he gave to his said brother the Note a Copy of which is hereunto exhibited marked No 6 on which note after the death of his said brother a suit was instituted by his administrators and a judgment obtained in Washington County Court at the November term 1847 a short copy of which said judgment is hereunto exhibited marked No 7. Your Orator further states that since the death of said Benjamin the said judgment has been recovered by a sci fa and judgment thereon and that on this judgment a fi fa has been issued and levied on said land or the greater part of said land as the property of said Benjamin Ashua and the same was sold by the Sheriff under said fi fa and the said John S Ashua and David Brewer became the purchasers thereof at the sum of fifty dollars although the actual value of the same is not less than fifteen or sixteen thousand dollars. The said fi fa is returnable to the March term 1853 of the Circuit Court for Wash County and although the said writ has not yet been actually returned to said Court and the said sale confirmed nor has the Sheriff yet conveyed said property by deed to said purchaser, yet your orator is advised that the said return will soon be insisted on by the said purchasers although in law the said sale ought to be set aside and declared null and void a copy of the said fi fa is hereunto exhibited marked No 8. Your Orator further represents that so long as the said heirs at law of the said John Ashua continued to hold a part of said trust estate claiming the whole under said deed which is absolutely null and void and the devisees of the said Benjamin continue to hold another part of said trust estate and claim title to the whole under said deed considering it as a mere mortgage and against the said verdict and judgment by legal operation of which the said deed was made null and void your orator is unable to sell said trust property for any price that would not be a great sacrifice and greatly below its value whereof the said deed is set aside by the decree of this Court and declared to be utterly void and void and your orator is directed and ordered to sell said land under the decree of this Honorable Court for the purpose of said trust, or if the said deed should be declared by this Court to be in Equity a Mortgage for the purpose of securing to said John Ashua the payment of said debt as insisted on by said Benjamin in his life time and this Court should order the said Mortgage property to be sold by your orator for the payment of the present balance of said Mortgage debt and to pay the residue of the purchase money towards the payment of the claims of the other creditors of said insolvent debtor, according to law your orator will be enabled to sell the same for its full, or nearly for its full value and the purchaser can without a protracted litigation and multiplied suits, obtain possession of the same under the order and authority of this Honorable Court. To the end therefore that the said deed may be set aside as fraudulent and declared to be utterly void and void and that the said real estate may be decreed to be sold by your orator as trustee as aforesaid for the benefit of the creditors of said insolvent debtor and for the purposes of said trust so as to enable your orator to close his said trust and to the further end that of this Honorable Court should be of opinion after the final hearing of said cause, that the said deed is not absolutely null and void but that the same was intended by the parties to the same at the time of its execution and delivery to operate merely by way of Mortgage, to secure the payment of the debt then due by said Benjamin to his said brother and not as an absolute deed that then the said real estate may be decreed to be sold by your Orator, as trustee aforesaid for the purpose of paying the balance of said Mortgage debt that may now be due and the balance of the purchase money after payment of said Mortgage debt be applied to the payment of the other creditors of the said Benjamin Ashua according to law and their respective claims and priorities and that the said heirs at law of the said John Ashua and their agents and attorneys at law may be enjoined from further prosecuting their said complaint and fraudulent as disapproved the said fraudulent deed and to which ~~bill said bill your~~ Orator is a party and therefore cannot offer any defence and even if he was a party your orator is

advised it is doubtful whether he could be permitted, at law to interpose between the respective claims of the said litigants and that your orator may have all such other and further relief in the premises as the nature of his case and justice and Equity may require: And further that the said heirs at law of the said John Ashua deceased may upon their respective Corporal oaths true and full answers make to all the aforesaying matters and things hereinbefore charged as fully and particularly as if the same were hereinafter again repeated and they and each of them interrogated thereto, and more particularly that the said heirs at law of the said John Ashua may set forth and state whether at the time the said Benjamin applied for the benefit of said insolvent laws the said John was a creditor of the said Benjamin and if he was to what amount. Whether the said Benjamin paid him any part and if any what part of said amount after the execution of said deed. Whether at the time said deed was made the said Benjamin was in possession of said land and if he was how long he continued in such possession and whether he ever paid said John any rent for the same, and if he did what amount. And whether the said heirs at law are now claiming the said land under said deed so made by the said Benjamin as aforesaid. Whether the said John Cochran in his lifetime took possession of any part of the said real estate described in said deed and if he did what part and when, and whether he received the rents and profits thereof and if he did for how long a time, and what were the amounts of the same up to the time of the filing of this Bill. And that the said John S Ashua may set forth and state whether or not his father the said John S Ashua deceased did before his death and long after the execution of said deed, state to them that the said deed was merely intended to operate by way of Mortgage to secure a debt due to him by his said brother Benjamin and not as an absolute deed and that on the foreground of said debt the said land mentioned in said deed was to be reconveyed to said Benjamin by the said John Ashua in words or conversation to that effect. And to state whether the said John stated to them what was the amount or about the amount of said debt, and whether the said Judgment at law is not for the whole balance of that debt as reduced by payments from its original amount at the time of the making of said deed made from time to time to the said Benjamin to his said father. And that the said John Ashua should set up forth and state whether he does not know from various conversations he has had with his said father long previous as well as shortly before his death that the said deed was made for the express purpose of securing to him the said John the amount of the debt due at the date of said deed by his brother Benjamin and that on the foreground of that debt the said land specified in said deed was to be conveyed to said Benjamin or his heirs or held by said John for his and their use and benefit or to that effect. And that the said debt was originally the sum specified in said deed as the consideration of said deed to wit the sum of seventy three hundred dollars or about sum or about that sum, And that the said debt has been from time to time reduced by payment made by the said Benjamin to the said John to the amount of the said Judgment and that a settlement had taken place between the said John and the said Benjamin of all their accounts including the said consideration specified in said deed in which settlement it was ascertained that the balance due to said John was the amount of said note on which said judgment was rendered and for which amount the said note was given and that the said heir at law of the said John Ashua may be compelled to account with your Orator for all the rents and profits of such part of said real Estate as the said John Ashua received during his lifetime and his said heirs at law since his death and that they may set forth and show as far as they may have it in their power, the debts that was due and owing from the said Benjamin to the said John immediately before and at the time said deed was executed and delivered and may it please this Honorable Court to issue its writ of injunction thereby enjoining the said heirs at law of the said John Ashua and their