standingly to enter into any such arrangement. But your orators state and charge that said Diffenderffer persevered in urging his said proposal for a conveyance and in presenting it in the ambiguous form already mentioned by your orators and did finally execute a conveyance of said lot therein professing to convey the same to your oratrix and her heirs and stating the consideration therefor to be eight thousand five hundred dollars of which deed your orators here exhibit a copy marked A. as a part of this bill. And your orators state and charge that to gain the assent of your oratrix to the acceptance of said conveyance as a payment in part of his claim as before specified said Diffenderffer from time to time during the making of his suggestions and representations aforesaid to your oratrix, declared to her that he would make such devises and bequests to her in his will as would supply any deficiency which she might thereafter suppose to exist in the value of said house and lot. And your orators state and charge that after thus executing said conveyance said Diffenderffer again importuned your oratrix for her acceptance thereof and made specious representations to her as to the nature of said lot with a view to prevail upon her to accede to his wish and in order the better to perpetrate the fraud he contemplated, but that to all such applications your oratrix renewed her declaration of her ignorance as to the value of the property, and of her incompetency to effect any such transaction.

Your orators now state and charge that said Diffenderffer nevertheless without any adjustment of account as aforesaid, with your oratrix or any ascertainment by her of the value of said property or any information on his part to establish the same to her satisfaction and without any agreement on her part with him as to the same or any assent from her to accept said property at the amount stated in said deed as a consideration deposited the said deed for record among the land records of Baltimore County Court, without the privity assent or knowledge of your said oratrix. Your orators state and charge that the value of said property altho extravagently and with fraudulent intent stated in the said deed as worth or as having been purchased by your oratrix at the price of eight thousand five hundred dollars is in truth not of greater value than four thousand dollars and probably could not be sold for a higher price than thirty five hundred dollars. the lot being of unusually small dimensions and the improvements thereon being old and greatly out of repair. and the next yearly rient thereof being in fact not so much as one half the amount yielded by the consideration money therefor at simple interest. And your orators charge that after thus imposing in your oratrix's name upon the records aforesaid the conveyance of the property aforesaid as purchased by her for the sum of eight thousand five hundred dollars, said Diffenderffer gave your oratrix no notice of his said act nor did he give her to understand that his indebtedness to her was thus satisfied to the extent of said alledged consideration, but in answer to her repeated request to him for an account of his said debt to her, he continued from time to time, to promise a statement thereof to your oratrix. And your orators moreover state and charge that said Diffenderffer in order to consummate his fraud upon the rights and property of your oratrix before so placing said deed upon record, about the fifth day of January in the year eighteen hundred thirty five again applied to your oratrix and requested her to walk with him stating that he then meant to furnish her with an account of her estate to which request your oratrix acceded and accompanied

him when said Diffenderffer without mentioning anything relating to said account in the mean time or afterwards, conducted your oratrix to the office of a Justice of the peace and there presented to your oratrix a paper writing which he requested her to sign and which had never before been seen by your oratrix and of the contents of which she was wholly ignorant, and your orators state that your oratrix without any examination of said paper and without being informed of the contents, nature or object thereof, by said Diffenderffer or said Magistrate but in entire ignorance of the same and still confiding in her said fathers sense of justice and relying on the correctness of his intentions, signed the said instrument of writing whereupon your oratrix charges that said Diffenderffer after procuring your oratrix immediately to acknowledge the said writing before the said Justice of the peace took possession of the same and at no time afterwards ever exhibited it to your oratrix or gave her any explanation as to the object or effect of the same, but your orators charge that on the contrary the said Diffenderffer never gave your oratrix afterwards to understand that she had realeased to him all her claims in the premises but continued deceptively to represent to her his intentions of stating and adjusting with her his said account. But now so it is and so your orators state and charge that your orators have since the death of said Diffenderffer for the first time ascertained that the said instrument of writing purports to release said Diffenderffer from all claims and demands whatsoever, and to declare that your oratrix in consideration of so releasing him had received twelve thousand dollars as by a copy thereof marked B. herewith exhibited as a part of this bill will appear. And your orators state and charge that no part of the said sum was ever received by your oratrix, or your orator from said Diffenderffer or on his account. And your orators aver and charge that such pretended release was fraudulently obtained from your oratrix by said Diffenderffer without any consideration whatsoever and that said pretended conveyance from said Diffenderffer to your oratrix was fraudulently contrived by said Diffenderffer for the purpose of charging your oratrix falsely and fraudulently with the sum therein stated as a consideration for the same. And your orators state and charge that the said Diffenderffer after said pretended release was signed and acknowledged as aforesaid and to the time of his death, pretended to your oratrix that said conveyance was intended by him as a deed of gift to her, the better to preclude all suspicion from her mind of the unfair and fraudulent dealing by which he was attempting to sacrifice your oratrix's rights and interests. And your orators aver and charge that while said Diffenderffer was so pretending in respect to said conveyance your orator being then about to be married to your oratrix, the said Diffenderffer proposed to your orators that a marriage settlement should be made of your oratrix's property at the same time presenting to your orators a draft of a conveyance to effect that object which however your orators aver and charge was not drawn with their privity or assent or that of either of them. your oratrix and orator aver that they were then informed by said Diffenderffer that the object and effect of said conveyance in trust were to secure to your oratrix the use of her estate so as to preclude the possibility of its being involved for her intended husband's liabilities and to leave to her the absolute power of disposing of it in any form by Will or otherwise in favor of your orator, when her husband or any one else! Your orators aver and charge that being themselves ignorant of the true import of legal phraseology and incompetent properly to construe instruments such as that now mentioned your orators confiding in the