

No. 6350. Equity.

to pay the same, or any part thereof, that said \$224,160 still remaining unpaid to said Pennsylvania Railroad Company up to and on the 6th day of September 1894, the said Company, did on that day, again make one demand in writing of the said Frederick and Pennsylvania Line Railroad Company for the payment thereof, and payment was again refused by the said Company, because it was unable to pay the same, that thereafter, to wit, on the 14th day of December 1894 the said Pennsylvania Railroad Company--the owner as aforesaid of more than three fourths of the said 325- Bonds secured by said Mortgage Deed of Trust, by George B. Roberts, its President, gave notice to the Plaintiff as surviving Trustee under the said Mortgage Deed of Trust of the default made by said Frederick and Pennsylvania Line Railroad Company in the payment of the aforesaid Coupons, of the said demands for, and refusal of the payment thereof, as hereinbefore set forth, and in pursuance of the provisions of the said Mortgage Deed of Trust, requested said Plaintiff as surviving Trustee as aforesaid, to take the necessary proceedings to sell the property conveyed to the said Trustee by said Mortgage Deed of Trust, in order that the arrearage interest on the bonds aforesaid thereupon and accrued thereby may be paid out of the proceeds of said sale.

7. That it is provided in the said Mortgage Deed of Trust that in case the said Frederick and Pennsylvania Line Railroad Company shall fail to pay the principal, or any part thereof, or any of the interest on any of the said Bonds therein mentioned, at the time when the same may become due and payable according to the tenor thereof, when demanded, then after twelve months from such default, if the same be not then paid, upon the request of the holders of such bonds, the Trustees named in said Mortgage Deed of Trust, or the survivors or survivor of them or their successors in said Trust, on the written request of the holders of at least three fourths of the bonds then unpaid, may cause the said property conveyed to said Trustee by said Mortgage Deed of Trust, or so much thereof as may be necessary to pay the principal and interest of all such of such bonds as may be then unpaid and are to be sold at public auction, and the proceeds of sale applied as in said Mortgage Deed of Trust is set forth,

8. That under and by virtue of the provisions of the said Mortgage Deed of Trust, default having been made by the Defendant, the said Frederick and Pennsylvania Line Railroad Company after demand made, in the payment of the interest on said Bonds as set forth in the preceding part of this decree, and this default having continued for more than twelve months prior to September 6th 1894, and demand then having been again made of said Defendant for the payment of the said interest, which demand was refused, it is further adjudged, ordered and decreed, that default has been made in the performance of the terms and conditions of the said Mortgage Deed of Trust, and the conditions thereof have thereby become and are broken, and the said conveyance to the Plaintiff as surviving Trustee thereunder, has become and is absolute.

And it further appearing and being shown by the proceedings in said cause, that the property and premises conveyed by said Mortgage Deed of Trust, consists of one continuous line of railroad extending from the City of Frederick, in the State of Maryland to the line between the State of Maryland and the State of Pennsylvania, and