hundred and fifty dollars, a copy of which is herewith filed marked Exhibit No 1 that the said Jacob M. Kunkle endorsed the said promissory Note to your Complainant - whereby the said Christopher Thomas became liable to pay the same to your Complainant - but did not pay the same and your Complainant - brought suit upon said promissory Note in the Circuit Court for Frederick County against the makers of said promissory Note and obtained Judgment thereon against - said Christopher Thomas on the 20th day of February 1871 for two hundred and Sixty Seven dollars with interest - from said 20th day of February 1871 and costs as will appear by a certified copy of said Judgment - filed herewith marked Exhibit - No. 2 which with all other Exhibits herewith filed your Complainant prays may be taken as a part of this bill of Complaint - as fully as if here inserted in words and figures, that the other two makers of said promissory Note viz: Nathan Stephens and Nancy Stephens have no property out of which your Complainant - can make the said debt - but that the said Christopher Thomas wife indebted unto your Complainant - aforesaid by said promissory Note was the owner of certain Real Estate in Frederick County particularly described in three deeds one from Catharine Rhodes to said Christopher Thomas, one from Peter Rhodes and wife to said Christopher Thomas and one from D. G. Botelor & Jos Dennis Exts. to said Christopher Thomas, certified copies all of which deeds are filed herewith Marked Exhibits Nos. 3. 4 & 5 - and the said Christopher Thomas continued the owner of said Real Estate until the 24th day of June 1870, when without any valuable consideration conveyed all of his said Real Estate by deed of said date to his wife Annie B Thomas as appears by a certified copy of said deed filed herewith marked Exhibit - No. 6, that at the time of said conveyance to his said wife the said Christopher Thomas was indebted to your Complainant - as aforesaid that said Christopher Thomas has no other property Real or Personal out of which the said debt can be made that said conveyance was fraudulent and your Complainant - verily believes and charges was made with intent to defraud your Complainant - and the other creditors of said Christopher Thomas out of their just claims and to hinder delay and defraud your Complainants and the other creditors of said Christopher Thomas of their just and lawful debts actions damages and demands and was made by a fraudulent arrangement - between said Christopher Thomas and Annie B Thomas and that the same was made in prejudice of the rights of the then subsisting creditors of the then subsisting creditors of the said Christopher Thomas and particularly of the rights of your Complainant, and your Complainant is advised the said conveyance from said Christopher Thomas to his said wife Annie B Thomas is void and your Complainant - entitled to have it set aside by decree of your Honorable Court - and the said property sold for the payment of the said Judgment. In tender consideration thereof and for that your Complainant is remediless in the premises by the strict rules of the common Law and relievable only in a Court of Equity where matters and things of this nature are properly cognizable, and that the said Christopher Thomas and Annie B Thomas may answer the premises fully and particularly and that the said deed from said Christopher Thomas to said Annie B Thomas may be set aside and declared void and a Trustee may be appointed by your Honorable Court to sell the said Real Estate or so much thereof as may be necessary to pay the said Judgment debt with interest and costs and that your Complainant may have such other and further relief