

Chancery Court Records of Frederick County, Maryland
Flegle vs Flegle - #17898-1759-1 – in the year 1799

**Part 1 – Petition of Charles, Valentine, Jacob and John FLEGLE
vs Valentine FLEGLE, the father**

To the Honorable Alexander Contee HANSON, Chancellor
Humbly complaining sheweth unto your Honor your Orators, Charles, Valentine, Jacob and John
FLEGLE of Frederick County –

That Valentine FLEGLE, the father of your orators, being seized in fee of parts of the following
tracts, viz: “Browns Plague”, “Spring Garden” and “The Resurvey on Molly’s Industry” and
being aged and having lost his wife, the mother of your orators, determined to make a settlement
on your orators of the said land.

That your orators’ said father, in pursuance of the said determination, had a survey made of the
said land and himself marked and set up stones round the different parts assigned to your orators
respectively and put your orators in possession thereof, and your orators herewith exhibit in platt
and survey of the said land and the subdivisions thereof as they were respectively assigned to
your orators which said survey is marked No. 1; and your orators pray that the land may be taken
as part of this their Bill of Complaint.

That the division was not intended by the parties as solely a permission for your orators to have
the possession of the said land, but was assigned as a gift out of natural love and affection; that
your orators retained the possession of the said land for many years and on the faith of the said
gift, made valuable improvements thereon.

That your orators’ father repeatedly assured your orators that he would convey the said land to
them, but the situation as his children made them forbear to press him on the subject.

Your orators further state that after they had continued for many years to enjoy the said land and
live in peace and harmony with their father. By age and infirmity his judgment but part limits
former strength, and he became a fit subject to be praitieved (preyed?) upon by the artful and
devising and strength of a young woman of bad character and fame, prevailed on their said father
to marry her – on the happening of _____ the said father was, by _____ of the said
woman, induced to quarrel with your orators and has turned your orators out of possession of
their said land, and is attempting to make him wholly _____ your orators of that land which he
had so as before given them.

In tender consideration whereof and for as much as your orators are without remedy, except by
the aid of this court, to the _____ therefore that the defendant may answer the previous and
convey to your orators in fee their respective parts of the said land adhering to his contract
aforesaid, and that your orators may have saith other relief in the premises as to your Honor shall
see right. May it please your Honor to grant a subpena in the usual form provided to the said
Valentine Flegle, the father.

Part 2 – The Answer of Valentine FLEGLE to the Bill of Complaint of Charles, Valentine, Jacob and John FLEGLE, complainants – Aug 1799

This defendant now and at all times hereafter saving and reserving to himself all benefit and advantage of exceptions to the many errors in the Bill contained for answer thereto, he answering sayeth that he admits he is seised of the Fee Simple and Inheritance of and in the several tracts or parcels of land in the complainants' bill mentioned, and further admits that the first wife of this defendant and mother to the complainants is dead; but denies absolutely and positively of his ever understanding from the mother of the complainants that she ever determined or ever wished to make a settlement in fee simple – fee-tail, for life or for years of the aforesaid tracts of land or any part thereof to the said complainants or either of them.

This defendant denies that he ever did, in pursuance of any determination or wish of his deceased wife and mother of the complainants, survey or cause directly or indirectly a survey or plat to be made of the said land or any part thereof as stated by the complainants, with a view of assigning them their respective shares of the said lands as in the complainants bill mentions.

And this defendant utterly denies his every having mentioned and set up or cause to be set up stones or any other marks round the said lands or any part or parcel thereof with an intention of giving the aforesaid lands or any part thereof, or of transferring his title of or in the said lands or any part or parcel thereof to the said complainants or either of them.

This defendant further states that he never did assure or promise the said complainants or either of them, that he would convey to them or either of them the said lands or any part thereof.

This defendant denies that he ever put the complainants or either of them in possession of the said lands or any part thereof under and in pursuance of any engagement or promise to convey the same or any part thereof to them or either of them. But that Valentine, Charles and Jacob FLEGLE, three of the complainants in the aforesaid bill of complaint, soon after they were married, were permitted by this defendant to live on and work parts of this defendant's said lands, that they lived on the said land, off and on, at different periods, and gave him this defendant whatever they could spare for the privilege of living on the land.

