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account he appears to have exhausted all the personal assets in the payment of the debts of the said deceased, and to have over paid the same by the sum of five dollars and cents, that it does not appear from any of the accounts settled by the said Jacob Troxell as such administrator that the said John Troxell Senior presented to him any claim against said deceased or received any part of the assets of said deceased as a creditor; and your complainants aver that the said John Troxell Senior was fully apprized of all the acts of the said Jacob Troxell as such administrator that he was the surety of the said Jacob Troxell in his bond as such administrator and was a witness to the appraisement of the goods entered in the inventory that was returned by the said administrator. Your complainants further state to your Honors that no conveyance was made to the said Peter Troxell in his lifetime by the said John Troxell Senior, for the said pieces of land, or either of them or any part of either of them; that the said Peter Troxell during his lifetime from the time of his said purchase until and at the time of his decease, held and possessed the same by an equitable title; and that the legal estate thereto remained and continued in the said John Troxell, Senior during all the said time, and was in him the said John Troxell, Senior, at the time of the death of the said Peter Troxell. Your complainants further state, that sometime after the death of the said Peter Troxell the said John Troxell Senior entered upon the said pieces of land, whereof the said Peter Troxell had so died possessed, and claimed the ownership thereof by virtue and force of his legal title aforesaid; that your complainants have been informed and believe, that the said John Troxell Senior was rebuked by one of his neighbours for such his conduct in thus asserting a title to the said lands in disregard and violation of the contract, which he had made with his said deceased, son, in his lifetime; but that the said John Troxell, Senior persisted in his claim of title and maintained his entry thereon as owner; and took possession thereof as his own estate and property; assigned as a reason as your complainants have been informed and believe that a part of the purchase money as he alleged was yet unsatisfied and unpaid to him the said John Troxell Senior by the said Peter Troxell at the time of his death; that the said John Troxell Senior as your complainants have also understood and believe was duly certified and warned by one of his neighbours and others that even if any part of the purchase money was unpaid and unsatisfied as by him alleged, that his apt and appropriate remedy was in Chancery where, upon proper proceedings had for that purpose an account would be taken; and power if necessary could be obtained; for a sale of the said lands, or of so much thereof as might be necessary for the satisfaction of whatever might be found to be unpaid and unsatisfied of the purchase money aforesaid but your complainants aver, that the said John Troxell Senior disregarding all these monitions, suggestions and all remonstrances, took possession of said lands as aforesaid, and also took possession of all the papers of the said Peter Troxell deceased, which had any connection with or any relation to the said contract; and as your complainants have understood and believe attempted and intended to destroy them all and did as they have understood and believe actually destroy them all, except only a part of one of the said bonds which having fallen from the table whereon the said John Troxell Senior, had all the said papers upon the floor, was thence picked up by your oratrix Charlotte Wolf, then a child (without any knowledge of its value without any knowledge of its purport, and without any design to preserve it, and without

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the remotest conception of the purpose of the said John Troxell Senior to destroy the same or any other of the said papers, for any particular purpose) and was carried away by her to some other place perhaps into the kitchen or into the yard in her child like play and was thus casually preserved that after the said John Troxell Senior had gone away the said paper being found in the possession of your said oratrix was taken from her and laid away and has thus been saved, by a mere accident and is the only one of the papers of the said Peter Troxell which have come to the ~~the~~ possession or knowledge of your complainants as now existing) and your complainants say that the said part of said bond when taken from your said oratrix Charlotte Wolf as they have been informed and believe (for your oratrix Charlotte Wolf was then too young to have at the time any personal recollection of particulars) was in its present mutilated condition as now exhibited; and it is now herewith produced as a part of this bill marked exhibit C. W. and which your complainants pray may be taken and considered with all other exhibits hereafter to be shewn as a part of this bill of complaint, your complainants further state that afterwards and on or about the fourth day of March in the year eighteen hundred and seventeen, a certain agreement in writing was made and entered into by and between the said John Troxell Senior, and the said Magdalena Troxell, widow of the said Peter Troxell deceased of which your complainants herewith produce a copy as a part of this bill, marked exhibit G. W. and which said copy your complainants produce as a part of this bill because the same will shew the exact purport of said agreement with more certainty and clearness, than if your complainants assumed to state the tenor thereof, your complainants further say that the said piece or parcel of land which is described in said copy marked exhibit G. W. is the plantation on which they now live containing about one hundred and sixty one acres is part of the said piece or parcel of land, part of "The Resurvey on Harris Delight," herein before mentioned as having been sold by the said John Troxell Senior to the said Peter Troxell deceased in his lifetime, and that the said piece or parcel of land described in said copy marked exhibit G. W. as fifty acres of mountain land being the same on which Abraham Jones Emmett now lives is the same piece or parcel of land herein described, as the part of the tract called "Chestnut Oak" which was sold by the said John Troxell Senior to the said Peter Troxell deceased in his lifetime. Your complainants further state that afterwards to wit, in the month of March in the year of our Lord eighteen hundred and nineteen, the said John Troxell Senior caused the residue of the said part of said tract, part of the Resurvey on Harris' Delight, which had been so by him sold to the said Peter Troxell in his lifetime and which was not included in the said agreement of which said exhibit G. W. is a copy to be transferred to him the said John Troxell Senior, on the books of the commissioners of tax for Frederick County aforesaid from the name of the said Peter Troxell, deceased, to the name of him the said John Troxell, Senior as and for "ninety six acres transferred from Peter Troxell." Your complainants further state, that from the time the said John Troxell Senior took possession of said land, by his aforesaid entry upon the same, he continued in the use and occupation of the said residue of said part of said tract called "The Resurvey on Harris Delight," which was not included in the said agreement of which said exhibit G. W. is a copy either in person or by his tenants, until the tenth day of February in the year of our Lord eighteen hundred and twenty nine or thereabouts receiving the rents issues and profits