

No. 6356. Equity.

the said Grantor Company, mentioned and described in the said Mortgage Deed of Trust, that is to say, 325 bonds, dated October 1st, 1870, whereby 175 bonds are for the sum of one thousand dollars each; and 150 bonds are for the sum of five hundred dollars each, all payable in thirty years from date, with interest at the rate of six per cent per annum, payable semiannually in gold, on the first days of April and October in each year, on presentation and delivery of the proper Coupons therefore which were annexed to said bonds, and your Orator here-with files as part of this Bill of Complaint, marking the same "Plaintiff's Exhibit No. 1," a printed copy of the said Mortgage Deed of Trust.

2. That therefore, as your Orator is informed, believes and charges, the said Grantor Company, the Defendant, issued and sold, for its lawful and authorized purposes, the bonds hereinbefore, and in said Mortgage Deed of Trust described, to the amount, in the principal thereof of two thousand and fifty thousand dollars, that is to say, one thousand and seventy five of the one thousand dollar bonds, and one hundred and fifty of the five hundred dollar bonds, to all of which were annexed Coupons in proper form for the interest to accrue thereon until the maturity of said bonds, the proceeds of the sale of all of which bonds were received by the said Company, and applied to its lawful and proper purposes.
3. Your Orator is further informed, believes and charges, that when the Coupon on said bonds, so as aforesaid issued and sold by said Company, for the interest payable April 1st, 1875, became due, the said Company being unable to provide the money to pay the same, or any part thereof, defaulted in the payment of the Coupon maturing April 1st, 1875 on all of the said bonds, and so at the respective maturities of the Coupon for interest on said bonds, becoming due in October, 1875, and in April and October of each succeeding year, up to, and including the year 1884, the said Grantor Company, the Defendant, being unable to provide the money to pay the said Coupon, or any part thereof, defaulted in the payment of each and all of the Coupons on all of said bonds, so maturing or maturing in the period of time above mentioned, and said Company has not at any time since said respective defaults, paid any part of the said Coupon, or any of the said bonds, and all of the same are therefore now overdue and unpaid.
4. That John L. Voss and George H. Webster, two of the Trustees in said Mortgage Deed of Trust, are now dead, having died several years ago, and thereupon by virtue of the express provisions of the said Mortgage Deed of Trust, all of the estate, right, interest, power and control of said decedent Trustees, were devolved, ceased and determined, and the same became vacant and are now vested in, and all and singular, the trusts, duties and rights enumerated in said Mortgage Deed of Trust, devolved upon and became vested in, the Plaintiff, as the survivor of said Trustees.
5. That your Orator is informed, believes and charges, that the Pennsylvania Railroad Company, a Corporation duly created by the Laws of the State of Pennsylvania, was prior to April 1st, 1875, has been every since, and is now, the owner of one thousand and fifty six of the said one thousand dollar bonds, and of one hundred and twenty one of the said five hundred dollar bonds, that it was on November 6th 1889, has been every since, and is now the owner