upon the grounds hereinafter stated, that is to say, she saith that on or about the 30th day of March 1825 a certain Francis S. Mitchell died seized and possessed of a large and valuable Real and Personal Estate, having previously executed and duly published his last will and testament, with a codicil thereto, a copy whereof marked Complainants Exhibit E. is herewith filed and prayed to be taken as part of this bill of Complaint, that the said James D. Mitchell, who was with your Orator's child of the said Francis S. Mitchell by his intermarriage with a daughter of Dr. James Davidson of Queen Anne's County, obtained from the Orphans Court of Baltimore County, letters testamentary on the personal Estate of said Francis S. Mitchell as appears by the certificate hereof, herewith filed marked Complainants Exhibit F. and prayed to be taken as part of this Bill of Complaint - that said James D. Mitchell also executed and filed in said Orphans Court his bond approved by said Court a certified copy whereof marked Complainants Exhibit G. is herewith exhibited and prayed to be taken as a part of this Bill. -

Your Orator's further sheweth that said James D. Mitchell accepted the several devises & bequests to him mentioned in said last will of said Francis S. Mitchell and entered into possession of the Real & personal Estate thereby devised to him and claimed to hold said Real Estate and all the personal Estate bequeathed to him as aforesaid under and by virtue of said last will and testament.

Your Orator's further sheweth that the said James D. Mitchell was entitled to a valuable share or portion of the Estate of Dr. James Davidson as recited in said will of said Francis S. Mitchell and that the property bequeathed to and enjoyed by him under said last mentioned will was of much greater value than the value of his said share or portion of Doctor James Davidson's Estate, by reason of all which premises your Orator is advised and charges the said James D. Mitchell became and was bound in Equity to relinquish and release by deed duly executed and delivered to your Orator's his undivided interest in said Estate and property of Doctor James Davidson or in lieu thereof to pay to your Orator's the sum of Five thousand Dollars lawful money and your Orator's charges that in default of executing said deed and delivering the same as directed by said last will that the said James D. Mitchell became personally bound and liable in Equity to your Orator's for the said sum of five thousand dollars, notwithstanding the fact that said sum of money was in and by said last will secured by charging the same on that portion of the Testator's Estate and property devised and bequeathed to said James D. Mitchell for his own use and benefit. And your Orator's further sheweth that the said James D. Mitchell did wholly neglect and omit to execute and deliver the deed of relinquishment and release to your Orator's as directed and enjoined in the will of said Francis S. Mitchell but always promised up to his death that he would do so to discharge himself from the payment of said sum of five thousand dollars and before his death which happened in August 1837 he acknowledged his liability under said will to your Orator's by causing a paper writing to be prepared which he signed, a copy whereof marked Complainants Exhibit H. is herewith exhibited and prayed to be taken as part of this Bill, but inasmuch as the said James D. Mitchell had subsequently to the death of said Francis S. Mitchell married a certain Elizabeth Mitchell who was thereby entitled in case

of survivorship to her dower right in the said James D. Mitchell's portion of the Real Estate of Dr. James Davidson it became impossible for said James D. Mitchell to make the release & relinquishment required at his hands by the will of said Francis S. Mitchell without obtaining the co-operation of his said wife, who in fact survived him, and which co-operation of his said wife, who in fact survived him & which co-operation your Orator's charges his said wife refused and refused to give as the said James D. Mitchell desired, and your Orator's charges that from that cause or some other cause the said paper writing was never acknowledged and delivered by said James D. Mitchell to your Orator's who now relies upon said paper writing and the conversations of said James D. Mitchell at various times merely to shew an acknowledgement at those times by said James D. Mitchell, that he had not discharged his obligation to your Orator's under the will of their father Francis S. Mitchell and to explain in part the lapse of time which has ensued from the death of Francis S. Mitchell to the filing of this bill. Your Orator's further charges that by the default of said James D. Mitchell as aforesaid she became entitled to have and receive from him or his executors or administrators the said sum of five thousand dollars with interest thereon from the death of said Francis S. Mitchell or from a reasonable time thereafter which she avers would be from the end of thirteen months from the death of said Francis S. Mitchell - Your Orator further sheweth that immediately or very shortly after the death of said James D. Mitchell to wit on the day of February in the year 1838 she filed her bill in Charles County Court, sitting as a Court of Equity against Elizabeth Mitchell the widow and devisee for life of said James D. Mitchell claiming the said sum of five thousand dollars with interest as aforesaid and seeking to charge the same on a tract of land in Charles County called "Myrtle Grove," devised by said Francis S. Mitchell to said James D. Mitchell and by him to his said widow for life, that the said Bill of Complaint and all the proceedings therein were afterwards duly removed to the High Court of Chancery and the Bill of Complaint was amended so as to make the eldest male child of a certain Henry S. Mitchell a party defendant in as much as it was claimed in his behalf that he was entitled to the first Estate of inheritance in said "Myrtle Grove" that the said Elizabeth Mitchell having afterwards departed this life before the final hearing of said Bill of Complaint leaving the said Henry S. Mitchell in full life, your Orator's by proper proceedings in said cause suggested whether by the death of said Elizabeth Mitchell the tenant for life before the happening of the contingency in which the remainder in said Myrtle Grove depended according to the true construction of the last will of said James D. Mitchell, the said tract of land called "Myrtle Grove" - has not vested in your Orator's as the sister of said James D. Mitchell of the whole blood, he having left no other brother or sisters of the whole blood and no descendants - and your Orator's further sheweth that it was so proceeded in and upon her said Bill of Complaint that the Chancellor dismissed her said bill for the within reason that by the death of said Elizabeth Mitchell the legal title of said Myrtle Grove" had become vested in your Orator's from which Decree your Orator's appealed and the same was affirmed by the Court of Appeals at December Session 1844, as your Orator's