April Term 1868.

ration paid or given to the said Brown did not consist of certain merchandise belonging to your oratrix & a Piano & money of hers, and whether before the time of his removal to Maryland the said defendant was not a resident of the City of New York, and whether the said John Chatterton resided in Philadelphia at the time of the purchase of the said Eleventh-street and Cape street houses, or at any other time. And what were the pecuniary circumstances of the said John Chatterton at that time, and what property did he then possess, and where was it situated and what did it consist of, and whether your oratrix, after the purchase from the said Brown and Milliken of the said Philadelphia properties as aforesaid, did not possess and enjoy the same, actually occupying the said 11th street house & receiving the rents of the said Cape street house until the sale thereof to the said Dobson. And whether she did not expend a considerable sum of money and how much on the improvements of the said 11th street house. And whether the said farm in Baltimore County whereon your oratrix is now residing was not purchased from the said Christopher S. Dobson as herein above stated, and whether the same was not paid for in part by the said Cape street & Eleventh street houses & lots, and in said sale or exchange what valuation was placed on said Cape street and Eleventh street houses. And what other consideration was paid or given to the said Dobson & by whom was it paid and whether your oratrix & her husband & the said John Chatterton did not enter into joint occupation of said farm. And whether it was not

April Term 1868

agreed between them that your oratrix and the said John should be interested in the said farm in proportion to the amounts respectively contributed by them, the said Philadelphia properties contributed by her being agreed to be taken at the same valuation placed upon them as aforesaid in the exchange made with the said Dobson. And whether the said John did not agree to execute a deed to her of her said share, and whether it was not understood that the deed executed by said Dobson to him for said farm should not go upon record until the execution of such deed from said John to your oratrix. And whether Exhibit A herewith filed is not the deed originally executed by said Dobson for said property. And whether the said John did not afterwards without the knowledge or consent of your oratrix procure another deed from said Dobson & put in on record in violation of said understanding, and whether he has not refused to execute any conveyance to your oratrix of her share of said farm & claimed the whole for himself, and whether he has not threatened & endeavored to avail of his legal title to turn her & her husband out of possession of said farm by legal process or otherwise. And also that the said John Chatterton may be required to convey unto your Oratrix to her sole & separate use her proportionate share of said farm, to be ascertained by taking an account of the money & property respectively contributed by your oratrix & the said John Chatterton in the purchase thereof, and that mean while the said John Chatterton may be restrained by injunction from disturbing or interrupting your Oratrix in her joint occupation