That Valentine, one of the complainants, lived first upon the land about twenty years ago; that after he moved on it, this defendant assisted him in building a log house to take his wife to live in, which house was built with the timber of this defendant. That after the said Valentine had lived there several years and supported his family, he wanted this defendant to give him the land which he lived upon; which to do, this defendant refused. Soon afterwards, said Valentine moved off of the said land to Risters Town; and when he moved away, pulled down the house and carried the materials to Risters Town, and there with them built a house. That as to any improvements made by the said Valentine, they were such only as were necessary to cultivate the land.

This defendant further states that Charles FLEGLE aforesaid, lived on part of this defendant's land soon after he was first married; that he built a small log house on it, with the timber of this defendant; that he continued to live on it several years without exacting from him any stipulated rent. After living on it several years, he moved off, and leased land – and at the time he left the place, this defendant paid him twenty pounds for building the house. As to any improvements made by the said Charles, they were such and such only as were necessary to work the land.

This defendant further states that Jacob FLEGLE aforesaid, soon after he was married, lived upon this defendant's land without paying any stipulated rent, and that he the said Jacob never made any improvements on the said land occupied by him except such as were necessary to cultivate the land.

This defendant further states that the complainant John FLEGLE never did settle or live upon any part of this defendant's land.

This defendant states further that the complainants, Valentine, Charles and Jacob FLEGLE, moved off the land of this defendant many years before the death of this defendant's first wife, the mother of the complainants; but that Jacob FLEGLE, as well as this defendant recollects, came upon this defendant's land about twelve months before this defendant's wife died and went into the house which had been built by the said Charles FLEGLE (which at the

time was vacant), without his this defendant's consent being previously obtained, and there lived upon an occupied part of defendant's land until the summer of 1798, when this defendant dispossessed him, as "tenant at will" under the Act of 1793, Chapter 43.

This defendant further states that he never heard the complainants, nor does he believe they ever did, lay any claim to the said land or any part thereof until his first wife was dead. But after the death of his first wife which happened, as well as this defendant recollects, in the year 1796 or 1797, that then the said complainants claimed this defendant's land; and a short time after his marriage with his present wife which was about eighteen months, as well as this defendant recollects, after the death of his first wife, the complainants or some of them, (as this defendant is informed and believes), in his absence and when this defendant had left home to go to Frederick Town on business, took some person on this defendant's land and caused a survey to be made of the said land and laid the same off into subdivisions, and each claimed his share of my land as carved out by themselves. That this defendant, on his return home, was much astonished at the conduct of the said complainants in attempting to take from him his property and leaving him destitute of any thing, wherewith, to subsist upon. That as before stated, Jacob was living (at the time of the division so aforesaid made) upon the land, but after this division by the complainants, without the approbation or consent of this defendant, that said Jacob continued upon the land and claimed it as his property. That when this defendant found the complainants were carving and dividing this defendant's land among themselves, he found it necessary by due process of law to dispossess the said Jacob FLEGLE of that part of the land which he lived on.

This defendant states that the other three complainants did not take possession of the said land under the unlicensed division made by them; and that this defendant never did give them, or either of the aforesaid complainants in the bill, possession under the division aforesaid by them made.

This defendant, in answer to the consideration of love and affection, begs leave to state, that the complainants have ever since the death of his first wife, have been in the habit of treating this defendant ill; that neglect, abuse and ill treatment has almost constantly and uniformly marked the conduct and behavior of the complainants to this defendant; that even threats have been th__oned out by the complainant Jacob FLEGLE against the personal security of this defendant, his father. That the other complainants have done every thing to irritate, fret and render this defendant in his old age, uneasy and unhappy; that this defendant in time has married a second wife, but he believes she is not of bad character.

This defendant further states that he has eight children by his first wife, the four complainants in the bill and four daughters, all of whom are married and were married at the death of his first wife and lived away from this defendant. That this defendant had no person to take care of his house or as a companion for himself. Being lonesome and without a housekeeper, he hired Mary FLYDON, his present wife, to work for him. She had not been in this defendant's employ but a very short time before she was driven from this defendant's employ, and this defendant believes at the instance and advisement of the said complainants. Thus, he was again left alone, she, being very much beaten, refused to live with me. This defendant, after much persuasion, prevailed upon her to live with him again and, from her attention to this defendant, this defendant found it necessary for his own safety and welfare to marry and did prevail on her to marry him this defendant; and ever since the said marriage, the said complainants have treated this defendant with increased disrespect and ill nature; and that the complainant Jacob FLEGLE had made it necessary for my present wife to take refuge in this defendant's springhouse for personal safety.

