that whereas the said Daniel Berger by his bond or obligation, duly execu-
=ted, bearing even date with these presents, stands bound unto the said
Frederick Ball, his executors, administrators or assigns in the sum of
fourteen hundred and two dollars and sixty cents, with condition thereto
written for the payment of seven hundred and one dollars and thirty cents,
with legal interest from the first day of March next ensuing the date &c
And the said Daniel Berger by said deed, for and in consideration of the
said recited debt as well as for the further consideration of one dollar to
him in hand paid by the said Mortgagee, did grant, bargain and sell unto
the said Mortgagee and to his heirs and assigns, a certain part of a tract of
land called Huckleberry Hall, containing two and one fourth acres of land more
or less, and a certain tract of land called Hyers Inheritance, containing one
hundred and sixty acres and one fourth of an acre, more or less, with the ap-
=purtenances, all in Washington County — And the said Deed contained a
condition or proviso thereto annexed, that if the said Daniel Berger should
pay the said seven hundred and one dollars, thirty cents, on or before the first
day of March, ensuring the date of said deed the same should be void, otherwise
to remain in full force and virtue in law, all of which will more fully appear
and a particular description of said property be given, by reference to the said
Deed of Mortgage, dated as aforesaid and recorded among the land records of
Washington County in Deed Book E. E. page six hundred and forty eight
and which your orators pray may be taken as part of this bill. And your
orators also file with this bill, and pray that it may be taken as part thereof
the said bond, or obligation, marked Exhibit A which will more fully
and particularly set forth the matters and things therein contained — And
your orators charge that the said sum of seven hundred and one dollars, or
any part thereof was not paid to your orators decd father in his life time
or any person on his account, nor to your orators or any person on their
account since his decease, according to the said provisoes in the said
deed and bond mentioned, whereby the said deed of Mortgage became
forfeited, and the said Mortgagee entitled to a foreclosure thereof — And
the said sum of money is now due and owing to your orators, as the admin-
=istrators aforesaid, with a great arrear of interest on the said sum, although
your orators said deceased father in his life time and your orators since
his death have often requested the said Berger (who is now dead) and his
grantees, heirs and tenetenants since his death to pay the same — But
now so it is may it please your Honors the said Daniel Berger, combining
and confederating with a certain William Webb and a certain Peter Mong
and divers other persons, whose names are hereinafter mentioned, and
made parties hereto, and others whose names are not mentioned (but
who your orators pray may be made parties to this Bill, when their
names shall be discovered) to injure and aggrieve your orators decd
father in his life time and your orators since his death and to deprive
them of the said sum of money and the interest thereon, give out and pretend
that the said Daniel Berger in his life time executed a certain other Deed
of Mortgage to the said William Webb and Peter Mong of the same proper-
=ty to secure them in the manner therein set forth and recited, which the
said Webb and Mong claim as a prior lien or encumbrance on the said
property (which said Deed is dated the 29th Feby 1820 and recorded among

the land records of Washington County in Deed Book E. E. page 477) —
And that the said Daniel Berger executed a certain other deed or convey-
=ance in trust, of the same property for the purposes therein mentioned,
to the said William Webb and Peter Mong (which said Deed is dated the
27th July 1820, and recorded among the Land Records of Washington
County, in Deed Book E. E. page 691.) That the said William Webb and
Peter Mong under the authority given them by said Deed of Trust pre-
=tended to convey the said property to Marmaduke W Boyd by deed dated
the 24th January 1824, and recorded among the Land Records of Washing-
=ton County in Deed Book G. G. page 585, for the trifling consideration
of one thousand and ten dollars — And your orators allege that all the
said conveyances were only part of a scheme and contrivance to defeat
the just claim of your orators decd father, who was not familiar with mat-
=ters of law, and was prevented prosecuting his claim against said property
by the intricate entanglement of the same — Your orators further state
that the said Marmaduke W Boyd, the nominal grantee in said Deed
never took possession of said property, and does not appear ever to have
enjoyed any benefit under the said last mentioned deed but the same was
in fact a mere contrivance of said Mong, or said Webb and Mong, to pro-
=tect themselves or the said Mong in the possession and enjoyment of
said property, which he the said Mong appears to have had and the proceeds
thereof since 1820 till the present time and to defeat the claim of your
orators deceased father — And the said Mong in further prosecution of his
wicked contrivance, and still confederating with the said Daniel Berger
notwithstanding the Deed he the said Mong had previously in conjunction
with the said Wm Webb as the Trustees aforesaid, pretended to make to
Marmaduke W Boyd and the legal title thereby conveyed to said Boyd (if
the said Webb and Mong could convey the same) he the said Peter Mong
took another deed of the same property from the said Daniel Berger da-
=ted the 13th Feby 1828 (which is recorded among the Land Records of
Washington County in Deed Book H. H. page 129) the said Berger not
having had any reconveyance of said property — All of which will more
fully appear by reference to the said Deeds each and every of which your
orators pray may be taken as part of this Bill, And your orators aver that
if the said Deeds were in fact made bona fide, and for good and valuable
consideration (the contrary of which they charge to be fact) the mortgage
of your orators decd father has the priority of date, and is therefore entitled to
be fully satisfied out of the said property — Your orators further allege that
under the Deed of trust of the said Daniel Berger to the said Wm Webb and
Peter Mong dated 27th July 1820 (recorded in E. E. 691) there was a large
and valuable personal property conveyed to Wm Webb and Peter Mong, along
with the property hereinbefore mentioned, and also another small tract of
land, containing one and one fourth acres all of which both personal and
real property was conveyed to satisfy the trusts therein mentioned and to pay
off all encumbrances on the property, that in said Deed were recited certain
judgments against and other liabilities of Daniel Berger, but the more
effectually to perplex and defeat the claim of your orators decd father, it is
not mentioned though created only a few months before the date of said deed
that the Judgments which they pretended to make liens on the property