December Term 1842.

following to wit:
George Troxell Geo. Wolf and wife, and others.
vs.
John Troxell of John Joshua Mottch and others.

No. 1516. Bill in Equity. To the Honourable the Judges of Frederick County Court sitting as a Court of Chancery. Humbly complaining shew unto your Honors your orator George Troxell now of the State of Ohio; your orator George Wolf and your oratrix Charlotte Wolf his wife both of Frederick County in the State of Maryland; your orator John Troxell of the County and State last aforesaid, and your oratrix Harriet Troxell (a minor under the age of twenty one years of said County and State last aforesaid, by the said John Troxell her next friend in this behalf, that heretofore to wit, on or about the twenty sixth day of May in the year of our Lord eighteen hundred and sixteen a certain Peter Troxell of John, late of Frederick County aforesaid departed this life intestate leaving a widow named Magdalena Troxell, who is yet living and residing in Frederick County aforesaid and leaving the following named children his heirs at law to wit, your orator George Troxell your oratrix Charlotte Wolf now wife of your orator George Wolf your orator John Troxell, your oratrix Harriet Troxell, and a daughter named Elizabeth Troxell, who has since departed this life a minor intestate, unmarried and without issue leaving her brother and sisters above named her heirs at law. And your complainants further state that at the time of the death of the said Peter Troxell his children above named were all minors of tender age; your orator George Troxell, who was the eldest not then being more than about twelve years of age; and that your oratrix Charlotte Wolf intermarried with your orator George Wolf in the month of January in the year eighteen hundred and thirty and not before. your complainants further state that the said Peter Troxell in his lifetime purchased from his father, John Troxell Senior a certain piece or parcel of land, lying and being in Frederick County aforesaid being part of the resurvey on "Harris' Delight" containing the quantity of two hundred and fifty six acres of land more or less, and also another piece or parcel of land lying and being in Frederick County aforesaid being part of a tract called "Chesnut oak," containing the quantity of fifty acres of land more or less; that your complainants have not been able to learn, with precision the time when the said purchase was made; but they have been credibly informed and do verily believe, that the same was made as early as the eighteenth day of February in the year of our Lord eighteen hundred and twelve and probably at an earlier date; that your complainants do not know of their own knowledge the price, which was agreed upon by and between the said Peter Troxell and the said John Troxell, Senior to be paid to the latter by the former for and upon said pieces of land; but they have been credibly informed and do verily believe, that the price agreed to be paid for the two parcels was the sum of one thousand pounds current money although it is possible that the price may have been greater than the said supposed sum; nor do your complainants know, nor have they been able to learn with any accuracy how much of the said purchase money was paid to the said John Troxell Senior, by the said Peter Troxell in his lifetime; but they have been credibly informed and do verily believe, that as security for the payment of the purchase money which was not satisfied and paid on or before the eighteenth day of February in the year of our Lord eighteen hundred and twelve, the said Peter Troxell in his lifetime, on said last mentioned day executed and delivered to the said John Troxell, Senior

December Term 1842.

his several bonds but how many in number your complainants do not know and have not been able to ascertain, all bearing date on the day and year last aforesaid each in the penalty of five hundred and thirty three dollars and thirty three cents current money each conditioned for the payment of the sum of two hundred and sixty six dollars and sixty six cents, and severally payable at the several and respective times in the respective conditions of said several bonds mentioned; that your complainants have understood and believe that the first of said bonds become due and payable by the terms of its conditions on the first day of April in the year of our Lord eighteen hundred and twelve, and that the other bonds by their respective conditions were severally payable in succession, on each succeeding first day of April according to the number of said bonds that your complainants have understood that five such bonds were executed and delivered; but they cannot pretend to say with any confidence that this precise number were given or that a greater number was not given; that your complainants have understood and believe, that all such bonds as become due and payable in the lifetime of the said Peter Troxell were punctually paid by him at the maturity thereof. Your complainants further state that they do not know, nor have they been informed whether there was any contract in writing between the said Peter Troxell and the said John Troxell Senior other than the said bonds, but if there was the same cannot now be found; and your complainants have reason to believe that the same, if any existed was destroyed after the death of the said Peter Troxell by the said John Troxell, Senior or by his direction. Your complainants further say, that the said Peter Troxell went into possession of the said pieces or parcels of land, as the owner thereof immediately after the making of his said purchase; and so continued in the undisturbed possession thereof, until his death with the knowledge and in the immediate vicinity of the said John Troxell Senior, exercising absolute proprietory dominion over the same; that soon after the time of his said purchase, in the assessment of property in Frederick County aforesaid made in the year of our Lord eighteen hundred and thirteen the said two pieces of land were entered as the property of the said Peter Troxell with the knowledge of the said John Troxell Senior; and so continued charged as the property of the said Peter Troxell on the books of the commissioners of the Tax for Frederick County aforesaid during the lifetime of the said Peter Troxell with knowledge of the said John Troxell Senior and from the time of said assessment until his death, the said Peter Troxell in his lifetime continued to pay and did actually pay from time to time with the knowledge of the said John Troxell Senior, part of the accruing taxes which were chargable to him, in respect of said property as the recited owner thereof, and that the residue of said taxes were paid by his administrator hereinafter named after the decease of the said Peter Troxell and with the knowledge of the said John Troxell Senior; your complainants further state to your Honors that after the death of the said Peter Troxell to wit, on the tenth day of June in the year of our Lord eighteen hundred and eighteen administration of all and singular the goods and chattels rights and credits which were of the said Peter Troxell at the time of his death, was granted by the orphans Court of Frederick County aforesaid to a certain Jacob Troxell brother of the said deceased and also a son of the said John Troxell Senior; that the said Jacob Troxell as such administrator settled his final account on the thirty first day of January in the year of our Lord eighteen hundred and twenty; that by his said final