This defendant is surprised at this suit brought against him by the said complainants whereby the defendant is wrongfully vexed and sued without any just cause.

This defendant denies all fraud herewith he stands charged; without that, that there is any other matter or thing material for this defendant to answer and not herein sufficiently answered or denied, confessed and avoided, is true all which matters and things this defendant is ready to prove as this honorable court shall award, and prays hence to be dismissed with his reasonable costs and charges for defendant. – John JOHNSON

July 25th, 1799 – This day came Valentine FLEGLE before the subscriber, one of the Justices of the Peace for Frederick County, and made oath on the Holy Evangel of Almighty God that what is contained in the foregoing answer is true as stated to the best of his knowledge. – Sworn before John JOHNSON

Filed August 9, 1799

(I have no records from this time period until after Valentine's Death, as follows.)

Chancery Court Records of Frederick County, Maryland

Charles, Valentine, Jacob and John FLUGLE vs Lawrence BUCHART and his wife/ Mary – dated 18 Nov 1805

At the execution of a commission issued from the high court of chancery directed to Richard BROOKE of Frederick County Commissioner to examine evidences in a cause depending in the said court between Charles FLUGLE and others, complainants, and Lawrence BUCHART and Mary his wife, defendants, the commissioner met on this 18th day of November eighteen hundred and five at the tavern of Peter SHOEMAKER and proceeded to take the following depositions:

John SLIFE, aged about 49 years, a witness produced on the part of the defendant, being first duly sworn, deposeth as follows:

1st – He knows the parties and has known them 14 or 15 years.

2nd – Valentine FLUGLE, deceased, had by his first wife seven children, viz: Charles, Valentine, Jacob, John, the wife of Daniel ZACHARIAS, the wife of David STONER and the wife of Jacob DAGEY.

3rd – He has no knowledge of the names of the land of Valentine FLUGLE, deceased, but knows he owned land near Krider's Church situate in Frederick County.

4th – He does not know when his wife died.

5th – John FLUGLE employed the deponent to go with him to help to make shingles on said land to cover a house and to get timber for said house for Valentine FLUGLE, deceased, to live in. On the first or second evening, the deponent observed to said FLUGLE, deceased, that his sons were very good to him, to employ and pay hands to build a house for him to live in, in his old days. He replied, "they are not doing it for me, they are doing it for themselves; they know very well what they are doing it for." He further said, "I have run out my lotts for my four boys and planted stones on the corners". This conversation happened 14 or 15 years ago.

6th – He has no knowledge.

7th – He has no knowledge.

8th – He has heard that Valentine the son had built a log house on the land of Valentine the Father, and that Valentine the son pawled the house from the premises, but does not know who gave him the above information. He knows of no other improvements made by Valentine the son.

9th – Included in 8th one.

10th – Charles FLUGLE lived on said land, but knows of no improvements made by him.

11th – He has no knowledge.

12th – He knows Jacob FLUGLE, one of the complainants, lived on the land. He does not know how long nor of any improvements made by him.

13th – John FLUGLE, one of the complainants, never lived on the land after he was married.

14th – John FLUGLE was married about 16 years ago and his other brothers before then.

15th – 19th – He has no knowledge.

20th – He knows nothing of the value of the property left by Valentine FLUGLE, deceased, except that claimed by the complainants.

21st – He has often heard, but does not know from whom, that John FLUGLE often told his father that he was welcome to come and live with him all his life and would treat him as well as himself.

22nd – 23rd – He has no knowledge

Adjourned to meet in Taneytown, Friday, the 29th November, inst., at the house of Eli BENTLEY at 10 o'clock at the request of the complainants.

Chancery Court Records of Frederick County, Maryland

Charles, Valentine, Jacob and John FLUGLE vs Lawrence BUCHART and his wife/ Mary – dated 29 Nov 1805

Agreeable to adjournment, the commissioner met on Friday, the 29th November at the house of Eli BENTLEY.

John BENDER, aged about 50 years, a witness produced on the part of the complainants, being duly sworn, deposeth as follows to wit:

1st – He knows the complainants; he has known them a short time and knew Valentine FLUGLE, deceased father of the complainants, very well.

