less and which had been mortgaged to him to secure the repayment of that sum and that afterwards to wit on the 22d. May 1834 the same Beale Randall by another deed of that date expressing the consideration therefor to be the sum of six thousand dollars ($6000) conveyed to a certain John T. Randall who was his brother nine or more several pieces or parcels of land in the City of Baltimore therein particularly described and that afterwards to wit on the 6th day of September 1834 the said Beale Randall by another deed of that date expressing the consideration therefor to be five hundred dollars ($500 conveyed to his same sisters hereinbefore mentioned part of a tract of land called Batchelors Choice and other tracts in Baltimore County containing twenty acres of land more or less and that afterwards to wit on the 31st December 1835 the said Beale Randall by another deed of that date expressing the consideration therefor to be the sum of twenty five hundred dollars conveyed to one of the same sisters hereinbefore mentioned to wit to Henrietta Randall two several pieces or parcels of land in the City of Baltimore and that afterwards to wit on the 29 June 1838 the same John T. Randall hereinbefore mentioned by his deed of that date expressing the consideration therefor to be eleven thousand dollars conveyed to the said Charlotte Randall Henrietta Randall and Deborah Randall all the several pieces or parcels of land which had been conveyed to him by their brother the said Beale Randall by his Indenture hereinbefore referred to of the 22d day of May Eighteen hundred and thirty four.

Further complaining sheweth your orator that one of the said sisters and conveyees to wit Deborah Randall hath departed this life having first made her last will and testament and a codicil thereto which hath been admitted to probate and in and by which she gives and devises all her property real personal and mixed to her surviving sisters the said Henrietta and Charlotte but that no letters testamentary have been granted upon the estate of the said testatrix and that ever since her death her said surviving sisters have had possession of all the property to said estate belonging.

Further complaining sheweth your orator that of the several pieces or parcels of land conveyed in the first instance by the said Beale Randall to the said John T. Randall on the 22d. May 1834 and subsequently by the said John T. Randall on the 29th June 1838 conveyed to the said Charlotte, Henrietta and Deborah Randall and to which in fact the said Beale Randall on the day of his said conveyance had title four in number were attached and sold under the writ of fieri facias hereinbefore mentioned and bought and paid for by your orator as hath already been set forth that is to say in the first place all that lot of ground in the City of Baltimore which was conveyed by James Howard and wife to the said Beale Randall on the 5th March 1833 by deed recorded among the land records of Baltimore County Court in Liber S.K. No. 236 folio 296 &c. in the second place all the equity of the said Beale Randall in another lot of ground in said City

mortgaged by him to one Micha Lloyd on the 28th day of January 1834 by deed recorded among the land records of Baltimore County Court in Liber S.K. No. 234 folio 226 &c. in the third place all that other lot of ground in said City on the North side of Franklin Street to which as the representative of Larkin W. Randall deceased and assignee of Anthony L. Cook the said Beale Randall became entitled under a contract to lease the same entered into by one Henry Peters with the said Anthony Cook and Larkin Randall and in the fourth place all that other lot of ground on Park Street in said City which was leased to the said Beale Randall by Elizabeth Jones on the 11th day of October 1832.

Further complaining sheweth your orator that on the 29th January 1836 a certain Micha Lloyd the mortgagee in the deed of mortgage hereinbefore mentioned executed by the said Beale Randall on the 28th day of January 1834 released all his or her interest in said mortgage the mortgage debt having been fully paid him or her to the said John T. Randall to whom the said Beale Randall had conveyed his equity thereon by the deed of the 22d. May 1834 whereby it happened and is the fact and is charged to be by your orator that at the time of your orators purchase of and payment for all the interest of the said Beale Randall in said mortgaged premises under the writ of fieri facias aforesaid the said mortgage debt had been fully settled and satisfied and all the estate and title therein of the said mortgagee wholly extinguished and gone.

Further complaining sheweth your orator that at the time of his purchase aforesaid under the said writ of fieri facias all the moneys due and payable upon the contract already set forth as entered into between a certain Henry Peters of the one part and a certain Larkin Randall and Anthony Cook of the other part had been paid by the said Henrietta, Charlotte and Deborah Randall or some one of them.

Further complainant sheweth your orator that the pieces or parcels of ground conveyed by the said Beale Randall to the said Henrietta Randall on the 31st December 1835 and situated in the City of Baltimore the one of them on the north and the other on the south side of George Street (now and in the year 1838 known as Thames Street) were also attached and sold under the writ of fieri facias hereinbefore mentioned and bought and paid for by your orator as has been already above set forth.

Further complaining sheweth your orator that from the 22d May 1834 up to the 29th June 1838 the said John T. Randall was in possession and took and received all the rents issues and profits of the several pieces or parcels of property described in the indenture of the first mentioned executed and delivered to him by the said Beale Randall and hereinbefore mentioned and that from the 29th June 1838 the said Henrietta, Charlotte and Deborah Randall under the indenture of that date executed and delivered to them by the said John T. Randall and also hereinbefore mentioned took and held such possession and received the said rents issues and profits until the death of the said Deborah which took place in