Said House and subject to a yearly rent of 16 dollars and Eighty
five and a half Cents payable half yearly on the first days of
January and September in each year And the other Lot Ground 16
feet 6 inches in the South East side of Little Gay Street with a depth
of 125 feet to Little Mt Vernon Street formerly Paul Street and is
subject to an annual rent of 16 dollars and 25 cents and to a
sub rent of 5 dollars as will appear by reference to the said conveyance
or assignment duly recorded among the Land Records of Baltimore
City in Liber E D No 128 Folio 294 &c a copy of which assign-
ment duly authenticated is hereunto filed and marked Exhibit A
and prayed to be taken as a part of this Bill of Complaint, Your
Orator then charges that said deed or conveyance is fraudulent and
void as against them for as much that it was made upon no good
or valuable consideration but that on its face it recites the consideration
to be the love and affection "which the said Henry Crowe bears to his
said Wife and the better to provide for the support and maintenance
of his said Wife and for the further consideration of One dollar" that
said deed was so made to her in prejudice of the rights of your Orator
Creditors and was in fact fraudulently made to delay hinder and defraud
the said Creditors of the said Henry Crowe and especially your Orator.
Your Orator further charges that since the execution of the deed aforesaid
the said Henry Crowe has continued to collect the rents derived from
the property so assigned to his said Wife under the pretence that
that at the time of the Execution of the Deed aforesaid the said
Henry Crowe was possessed of no other property whatever whereby to
liquidate his debts aforesaid nor was he engaged in any business
whatever, All which acts and things are contrary to Equity
and good conscience and tend to the manifest injury of your
Orator and others the creditors of said Henry Crowe To the end
therefore that the said Henry Crowe and Agnes P Crowe may
answer the premises and that the said Deed or assignment of
the 1st June 1857 from the said Henry Crowe to his said Wife

Agnes P Crowe may be decreed fraudulent and void and may be set
aside and the property therein described may be sold for the payment of
the debts due to the Complainants and to the other creditors of Henry
Crowe who may come in and contribute to this cause, and that the said
Agnes P Crowe may be enjoined from selling or
disposing of or conveying the property mentioned in the deed of the
1 June 1857 from Henry Crowe to her and that your Orator
may have such other and further relief as their case may require
May it please your Honor to grant unto your Orator the Writ
of Injunction against the said Agnes P Crowe enjoining and
strictly prohibiting her or agents from selling or disposing of
or conveying the property described in the Deed from Henry
Crowe to said Agnes P Crowe dated June 1 1857 and also the
Writ of Subpoena against the said Henry Crowe and Agnes
P Crowe commanding them to appear in this Court on from certain
day to be therein named to answer the premises and abide by and
perform such Decree as may be passed therein And as in
duty bound &c. — Wm Pew Maury Whyte Solr for Complts.

State of Maryland City of Baltimore Sct, On this 18 day of August
in the year 1857 before the subscriber a Justice of the Peace in and
for the City of Baltimore aforesaid personally appeared Samuel
Ellinger and made oath on the Holy Book of Divines that the
matters stated in the foregoing Bill of Complaint are true to the best
of his knowledge and belief. John Mitchell

The Exhibit Marked A referred to in the foregoing Bill of Complaint
is as follows to wit. Exhibit A

Henry Crowe
ass to
Agnes P Crowe

This Deed made this first day of
June in the year of one thousand Eight
Hundred and fifty seven between Henry
Crowe of the City of Baltimore in the State of Maryland of the
first part and Agnes P Crowe of the same place the wife of
said Henry Crowe of the second part, Witnesseth that in