2nd – About 23-24 years ago, Valentine FLUGLE, now deceased, father of the complainants, told this deponent that he had divided all his land into four parts for his four sons, the complainants, Charles, Valentine, Jacob and John; and had set up stones at the corners, and had entered into a written agreement with said sons, conditioned to maintain him in a separate house for himself during his life. But, some time after being dissatisfied with having made said agreement, he, the said Valentine deceased, went to Henry MYERS, with whom said agreement was left for safe keeping, and under pretence of wishing to hear it read, snatched it out of said Myers hand and destroyed it. Said Valentine deceased gave as a reason for making the said agreement that he wanted to settle his sons in the world, that he was getting old.

3rd – Answered in the 2nd one; except that he knows that Charles, Valentine and Jacob was in possession of their parts after the division of the land, agreeable to the aforesaid agreement, but John was not in possession of his part, being at that time under age and an apprentice.

4th – He knows that Valentine and Charles each built a dwelling house on their parts of said land; the deponent helped them to build said houses.

5th – He knows the aforesaid Henry MYERS; he has moved back some where, he knows not where.

6th – Charles FLUGLE, one of the complainants, bought timber for building one of said houses of Henry BROWN and lived in it on said Brown's land, and carried to his part of the land and there built the aforesaid house with it. That he knows Valentine FLUGLE, one of the complainants, also bought timber of Jacob RUNKLE and hewed it on said Runkle's land and carried it to his said Valentine's part of the land and built the other of said houses with it there.

7th – He had no knowledge.

John WAMPLER, aged about 32 years, a witness produced on the part of the complainants, being first duly sworn, deposeth as follows to wit:

1st – He knows Charles, Jacob and John FLUGLE and believes he has seen Valentine, but it is so long since, he does not know that he would now know him if he seen him. He knows Buchhart and has seen a woman who is said to be his wife. He did know Valentine, father to the complainants.

7th – About seven or eight years ago, he was called upon by Charles, Jacob and John FLUGLE, three of the complainants, to survey their respective parts of the land of Valentine FLUGLE, the father, as the complainants claimed the same under the agreement of the said Valentine the father. This deponent, at the instance of the aforesaid three of the complainants, laid of the land of the said Valentine, the father, into four separate parcels by the direction of the said three complainants. This survey was made without any courses, but by running from stones, planted at different corners of each of the said parcels as was shewn to the deponent by said complainants, which stones seemed to have been planted some considerable time; that a plot was afterwards made of said land agreeable to this deponents running. This deponent does not know what became of the platt. Valentine the father was not present, nor was he at home. This deponent saw him sometime afterwards and he appeared to be dissatisfied that the land was so run.

Chancery Court Records of Frederick County, Maryland

**Charles, Valentine, Jacob and John FLUGLE
vs Lawrence BUCHART and his wife/ Mary – dated 29 Nov 1805**

Dewalt YOUNG, aged about 48 years, a witness produced on the part of the complainants, being first duly sworn, deposeth as follows to wit:

1st – He knows the complainants, but does not know the defendants; he knew Valentine FLUGLE, deceased, in his lifetime.

2nd – About 14 or 15 years ago, he was employed by John FLUGLE, one of the complainants, to work at making shingles, to repair a house for Valentine, his father, to live in, that on the third evening after being at work there, John SLIFE, who was present said to Valentine that father that his sons were very good to him to repair his house for him to live in. He replied, “They were not doing it for him, but for themselves; they knew what they were doing.” He said he had divided his land into four lots for his four sons and planted stones on the corners that each might know his own land when he was dead. Valentine, the father, told John, his son, that he had brought these boys to work here and he must pay them. John paid him; he believes John also paid the others.

John SLIFE, aged about 49 years, a witness, heretofore produced on the part of the complainants, being already sworn, deposeth as follows:

1st – answered in his examination on the part of the defendants.

2nd – He has no knowledge.

3rd – All he knows of the matter – about 14 or 15 years ago, John FLUGLE, one of the complainants, employed this deponent to repair a house for Valentine the father to live in. That while they were engaged in the said repairs, this deponent observed to the said Valentine FLUGLE that his sons were very good to him to build a house for him to live in in his old days. The old man replied, “They were not doing it for him, but for themselves.” He said he had laid out his land into four lots for his four sons and planted stones on the corners that each might know his own land after his decease and be no rangling and jangling about it. He told this deponent and the other workmen, when they were going away, not to look to him for pay, but to John who employed them and John must pay them. John did pay this deponent. Charles FLUGLE, one of the complainants, then lived on the part of the land so laid out for him.

