constrained to go. That certain papers were directed to be drawn but what was to be the contents of said papers your Orator was wholly ignorant of. Your Orator further states that he left the residence of the person aforesaid a Trustee Brown as he thinks in the afternoon in company with the parties with whom he then went. Your Orator further states that he was confined to remain at the House of his son David H. as aforesaid all of that night as much as it was safe and he was deprived of all means of getting away. That during the night he was greatly alarmed and was at times deprived of the presence of mind. That on the following morning early certain papers as he now thinks June or December were presented to your Orator by David H. Crouch and Thomas G. Taylor when your Orator is sign. That your Orator was not able to read the papers and was altogether unwilling to sign either of them. That the said parties importuned your Orator and insisted that he should sign them and to your Orator being then very much alarmed in distress feeble in health and greatly disturbed in mind signed the same. That your Orator was ignorant of the contents of these papers until he was informed thereof after the said papers had been left for Record in the County of Frederick and in the City of Baltimore. Your Orator has now discovered that one of those papers was a deed for a large and valuable Estate lying in your Orator situate in part in the County of Frederick and in part in the City of Baltimore as further will appear from a certified copy of said deed hereunto marked Exhibit A. which your Orator prays may be taken and considered as part of this his Bill of Complaint. That although said deed professes to be for the consideration of Twenty Five Thousand Dollars paid to your Orator by David H. Crouch the grantee therein, Your Orator avers that he never received one cent in the way of consideration from his son as aforesaid. He further avers that he signed all the papers as aforesaid presented to him on the 13 day of November

in the year 1856. Whereas it appears that Exhibit A. has purported to have been Executed on the 20 day of October in the year 1856. Your Orator further states that he never dreamed that the three remaining papers which was presented to him and which bear date respectively on the 13 day of November in the year 1856 were three Bills of sale to Thomas G. Taylor in certain Slaves which he received in consideration for Wages and in regard to the contents and meaning of which he was wholly ignorant. He prays now to Exhibit as part of this Bill of Complaint certified Copies of said Bills of sale marked Exhibit B C and D and to specifically charge that these Bills of sale as well as the deed hereinbefore referred to were obtained from him by fraud at a time when he was without force which he felt he was under duress and which he was labouring under the influence of extreme terror. Your Orator further states that on or about the 20 day of October in the year 1856 he caused to be Executed a deed to his son David H. Crouch for a part of his Estate called the Mill with Fifty acres of Land adjoining. The consideration of this deed was in part Natural love and affection and in part a nominal consideration. That his said son David was to Execute to him in part of the consideration his four promissory Notes payable annually and in equal amounts for 1500 dollars and a Mortgage on the said property to secure the payment of said Notes that the Notes and Mortgage were accordingly Executed and delivered by your Orator that to your Orator placed them in a chest in the house in which his said son David H. resided which chest was left open and the papers taken therefrom. Your Orator has not seen them or any of them since. Your Orator now charges that he has been deceived and deprived of Nearly his whole estate by the fraudulent combination of the aforesaid David H. Crouch Thomas G. Taylor and Elizabeth Taylor his wife Edward Crouch and Martha Jane Crouch and he prays that for the causes