of sale executed as aforesaid by the said Francis Osborn in his life time to the said Jeremiah Berry, was made with the view and for the purpose before mentioned, and that the consideration set forth and expressed in the said Deed or Instrument of writing never was paid, seemed to be paid or intended to be paid, and that the consideration also mentioned in the Bill of Sale before referred to marked Exhibit A, never was paid, seemed to be paid, or intended to be paid by the said Joshua Osborn to the said Jeremiah Berry.

Your Complainants further state that at the time of the execution of the aforesaid Deed or Bill of Sale from the said Francis Osborn in his life time to the said Jeremiah Berry and afterwards from the said Jeremiah Berry to the aforesaid Joshua Osborn the said Francis Osborn retained the possession of the said bequeas, and continued to hold them until the time of his death, upon which event the aforesaid Joshua Osborn who lived with his said Father took possession of them, and has unjustly continued to hold them under the fraudulent conveyance before stated, although repeatedly urged in a friendly manner by your Complainants to make a fair and just distribution among the Children of the said Francis Osborn who upon his death became legally entitled to the same after the payment of his just debts.

Your Complainants further state that the aforesaid Francis Osborn departed this life sometime in the Month of March 1824, intestate, leaving the following Children to wit, your Complainant, Joshua Osborn, Prudella who intermarried with your Complainant, James Osborn, Joseph Osborn, Sarah who intermarried with a certain James Stallings, Susan Osborn, Elizabeth who intermarried with a certain William Butler, Eliza who intermarried with a certain John Osborn, Louisa Osborn and the Defendant the said Joshua Osborn. That there has been no administration on the estate of the said Francis Osborn deceased in consequence of the aforesaid Joshua Osborn having possessed himself of the bequeas under the fraudulent conveyance before mentioned, and as he lived with the said Francis Osborn at the time of his death, he has also possessed himself of the stock farming utensils and all other species of property and the profits accruing therefrom, claiming the same as his own, and

refusing in any manner to account with your Complainants, or any of the Children of his said deceased Father.

In tender consideration whereof and for as much as your Complainants are remediless in the premises without the aid of this Honourable Court where matters of this kind are properly cognizable before fraudulent conveyances are adjudged null and void, To the end that the said Jeremiah Berry and Joshua Osborn may on their Corporal Oaths answer the premises, and that the said Jeremiah Berry may true discovery and perfect answers make to the several matters and allegations before recited and set forth and particularly whether the said Francis Osborn in his life time did not execute to him a Deed or Bill of Sale of certain bequeas and other property in the year 1821 or 1822 and for what purpose and with what view and design did he execute the same? whether the same was recorded, and if not why, and for what reason was the same not recorded, whether the said Francis Osborn did not retain the possession of the said bequeas or other property after the execution of the said Deed or Bill of Sale whether the the said Jeremiah Berry ever received the possession of the said bequeas or other property or paid, or seemed to be paid to the said Francis Osborn in his life time the consideration money, or any part thereof mentioned therein, where and in whose possession is the aforesaid Deed or Instrument of writing, and that the said Jeremiah Berry may be compelled to produce the same to your Honours; that he may also set forth particularly for what purpose and with what object was the conveyance marked Exhibit A executed by him to the said Joshua Osborn, whether the bequeas therein mentioned were not the same identical bequeas conveyed to him as aforesaid by the said Francis Osborn in his life time, whether he ever received from the said Joshua Osborn the consideration money or any part thereof or what part mentioned in the said Bill of Sale, marked Exhibit A. And that the said Joshua Osborn may be compelled fully to answer the several allegations herein set forth by your Complainants and particularly whether he knows of the execution of the aforesaid Deed or Instrument of writing executed as aforesaid by his said Father in his life time to the said Jeremiah Berry truly, and for what purpose or intent was the same executed, whether the consideration money mentioned therein was paid or seemed to be paid by the said Jeremiah Berry to his said deceased Father Francis Osborn and in whose possession is the aforesaid Deed or Instrument of writing