4th – He understood, but does not know from whom, that Valentine and Charles each built a house on said land to live in; he has no further knowledge except what had been already answered.

Daniel ZACHARIAS, aged about 28 years, a witness produced on the part of the complainants, being first duly sworn, deposeth as follows:

1st – He knows the complainants and their father, Valentine FLUGLE deceased, and has known them since he can remember; he also knows the defendants, but has not known them long.

2nd – He has no knowledge

3rd – 4th - He knows that Valentine, Charles and Jacob FLUGLE, three of the complainants, lived in separate houses on said land, but does not know who built the houses they lived in.

Last – Valentine FLUGLE, deceased father to the complainants, came to the deponent’s father and, in this deponent’s presence, offered to sell his land to the deponent’s said father, who observed to him he ought not to sell the land, that he had given it to his sons; that if the said Valentine was not content to live at home, to come and live with them, and when tired there, he might try some other. He said his sons had treated him ill, that he would disinherit his sons. He went off in a pout saying he would live with none of them, he had money enough to live on. This took place some short time before he married his second wife and believe he was then courting her; that at this time, Valentine deceased was very helpless, used two canes in walking at times. Learned several times from said Valentine FLUGLE that he was then upwards of eighty years old.

Adjourned to meet at the house of Peter SHOEMAKER on the 2nd Monday in January next at 10 o'clock at the request of the defendants.

Chancery Court Records of Frederick County, Maryland

**Charles, Valentine, Jacob and John FLUGLE
vs Lawrence BUCHART and his wife/ Mary – dated 13 Jan 1806**

At Peter SHOEMAKER's Tavern, Monday, January 13, 1806, agreeable to adjournment, the commissioner met and proceeded to take the following depositions:

John MARKER, aged about 50 years, a witness produced on the part of the defendants, being first duly sworn, deposeth as follows to wit:

1st – He knows the parties except Valentine the son, who he has seen twice. He knew Valentine FLUGLE, deceased, in his lifetime.

2nd – Valentine FLUGLE, deceased, had eight children, viz: the four complainants his sons, the wife of Daniel ZACHARIAS, the wife of Jacob DAGEY, the wife of John COVER and the wife of David STONER.

3rd – He knows the land Valentine FLUGLE, deceased, owned in his life time, the quantity as the said Flugle informed the deponent was one hundred and fifty acres, but does not know the names of the land.

12th – He knows nothing of any improvements made by Jacob FLUGLE on the premises in question, nor when he was first married. His first knowledge of him was when he the deponent moved on Jacob SHERMAN's land; that said Jacob FLUGLE moved from the back woods to said premises and lived there; this was about nine or ten years ago.

17th – Valentine FLUGLE in his lifetime had him put out by a jury.

William DURBIN Jr., aged about 32 years, a witness produced on the part of the defendants, being first duly sworn, deposeth as follows to wit:

1st – He knows all the persons mentioned in the interrogatory and has known them since he knew anybody.

2nd – He knows eight and believes they were all the children of Valentine FLUGLE, deceased, by his first wife, four sons and four daughters.

3rd – He knows the plantation that the old man had very well and knew that "Spring Garden" was a part of the said plantation, but does not know any other names of said land.

4th – Valentine FLUGLE's first wife died either in the year 1796 or 1797, his daughters were then all married and had left their father's house.

5TH – He had heard Charles FLUGLE, one of the complainants, say that his father had laid off land in Lotts for his sons, but does not recollect that he heard it from any other particular person, but has often heard it in the neighbourhood.

John MITTEN, aged about 63 years, a witness produced on the part of the defendants, being first duly sworn, deposeth as follows to wit:

1st – He knows Charles FLUGLE very well and knows Valentine FLUGLE, deceased, his father, in his life time, but does not know any of the others.

Chancery Court Records of Frederick County, Maryland

**Charles, Valentine, Jacob and John FLUGLE
vs Lawrence BUCHART and his wife/ Mary – dated 13 Jan 1806**

George BROWN Sr, aged about 74 years, a witness produced on the part of the defendants, being first duly sworn, deposeth as follows to wit:

1st – He knows the complainants from children and knows Valentine FLUGLE in his lifetime.

