundred dollars.

8th That since the Entering into the said Agreement and the Execution of said Mortgage, two of these Defendants in this Cause Viz, Martha E. Frey now Martha E. Hefauver and Katie M. Frey, have Conveyed, each their one seventh interests respectively to Fannie Frey by deed dated November 12th 1895 and duly recorded among the Land Records for Frederick County, a Copy of which deed is filed with the original Bill in this Cause Marked "Exhibit E."

9th That the said Defendants now refuse to Carry out the aforesaid Agreement as above set forth as regards the loan of the Two Hundred dollars, although said Agreement Existed at the time of receiving of said loan, and still Exists, Therefore your Petitioners pray for the