

one of the complainants, was conveyed to her by the said T. P. Scott, and that said John Scott, administrator of Joseph M. McKim, afterwards died, and administration *de bonis non* upon said estate, was, on the 17th of October, 1843, granted to the complainant, William A. McKim.

The bill further charges, that John Glenn and John Scott, trustees as aforesaid, on the 1st of August, 1837, loaned \$5,000 of the trust money for the space of six months, to Luke Tiernan, and to secure the same, said Tiernan executed to the said John Scott and John Glenn, a mortgage of certain real estate, lying in the city of Baltimore, conditioned for the payment by said Tiernan, to said John Scott and John Glenn, trustees as aforesaid, of the said sum of money, and interest thereon from the said 1st day of August to 1st day of February, 1838. A certified copy of this mortgage is filed with the bill. The bill then states and charges, that said Tiernan afterwards died, and by his will, executed on the 9th of October, 1839, appointed Alexander Neill, and W. Tiernan Somerville, his executors, who, by virtue of the authority in them reposed, sold at private sale, on the 26th day of May, 1841, their testator's interest in said mortgaged premises to one William H. Tiernan, and that said Neill and Somerville, before executing any deed to said William H. Tiernan, joined with him in a deed, dated the 4th day of September, 1841, conveying their several rights and interests in said property to William H. Tiernan and Charles Tiernan, in trust for the use of Guy R. Tiernan, the wife of said Charles Tiernan. That said John Scott, afterwards, about the 28th of August, 1843, died, leaving said John Glenn, sole trustee of the premises mortgaged as aforesaid, and that said Glenn was, by an order passed in said cause on 17th of April, 1848, removed from the trust aforesaid, and the complainant, John H. B. Latrobe, was thereby appointed sole trustee, to execute and perform the objects of said trust. The bill then charges, that said sum of \$5,000, was not paid at the time limited in the mortgage, nor afterwards to said John Scott and John Glenn, neither by the said Luke Tiernan in his lifetime, nor by his executors after his death, and that the said loan, with interest