amounted only to about the sum of two thousand dollars, which the personal property would have been sufficient to satisfy, if a faithful account had been rendered of the same and a fund might have been raised from the sale of the real property more than sufficient to pay off the mortgage of your orators dec.d father - But your orators charge that the said Judgments had not a prior claim upon said property, to the said mortgage, or if they had they have since been discharged - Yet the said Wm. Webb and Peter Mong have neglected to settle any account of the real and personal estate so conveyed in trust, and to pay off the incumbrances according to the directions of the deed, and the trusts confered upon and assumed by them - And your orators charge that the said Peter Mong since the deed of Daniel Borger to him dated the 13.th Feb.y 1828 (K. K 129) has taken upon himself the exclusive control and disposition of said property, of and has sold parts thereof to divers persons to wit, four and one eighth acres to David Berger for $200 - by deed dated the 13.th Feb.y 1828, and recorded among the land records of Washington County in Deed Book II page 908 - One acre to George Hill for $40.00 by deed dated the 13.th Feb.y 1828, and recorded as above in Deed Book K. K. page 167 - three acres and eight perches to Samuel Reynolds for one hundred dollars, by deed dated the 27.th Feb.y 1830, and recorded as above in Deed Book L. L. page 346, another piece to Sam.l Reynolds one and three fourth acres for seventy dollars, by deed dated 10.th Aug.t 1835 and recorded as above in Deed Book R. R. page 181 two acres to Sam.l Reynolds Jr. for seventy dollars by deed dated the 6.th Nov.r 1830 and recorded as above in Deed Book M. M. page 77 (The several parts conveyed to the Reynolds, were conveyed by Sam.l Reynolds to Abraham Stouffer by deed dated the 12.th March 1836 and recorded in R. R. page 628) one hundred and fifty six perches to Henry Berkdoll for fifty dollars by deed dated the 19.th Jan.y 1835 and recorded as above in Deed Book P. P. page 547 which last mentioned property is now in the possession of John Hoons and his wife, who was the widow of the said Berkdoll since dec.d about sixty one perches to Wm. Hale for twenty five dollars by deed dated the 19.th Jan.y 1835, and recorded as above in Deed Book P. P. page 880, in all amounting to about fourteen acres for the sum of five hundred and fifty five dollars, shewing the great value of said property, and the fraudulent and insufficient consideration pretended to have been paid for the whole property (all of which is of equal value) conveyed or pretended to be conveyed under the deed of trust aforesaid, which will more fully and at large appear by reference to said last mentioned deeds, all of which are made parts of this Bill - And your orators further shew that the said Daniel Borger died in this County in or about the year 1833 or 1834 insolvent, and without any personal property to administer upon, that there was no administration, and that consequently your orators claim or any part of it was never satisfied - That the said Daniel Borger left children, to wit, Barbara, married to Benjamin Garver, Polly Berger and Daniel Burgher Junr. now in this County and made parties to this Bill, and David Burgher, Sam.l Burgher, Susanna, married to John Reck, and Sally married to John Brubeker, who reside in parts unknown to your orators, but who they pray may be made parties to this Bill, if they shall be considered by your orators necessary parties - In tender consideration, whereof and for as much as your orators have no means to discover what incumbrances

there may actually be on said property or can foreclose the equity of redemption thereof or can compel a settlement of the account of the trustees aforesaid, but in a Court of Equity, where matters of this nature are properly cognizable - To the end therefore that the said William Webb and Peter Mong and the rest of the parties defendants hereto may upon their several and respective corporal oaths true, full and perfect answer make to all and singular the premises as fully and particularly as if the same were herein again repeated and they interrogated, and more particularly may state and set forth whether the bond and mortgage were not given as aforesaid by Daniel Borger to Frederick Bell, dec.d dated the 1.st Feb.y 1820, whether the said Mortgage dated the 29.th Feb.y 1820 was not made to the said Webb and Mong as aforesaid whether a Deed of trust was not made of the same property by Daniel Borger to them the said Wm. Webb and Peter Mong, dated the 29.th July 1820 and for what trust and confidence the said property and other property mentioned in the Deed were conveyed, and whether they have at any time, and how, fulfilled and performed the trusts mentioned, Whether they the said Wm. Webb and Peter Mong did not convey or pretend to convey the said property by a deed dated the 24.th Jan.y 1824 to Marmaduke W. Boyd for the trifling and insufficient consideration of one thousand and ten dollars whether the said last mentioned deed never took effect and was never intended to take effect in the way of vesting a bona fide title and possession of and in said property in the said Boyd - whether the said consideration was not merely nominal, or if actually paid, in what manner the same has been applied, Whether the said Peter Mong did not a short time after (to wit on 15.th Feb.y 1828) take another deed of the same property from Daniel Borger, who had had no reconveyance of the same - Whether the said Mong has not sold parts of said property to David Borger, George Hill, Sam.l Reynolds, Sam.l Reynolds Junr. Henry Berkdoll, and William Hale as above stated, and whether he the said Mong has conveyed any other parts or portion of said property and to whom, and how much of said property he is still possessed of, and how long he has had the possession thereof, whether the said Judgments were ever in fact liens or incumbrances on said property and how, and if so whether the same have not been discharged - and that the said John Hoons & his wife may state whether he is not in possession of a part of said property as aforesaid, and the said Abraham Stouffer whether he is not also in possession or does not claim title to a portion thereof that the said Wm. Webb, Peter Mong, Marmaduke W. Boyd and other parties defendants hereto may set forth and shew, what other right, title, interest or claim, they or any of them may have in said property, and that the said Peter Mong, or the said Wm. Webb & Peter Mong and the other parties holding the said lands according to their proportions (if there be not a sufficient quantity still in the possession of said Peter Mong) may be decreed to pay and satisfy to your orators the said sum of seven hundred and one dollars and thirty cents, and the interest, by a short day to be appointed by this Honorable Court, together with your orators costs - and in default thereof that the said children and heirs of Daniel Borger and that the said Wm. Webb and Peter Mong, and the other parties hereto and all persons claiming or to claim under them may be foreclosed of and from all equity of redemption or claim in and to said mortgaged premises and every part thereof and the same or so much as may be required may be decreed to satisfy the mortgage held by