begun and held at the City of Annapolis on the second Tuesday of July in the year of our Lord one thousand eight hundred and forty one.

Present The Honorable Theodorick Bland, Chancellor,

Louis Gassaway Register.

Were had (among others) the following proceedings.

Elisha Joice and Eliza his wife Stephen Severson and Sarah his wife
vs.
Elijah Taylor.

Be it remembered that heretofore to wit, on the 22d day of October 1830 William Gibson Esquire clerk of the County Court of Baltimore County transmitted to the Court of Chancery of Maryland a certificate under the seal of his said office, in the words following.

Elisha Joice and Elizabeth his wife Stephen Severson and Sarah his wife.
vs.
Elijah Taylor.

Baltimore County Court October Term 1830. 29th September 1830. Bill filed Injunction and subpoena issued summoned, Injunction served 30th September 1830. appearance for defendant ordered that Injunction be dissolved unless bond be filed on or before the 6th October 1830. Bond fd. and approved. 15th October 1830 answer of defendant and exhibits 1. 2. 3. 4. 5. 6. filed same day motion to dissolve Injunction rule. order fd. same day notice of motion admitted, same day suggestion an affidavit of Elisha Joice fd. order for removal to Court of Chancery. Wm. Gibson, Clk.

In pursuance of the order above referred to I herewith transmit to the Hon'ble. the High Court of Chancery of Maryland the original papers in the forementioned cause. In testimony whereof I have hereto set my hand and seal of Baltimore County Court this 20th day October 1830.

Seal

Wm. Gibson, Clk. Balto. Coty Court.

Ramsay Waters Esq. Reg. Ct. Ct. Chancery.

Complainants costs in County Court $16.68

Defendants Do. . . . Do 12.50

And accompanying said certificate and filed in the said Court of Chancery therewith were certain proceedings theretofore had in the said County Court severally as follows:

To the Hon. the Judges of Baltimore County Court as a Court of Equity. Your orators Elisha Joice and Elizabeth his wife Stephen Severson and Sarah his wife of the City of Baltimore humbly complaining shew unto your Honors that some time in the year eighteen hundred and twenty seven your orators the said Elisha and Elizabeth Joice joined in the execution of a deed for a certain tract of land lying Baltimore County that belonged to Isaac Raven late of said County deceased, and after his death to the said Elizabeth Joice as his heir at law, to your orator the said Sarah, who was then a feme sole and intermarried and which said deed was ordered intended and supposed by the parties, to be a deed of trust, and is no so considered by them, for the separate use and benefit of the said Elizabeth and the property therein mentioned was to be reconveyed, at any time, when required by the said Elizabeth, and that since the execution of said deed the said Sarah has intermarried with your orator the said Stephen Severson. Your orators further shews that Elijah Taylor of Baltimore County, being one of the joint executors of the last Will and Testament of the said Isaac Raven to the whole of whose real estate the said Elizabeth is entitled as aforesaid and to the one third part of his personal property, and the said Taylor knowing all these circumstances and pretending that he could not settle his administration account for the personal property of said estate unless the said Sarah would give him a mortgage on his own right to the property conveyed

by said deed of trust to cover the amount of the purchase made by the Elisha and Elizabeth Joice at the sale of the personal estate of the said Raven and which said purchase was made with an express agreement and understanding that the amount thereof should be set off and allowed against so much of the said Elizabeth's portion of said personal estate as she might be entitled to in the distribution thereof: And the said Sarah and Elizabeth being entirely ignorant that this step was not necessary and proper and being assured by the said Taylor that so soon as said settlement had taken place he would pay over the said portion and would give up said mortgage. Your orator the said Sarah was induced to give him a mortgage deed of said property. Your orators further shew, that the said Taylor has grossly abused his trust as executor of said estate and has embezzled a part of the personal property and has been guilty of great fraud in the administration thereof, and has finally by his mismanagement absorbed all the personal property and brought the estate in debt, and with a full knowledge of the premises, he has fraudently and without day being given your orators to answer and shew cause against it, and without making the said Elizabeth the cestuique trust of said property a party to said suit, caused the said mortgage to be foreclosed by a decree of this Court, and has advertised said property for sale on the second day of October next, under said decree, to satisfy said mortgage. Your orator the said Sarah alleges that she had no equitable right to make said mortgage, but she was ignorant of that fact at the time of making the same, and that both she and the said Elizabeth were deceived and misled by the misrepresentations of the said Taylor, in whom they then had confidence but whose whole conduct has since been fraudulent illegal and oppressive and tends to injure your orators and as they verily believe with a view to deprive them of said property for his own benefit and advantage so far as they judge by his conduct and declarations which they are ready and able to prove to this Court may direct. Your orators further shew that said mortgage deed was obtained by collusion and fraud, without a valuable consideration and that your orators nor any of them are justly indebted to the said Taylor and that he has money in his hands which he ought to account for and pay over to them more than sufficient they verily believe to pay said mortgage debt, if the said Taylor can be brought to a fair and honest settlement of his said administration and be compelled to account for the funds that have come into his hands as aforesaid. Your orators therefore inasmuch as they are entirely without remedy in the premises, but by aid of this Court, pray that the said decree of foreclosure may be suspended and the sale of the mortgaged property enjoined, and the said decree either entirely annulled for ever and its operation perpetually stayed, or that further time for the performance of the conditions of said mortgage be allowed until a full hearing and determination of this cause in equity, and that the same may be annulled or modified as justice and equity demand, and that they may obtain other and further relief in the premises. May it please your Honors to grant your orators the State of Maryland's writ of subpoena and injunction to be directed to the said Elijah Taylor and Thomas Parkin Scott, Trustee for the sale of said mortgaged property under said decree their agents and attorneys commanding and enjoining them and each of them to suspend all other and further proceedings under said decree until the further order of this Court in the premises, and commanding the said Elisha Taylor to be and appear before this Hon. Court, upon a day certain to be therein named then and there upon his corporal oath to answer all and singular the