and controul the property of the said Elisha as aforesaid from the period of time above stated until about the twenty fourth day of February in the year of our Lord one thousand eight hundred and forty when the said Elisha having just grounds to apprehend and believe that the said William F. had greatly abused the confidence he had reposed in him and was seeking to enrich himself at the expense of and out of the substance and property of the said Elisha he determined to revoke the agency which he had conferred on the said William F. as aforesaid and to withdraw the said property from his management and controul which was accordingly done. And your orators also shew unto your Honor that the numberless importions which before this time had been practised upon and the advantages which had been taken of the said Elisha in relation to his said property as well by the said William F. Berry as by other persons rendered it then but too apparent & evident that the said property was altogether insecure & would be wholly lost to the said Elisha and his aforesaid children by the fraudulent and artful contrivances of any who might be disposed to take the advantage of or deceive him, if the said property were suffered to remain in a situation in which it could be bound or affected by his by his acts or contracts, that the said Elisha himself was finally convinced of this and being disposed and reminded to provide for his said children as also to secure a support for himself in after life did on or about the twenty fourth day of February in the year eighteen hundred & forty aforesaid execute and acknowledge in due form of law a certain deed or indenture in writing whereby he conveyed to the said Robert W. Brooke who had before that time intermarried with the said Mary Ann one of the daughters of the said Elisha all his property of every description whatsoever in trust for the use of his said children and he the said Elisha to be well supported out of the same as long as he should live, all of which will more fully and at large appear reference being had to an authenticated copy of the said deed, which is herewith filed marked A, to which your orators refer your Honor and pray that the same may be taken and considered as a part of this their bill of complaint.

And your orators also shew unto your Honor that soon after the execution of this deed, the said Robert W. the trustee therein named and the husband of the said Mary Ann the oldest child of the said Elisha, called on the said William F. who on his having been appointed by the said Elisha as his agent aforesaid, had taken possession of and gone to reside on an estate of the said Elisha composed of the following parcels of land in the said deed specified to wit, "Ghillem Castle" "and Belfast" and Addition to Charles Gift and "Johns Choice" diminished and continued to reside thereon, at that time, and apprized him of the execution of the said deed, and in virtue thereof demanded of him the said William F. a surrender of the possession of the land of which he had thus possessed himself, but this the said William F. positively refused to do informing the said Robert W. that he claimed a title thereto in fee simple by virtue of a deed of conveyance before that time executed by the said Elisha to him. That thereupon the said Robert W. communicated this to the said Elisha who positively denied all knowledge of any such deed, but upon search being made among the land record

books of said County it was discovered that such a deed had in point of fact been executed by the said Elisha on the twenty first day of June in the year of our Lord one thousand eight hundred and thirty nine as will appear by reference to an authenticated copy of this deed, which is herewith also filed marked B, and which your orators pray may be also taken and considered as a part of this bill of Complaint. Your orator Elisha Berry avers that the first intimation which he ever had of the existence of this last mentioned deed was from the said Robert W. in manner aforesaid that he never contracted as agreed to sell or convey any land to the said William F. never received from him the consideration money in the said deed expressed & mentioned or any other valuable consideration for the said deed, but, most solemnly asserts that the said deed was procured from him by the said William F. by the most unwarrantable and outrageous fraud deception and misrepresentation. And as well as the said Elisha can recollect it must have been in the following manner, That about the time the said deed bears date, the said William F. called on him the said Elisha, when the latter too had just received from the effects of a violent attack of Epilepsy which he had had then within a day or two before and assured him that it was indispensably important & for the interest of him the said Elisha that the sum of fifteen hundred or two thousand dollars should be raised immediately for the use and benefit of his estates that he the said William F. could effect this very readily, if he the said Elisha would execute the paper which he the said William F. had had prepared or would have prepared for that purpose, That if he would do so his property would be relieved of some difficulties and that the money which was to be raised on the paper which he the said Elisha was required to sign could be speedily returned to the lender when the said paper and he returned to him the said William F. who would certainly destroy or cancel it and he the said Elisha should never again hear of it. That having the most unlimited confidence in the said William F. and in the truth of his said representation and aware of the highly fiduciary relation in which the said William F. at that time stood to him the said Elisha weak and feeble as he then was consented to accompany him to Upper Marlborough for the purpose aforesaid which he could only accomplish being carried thither in a carriage and there under the circumstances stated, executed a paper or instrument of writing which he now believes to be the deed a copy of which is hereinbefore referred to as exhibit B. The said Elisha avers that the said deed was not read to him or by him prior to the execution thereof and even if it had been it is extremely doubtful whether in his then state, both of body and mind he should have been and that he executed it under a belief that it was such a paper as the said William F. had represented it to be & to raise money for his use. Your orators also shew unto your Honor that altho the land mentioned in & conveyed by this deed is worth a much greater sum than the consideration money therein expressed (four thousand dollars) the said William F. still is (without the aid of the said land) and always has been utterly unable to pay or raise so large a sum of money that he was indeed at the time of the execution of this deed in very indi-