August 1839 since which time the same have been held and received by the said surviving sisters the said Henrietta and Charlotte Randall.

Further complaining sheweth your orator that from the 22d April 1834 up to the time of the death of the said Deborah Randall the said Charlotte, Henrietta and Deborah Randall held possession of the property assured to them on that day by the said Beale Randall as hath been aforementioned or took the rents issues and profits thereof or received the interest upon the mortgage debt therein mentioned and that since her death such possession has been held or such rents issues and profits taken or such interest received by her surviving sisters the said Henrietta and Charlotte Randall.

Further complaining sheweth your orator that from the 6th day of September 1834 up to the time of the death of the said Deborah Randall the said Charlotte, Henrietta and Deborah Randall held possession of the property assured to them on that day as has been above set forth by the said Beale Randall and took the rents issues and profits thereof and that since her death the same have been held and received by her surviving sisters the said Henrietta and Charlotte Randall.

Further complaining sheweth your orator that from the 31st December 1835 up to the present time the said Henrietta Randall hath continued to possess and take the rents issues and profits of the property assured to her individually on that day by the said Beale Randall as has been herein before set forth.

Further complaining sheweth your orator that the several indentures hereinbefore mentioned that is to say the Indenture of the 22d April 1834 the Indenture of the 22 May 1834 ~~the Indenture of the 22d May 1834~~ the indenture of the 6 September 1834, and the indenture of the 31st December 1835 are fraudulent and void as is also the other and further Indenture hereinbefore also mentioned as executed by the said John T. Randall on the 29th June 1838 the same having been made and delivered as your orator charges in pursuance and prosecution of the fraudulent intent and purpose contemplated by the Indenture of the 22d May 1834. +

* Further complaining sheweth your orator that the said sisters of the said Beale Randall to whom by the operation of the deeds above set forth property of the said Beale Randall hath come to the amount of fourteen thousand dollars and upwards as upon the face of said deeds is expressed were not at the time of receiving said deeds possessed of means sufficient to enable them to undertake such purchases or make such payments, and that he has reason to believe and does believe and therefore charges that the satisfaction by the said John T. Randall on or about the 29th January 1836 of the mortgage debt of $5000 aforementioned was not made of the proper moneys of the said sisters or the said John T. Randall but of moneys in his or their hands belonging to the said Beale Randall and either loaned by him or by them or some of them accumulated from the avails of the property which had passed under

some one or more of the aforementioned fraudulent deeds.

Further complaining sheweth your orator that in the summer of the year 1833 the said Beale Randall represented himself worth fifty thousand dollars and upwards in property notwithstanding which however he has ever since denied himself to possess any assets (other than those mentioned in the deeds hereinbefore charged to be fraudulent and by said deeds alienated and your orator therefore has reason to believe and does believe and charge that the said Beale Randall has still control of considerable means placed somewhere in the names of other persons but in reality held and used for his benefit.

Further complaining sheweth your orator that the said John T. Randall, Charlotte Randall, and Henrietta Randall the fraudulent alienees of the property mentioned in the several Indentures aforesaid are responsible for such rents issues and profits of the same as they could have obtained therefrom and he doth therefore claim to recover such possible rents issues and profits against them in the event of their actual receipts having been less from said property than with diligence they might have been or at his option to take such actual receipts with interest upon the same from the time of their perception.

Further complaining sheweth your orator that the said Beale Randall to pay his debt aforesaid and the said Charlotte, Henrietta, and John T. Randall to surrender the interests by them respectively acquired under the Indentures herein before charged to be fraudulent do utterly and wholly refuse.

All which doings and doings are contrary to equity and good conscience.

In tender consideration whereof and for as much as your orator is remediless in the premises at the common law.

To the end therefore that the said Beale Randall John T. Randall, Charlotte Randall, and Henrietta Randall may full true and perfect answers make upon their several and respective corporal oaths to all and singular the premises and that as fully as if thereto specially interrogated and particularly that the said John T. Randall may separately set forth and discover what consideration was actually paid by him upon the execution of