defendant to be lessee apparently in place of your Orator and according to all the terms just expressed in connection with the formal leasing to her, And your Orator states that this is true, and only this, that said Lease happened to be executed to said Sarah Wright and so is as your Orator states and charges that except to assure to said Sarah the said Life advantages the said Land for all the said Leasehold interest thereon has always since your Orator first entered upon it up to the time been in fact and justice your Orators property. And your Orator states that he always supported all the expenses of cultivating the said Land and did any work concerning it, whether in paying for buildings, or in paying ground rent and taxes, or in any other purchases, said Sarah never being subject to any charge or expense in any of those purchases as well as her maintenance and comfortable support at your Orators table and under the roof of the dwelling the fruits of his toil had provided were made a charge to her for the period of twenty eleven years that she spent her days with your Orator and his family – And your Orator now states and charges that said Sarah died very suddenly by paralysis without leaving a Will or any writing showing how and why it was that her name appeared as lessee in the said Lease and that all her claims for any benefit thereof (or rather that it was but a claim to your Orators support of her and his giving her a habitation on the Land jointly with her life). But your Orator states that one Benjamin Mellor a brother of said Sarah Wright her father Benjamin Mellor having died above the year 1834 and your Orator having supported said father for about eighteen months (to the time of his death) was so sensible of the rights of your Orator to said Land as of his said sister's limited interest in or connection with the said Land that he did not hesitate about the year 1842 to relinquish or alienate all pretension to said Land under the said Lease and about the year 1851 executed a writing releasing to your Orator all possible interest as aforesaid in said Lease that he might have as a next of kin of his said sister, the only next of kin of said Sarah being said Benjamin Mellor and a niece of said Sarah.

And your Orator states that the said Benjamin Mellor his regarding his said relinquishment of all pretensions to said Lease hold interest and seeking to obviate and so prevent the effect of his said Release and assurance of his interest to your Orator has recently obtained from the Orphans Court for Baltimore County letters of administration on said Sarah Wright's Estate to the end that (altho as is the fact now avowed by your Orator there are no debts of said Sarah remaining to be paid as she died without leaving any debts) your Orator might be dispossessed and despoiled of his Estate aforesaid under the

strictly legal powers that the terms of the said Lease might confer on an Administrator. And your Orator now states and charges that in pursuance of said purpose and of said fraudulent object of depriving your Orator of property that said Mellor still knows is equitably your Orators and of nullifying said Mellors own act of release aforesaid the said Mellor in his capacity of Administrator aforesaid has had process issued against your Orator as if a tenant at will of said Sarah Wright and through the action of the Justices of the Peace conducting the proceedings who refused to allow testimony to be adduced to rebut, as it was, tenant completely overthrown every possible pretension of your Orator having been a tenant aforesaid or of his having been at any time possessor of said Land except as actual owner and so recognized and respected by said Sarah, the said Mellor as such administrator has had Judgment rendered in his favor against your Orator requiring delivery from your Orator of the possession of said Land. And your Orator states and charges that said Justices Wiseller & Jones and Nathan Herbert have issued their said Judgment and for Execution thereon with directed to the Sheriff of Baltimore County Pleasant Hunter requiring him to have delivered to said Benjamin Mellor possession of said Land and requiring of your Orator the surrender to said Mellor at command of said Sheriff of the said possession all which is done at instance of said Mellor notwithstanding his knowing your Orators equitable rights as aforesaid to said Land and altho as your Orator insists and here claims the said Mellor as administrator aforesaid as combined in fact of perpetrating the fraud on your Orators rights by his proceeding to deprive him of his property, to transfer to your Orator the legal Estate in the Land by a conveyance to him in said Mellors capacity as administrator aforesaid of all possible claim or interest thereto or thereon over in said Sarah Wright And your Orator has exhibited as part of this Bill the said Lease Marked A and also marked B the said writing from Benjamin Mellor releasing to your Orator all pretensions to said Land. And your Orator states and charges that said Lease has always remained in possession of your Orator except when he delivered it (as he also did his forthcoming and that the said Lease never was in possession of said Sarah Wright All which actings of said Benjamin Mellor are against Equity. In tender consideration whereof and for as much as your Orator is in the premises remediless save in a Court of Equity which purposes equitable relief and enforces them against all frauds under cover of mere formal