any manner bargained and sold or conveyed or contracted to bargain and sell or convey and to whom and for what consideration and who have heretofore occupied or enjoyed or now hold occupy or enjoy the same or the rents issues and profits of the same and what parts or parcels of the same yet remain in the hands or at the disposal of them or either of them whether before the enactment of the said Statute so passed at December session 1816 of the General Assembly as aforesaid the parties to the said Ejectment then pending in the Court of Appeals as aforesaid were not in treaty now or had not concluded or agreed on a compromise of the said ejectment and appeal. Did they not combine and cooperate by the united efforts of themselves and of their Counsel agents attornies and Solicitors to solicit and influence or persuade the said General Assembly or the members thereof to pass the said Statute or so to frame the same as to set up and confirm and to give a retrospective operation and effect to the said deed from Daniel Heister and wife to William Heister with a view to such compromise either then made and concluded or contemplated by the said parties did they not employ counsel and other agents and Solicitors to procure the enactment of the said Statute in such form and with such view and intent as aforesaid or were not their respective counsel agents and solicitors mutually instructed to concert the means of procuring such an enactment or otherwise to cooperate in effecting it. Was not the enactment of the said Statute in the terms aforesaid or in equivalent terms the preliminary or the basis of the treaty for the compromise so made between the said parties as aforesaid: Did not the supposed confirmation and quieting of the title of the devisees of the said Daniel Heister and the exclusion of the claims of all third persons adverse to either of the parties to the said Ejectment and appeal and a division of the land in dispute or of the proceeds in money from the same among the before contending parties to the said ejectment and appeal constitute the basis and enter into the essence of the said compromise and supply the motives of the said parties for cooperating in the procurement of the said Statute: Was not such compromise finally made and concluded between the said parties upon such basis Were not the reversal in the Court of Appeals of the Judgment of the said County Court in favour of the lessors of the plaintiff the subsequent entry of the said ejectment as "agreed" in the said County Court and the execution of the said trust deed to the said defendants Taney and Beatty as aforesaid all concerted and done by the mutual consent and agreement of the said parties and in execution and fulfilment of such compromise as aforesaid: Does the said trust deed fully express the terms of such compromise in respect of the division of the property in dispute between the parties had not the said parties and their respective attornies agents and Solicitors who were engaged or in any manner acting for them in the said suit of ejectment or in the said compromise or treaty for a compromise of the same at and before the inception of the said compromise or of any treaty for the

same and throughout the whole process to the consummation of the same and at and before the enactment of the said statute and during all their said solicitations actings and doings in relation to the same full notice of the said will of Edward Heister and of the rights interest claims and demands of the said children of the said Christian Hager under the said will And for the more free discovery of all the matters comprised within the scope of the foregoing interrogatories the said defendants severally and respectively are required to answer and discover as well their knowledge as their information and belief respectively of the same; And that all the said defendants severally and respectively and their respective heirs and assigns may by the the consideration and final decree of this Court and the power and authority of the same be foreclosed and for ever barred of and from all and all manner of Estate right title and interest claim and demand whatsoever in to or upon the said fourteen hundred acres of land and every part and parcel of the same with the appurtenances in any manner derived or pretended to be derived directly or indirectly from the said Daniel Heister and Rosannah his wife or either of them by descent devise or otherwise howsoever and be further decreed ordered and compelled in and by all and all manner of proper deeds conveyances and assurances or other lawful ways and means whatsoever to grant remise and release and convey give up and surrender to these complainants or to and for their exclusive use and benefit all of the said land and appurtenances either to be sold and disposed of for their use and benefit according to the true intent and meaning, tenor and effect of the said wills of the said Rosannah Heister or at their election to be taken and held by them *in specie* as aforesaid if these complainants be deemed by this Court competent as they are advised they are to make such election in this behalf and be further decreed ordered and compelled in the several and respective characters and capacities of the said defendants and according to their several and respective obligations duties and liabilities as primary and personal or derivative or by representation &c. &c. to account to these defendants all and singular the rents issues and profits of the said land and of every part and parcel of the same since the death of the said Rosannah Heister and to discover and account all assets real or personal which have descended to or come in a course of administration to the hands of the said defendants respectively as heirs or representatives of such tenant as have died accountable for such rents issues and profits and be further in like manner decreed ordered and compelled at the Election of these complainants to account to them for all sums of money and other valuable things and securities (with interest) proceeding from any such sale or sales of the said land or of the said land or of any part or parcel of the same which may have been sold and disposed of under any right or title or color or pretence of right or title derived from the said Daniel Heister and Rosannah his wife or either of them directly or indirectly by the said defendants or any of them as by any person or persons from whom they claim or derive title and whom they represent as these complainants shall elect to ratify and confirm that the said defendants Christian Hager and Philip Wingart as such qualified and acting executors as aforesaid or such other trustee or trustees as in and by any future decree or order of this Court and by the