the service of the crown. That the said Jonathan the younger attained his age of twenty one years in 1777, immediately after which the said Daniel Heister arrived in Halifax on a visit to him. The object of the said Daniel Heister as declared by him-self in the said visit was to obtain the release of the said Jona-than in which he proved unsuccessful; but the said Daniel did obtain from him said Jonathan a deed conveying to the said Daniel in fee the said fourteen hundred hundred acres of land and five lots; That in the year 1781 the said deed being defective the said Daniel applied to the Legislature of Mary-land for a law making the same valid; But it appearing to the Legislature that the said Real Estate should of right be the property of the said Rosanna a law was passed vesting the same in the said Daniel for life and in the said Rosanna in fee; The paper writing exhibited by the complainants marked No. 1, this defendant admits to be a true copy of the said law; That on the 10th day of February 1782, the said Daniel Heister and Rosanna his wife both then being in Philadelphia executed an instrument of writing purporting to convey to William Heister in fee the whole of the said lands and lots so vested in the said Daniel and Rosanna by the said act of Assembly and the said William Heister did on the 14th of March 1782 reconvey the said Real Estate to the said Daniel in fee; That the said last mentioned deeds were voluntary no consideration having passed between the parties to either; This defendant has been informed and so believes that the said Rosanna in executing the said deed to the said William Heister was by her husband induced to believe that the said William Heister had purchased the said real estate while the sole object of the said Daniel Heister was to get the fee simple of his wifes Estate in himself: That the said deed executed to the said William Heister by the said Daniel and Rosanna was not executed in conformity with the laws of Maryland, but that the same was wholly inoperative and void; That the said Jona-than Hager the younger having made his way back to the State of Maryland applied by petition to the Legislature first for a remission of the purchase money of his own lands which had been confiscated purchased by himself and his bond given to the State and secondly for a repeal of the law which had given his pro-perty during his absence to Heister and wife; That the Legisla-ture in accordance with his wishes passed a resolution remitting the said purchase money; That a law was also introduced into the House of Delegates and upon full consideration of all the circumstances the same passed that body repealing the said law of 1781 giving the property of the said Jonathan to Heister and wife a copy of which law is herewith exhibited marked Exhibit E. Lo. No. 1. That the said Daniel Heister addressed to the Legislature an answer to the petition of the said Jonathan Hager in which he took no notice of the deeds from himself and wife to the said William Heister and from the said William Heister to the said Daniel and insisted that the Legislature were not competent to decide on the validity of deeds which will ap-pear by a copy of the said answer marked E. Lo. No. 3. The light in which the conduct of the said Daniel Heister was viewed by the House of Delegates will appear by the report of



the committee to whom the said petition and answer were referred a copy of which is herewith exhibited marked E. Lo. No. 6. That the said law would have also passed the Senate but for the management and practice of the said Daniel Heister who amused and diverted the said Jonathan from his purpose of obtaining the said repeal by an offer of compromise which appearing reasonable to the said Jonathan was by him accepted in consequence of which the Senate declined passing the said law will appear from a copy of its message to the House of Delegates which is herewith exhibited marked E. Lo. No. 2. The nature of the compromise offered by the said Daniel and the earnest which he then gave of his disposition to carry it into effect will appear from the terms of the said compromise as drawn up and signed at the time by the respective counsel of the said Daniel Heister and Jonathan Hager exhibited marked E. Lo. No. 8. But that the said Daniel after thus preventing the repeal of the said law as aforesaid neglected to carry the said compromise into effect; That the said Daniel Heister and Rosanna his wife after the passage of the law of 1781 took possession of the said fourteen hundred acres and five lots and remained in possession thereof claiming title until their deaths respectively that Daniel Heister died in or about the year 1804 and Rosanna Heister in or about the year 1810; That the said Rosanna left a will duly executed and attested to pass real estate which she never after the execution thereof either altered or revoked. The paper writing exhibited by the complainants marked A. No. 2; This defendant admits to be a true copy of said bill; That the said Rosanna Heister at the time of the execution of her said will and before and after that until the time of her death was not aware that she had any right or title in or to the said fourteen hundred acres which by her will she could devise but on the contrary was under the full impression and belief that the fee simple thereof had been fully vested in her husband by the deeds from her husband and self to William Heister and from the said William Heister back to her husband although she had in fact been deceived by her said husband as to his object in conveying the same to the said William Heister. That Jonathan David Hager the son of the said Christian Hager to whom the deceased among other things her house and lot in Hagers Town was an especial object of her bounty on account of his being named after her father and her uncle David Hager. That if the fourteen hun-dred acres are held to pass to the other children of Christian Hager by virtue of the residuary clause of the said Rosanna's will their portions respectively of the said Rosanna's estate will be more than double the values of the property devised to the said Jonathan David Hager. That after the death of her husband the said Rosanna complained that he had not willed her as much of his estate as she thought he ought to have done and the said Rosanna made overtures through a friend to the devisees of her husband proposing to give up to them certain documents pertaining to the said estate if they would convey to her the fee simple of the house and lot she then lived in which was one of the five lots which with the fourteen hundred acres had been vested in her husband for life and in herself in fee by the law of 1781 aforesaid and the same property afterwards devised by her to the said Jonathan David Hager: and the said devisees of her husband namely John Gabriel and William Heister did thereupon convey to her the said house and lot which