examinations of femes covert might give them color to pretend that the retrospective operation and effect of the law had set up and confirmed the said deed and made it effectual abinitio. so as to have communicated to an instrument not called into legal existence till after the death of the parties the specific effect of operating by relation during their lives a complete and absolute direction of the estate of the one and a transfer of it to the other, and this was the original scheme which had been so tenaciously but unavailingly pursued by the said Daniel Heister during his life to be renewed and consummated by legislative authority long after all his motives to desire, and his wifes power to resist or approve its consummation had been buried in their graves: and notwithstanding its signal overthrow from the more vigilant Justice or more exact information of a preceeding legislature when all the inducements and circumstances by which the legislative will, should have been guided and determined were more intelligibly comprehended, and more accurately appreciated: And these complainants further shew that whilst the project of the said Statute was before the legislature and the said confederates were moving in secret convert all their engines to procure its enactment the said John and Isabrel and William Heister in the further pursuance and execution of the said exclusive compromise and scheme and with the secret connivance and cooperation of their yet ostensible adversary but real confederate the said Upton Lawrence and in anticipation of the final enactment of the said Statute executed and delivered on or about the 26th of December 1816 a deed purporting to be a bargain and sale of all the said lands and tenements to Roger B. Taney and Elie Beatty for the pretended consideration of one thousand dollars upon trust to have the same laid off in convenient lots under the direction of the said confederates and disposed of as they might direct and to apply the money arising from the sale or sales of the same after deducting the expenses attending the execution of the said trust to the payment of fifteen thousand dollars to the said Upton Lawrence out of the money first to be received from such sale or sales and then to pay him one half the residue and to pay over to the said John and Isabrel and William Heister the remaining half of the said residue as by the said Deed (a transcript from the record whereof is hereto annexed as part of this Bill "No. 3" relation being thereto had more fully appears: And so successful were the artifices solicitations and influence of the said confederates in the prosecution of their said scheme, that on the 4th of February 1817. they prevailed by false suggestion and deceit practised on the said General Assembly or the members thereof to procure and obtain the enactment of a law in terms framed and suited to the purposes and objects of their said conspiracy and compromise and designed by them to answer the only end and aim of all their labors and solicitations for the enactment of such law as aforesaid as by the Journals of the said session of the General Assembly and the Statute then passed and entitled "A further Additional supplementary act to the act entitled an act for quieting possessions enrolling conveyances and securing the Estates of purchasers" reference being thereto respectively had more

fully appears. and the said confederates in the further pursuance and execution of their said exclusive compromise and scheme then proceeded at the June Term 1817 of the said Court of Appeals to cause and procure an entry to be made in the minutes and proceedings of the said Court importing that the said Judgment of the said County Court in favour of the plff. in the said ejectment had been reversed by consent which being certified to the said County Court and the said suit of ejectment being thereupon reinstated on the docket of the said County Court it was there at the November Term 1817 of the said Court entered "Agreed" by which means the said suit was entirely quashed and terminated Short copies of which said entries in the said Courts respectively duly certified by the respective clerks are herewith exhibited "No. 4. 5" as part of this Bill and these complainants pray that the same may be referred to accordingly: And these complainants further shew that the said Roger B. Taney and Elie Beatty (who they pray may be made defendants to this Bill) so being constituted such Trustees thereby to fulfill and execute the terms of the said compromise as aforesaid proceeded from time to time in the execution of such their ministerial agency and trust and under the direction of the said confederates to make and execute sundry pretended bargains sales and conveyances, and contracts for the bargain sale and conveyance of sundry parts parcels and portions of the lands in question to and with divers persons all having full and due notice of the rights of the said Rosannah and of the rights and claims of these complainants under the same; But what the description boundaries and quantities of such parts parcels and portions respectively or what persons have pretended to have acquired or now hold possession of or pretend any title to or interest in the same by means of any such bargains sales conveyances or contracts these complainants are not informed and have not been able to discover more particularly than what may be collected from the following details of their information on relating to the same to wit: That the said confederates agreed among themselves to take each to himself respectively by way of satisfaction protanto of their shares of the proceeds from the sales directed by the said trust deed certain parts and portions of the land in specie which were accordingly set apart and conveyed to them by the said trustees and again sold out and disposed of in whole or in part to divers persons with the like full and due notice as aforesaid that all the principal in the said confederacy and compromise to wit; the said Upton Lawrence and the said John and Isabrel and William Heister are since deceased all, at the time and times of their respective deaths possessed of and pretending title to certain parts and portions of the said land either set apart and conveyed to them by the said trustees in execution of the said compromise as aforesaid, or remaining subject to their disposal in the hands of the said trustees the said Upton Lawrence and William Heister intestate the said John and Isabrel Heister having made their last wills purporting among other things to be devises of some interest in or power of disposal over their respective parts and portions of the said land but whether such wills or either of them were executed with the solemnities necessary