8th – Valentine FLUGLE, one of the complainants, built a log house on the premises in question and took it away and moved it to Reister's Town. This deponent helped him to load a wagon with part of it, and took it away. The said house stood some few years on said premises, but does not know how long. Said Valentine lived in said house until a short time before he pulled down said house and moved it away.

Daniel KLINE, aged about 65 years, a witness produced on the part of the defendants, being first duly sworn, deposeth as follows to wit:

1st – He knows all the person named in the interrogatory.

8th – He knows that Valentine FLUGLE, the son, built a wooden house on the premises in question and moved said house afterwards to Reisters Town; he knows of no other improvements made by him.

Chancery Court Records of Frederick County, Maryland

Charles, Valentine, Jacob and John FLUGLE vs Lawrence BUCHART and his wife/ Mary – dated 13 Jan 1806

Henry BROWN Jr, aged about 35 years, a witness produced on the part of the defendants, being first duly sworn, deposeth as follows to wit:

1st – He knows the complainants and knew Valentine FLUGLE, their father, in his lifetime.

2nd – The four complainants and four girls were the only children of Valentine FLUGLE, deceased, by his first wife, viz: Mary, Catharine, Abigail, and Polly.

3rd – He always understood that in the lifetime of Valentine FLUGLE, he owned three tracts of land, “Browns Plague”, “Spring Garden”, and “Molly’s Industry”, or part of said tracts, but does not know of his holding any other land.

4th – He cannot tell at what time Valentine FLUGLE’s first wife died, but at the time of her death, all his daughters were married.

5th – He has often heard in the neighbourhood, but does not know from whom, except from the complainants, nor does he know it was from them, that Valentine, father to the complainants, had laid off his land in lotts for the use of his sons, that each son might know where to find his share and to keep peace between them.

6th – He has no knowledge.

7th – He thinks Valentine the son moved off the premises about twenty years ago, but does not know when he was married, nor when he moved on it.

8th – He knows that Valentine the son built a log house on the land of his father, that he afterwards moved said house to Reisters Town. The deponent heard it talked in the neighbourhood that the reason of Valentine the sons moving said house away was that he had applied to his father for a deed for that part of the land he expected; that his father refused, saying that if he would not wait till he seen fit to give him one, that he might do as he pleased.

9th – Valentine the son also built a small stable on said premises, he believes, but is not sure that said son built some convenience for threshing the grain on so small a piece of land.

10th – Charles FLUGLE built a house on the land in question and lived in it some time but does not know how long; said Charles was then married.

11th – Charles FLUGLE and his father could not agree well and that his father made him some compensation for his improvements there; but, cannot name from whom he got this information. Charles FLUGLE moved off the land in question.

12th – Jacob FLUGLE, after he was married, moved into the house that Charles left. He knows of no improvements made by Jacob. He might have built a bake oven for what he knows.

13th – John FLUGLE never lived on the premises after he was married.

14th – He has no knowledge.

15th – 16th - He is not certain, but believes Jacob FLUGLE lived on the land at the time of his mother’s death.

17th – Jacob was dispossessed off the premises by a jury of men.

18th - He frequently heard that the complainants claimed the land in question

21st – He has heard from the old man that he was ill treated by his sons, has heard it reported in the neighbourhood also, but does not remember hearing it from any particular person. The report was about the time of the last marriage particularly.

23rd – To the best of his knowledge, Jacob FLUGLE lived on the land on terms to give the old man such a share.

24th – Jacob FLUGLE told this deponent about six weeks before the last seeding time the he lived on the place, that his father forewarned him not to sow grain that fall; Jacob said he would sow in spite of him.

Adjourned to meet on Monday, January 27th, 1806, at the House of Peter SHOEMAKER, at the instance of the defendants.

Chancery Court Records of Frederick County, Maryland

**Charles, Valentine, Jacob and John FLUGLE
vs Lawrence BUCHART and his wife/ Mary**

At Peter SHOEMAKER's Tavern on January 27th, 1806, agreeable to adjournment, the commissioner met:

Adjourned to meet on Monday, February 24th, 1806, at Peter SHOEMAKER's Tavern, at 10 o'clock, at the request of the defendants.

At Peter SHOEMAKER's Tavern on February 24th, 1806, agreeable to adjournment, the commission was opened:

Adjourned to meet on Monday, 3rd of March 1806, at Peter SHOEMAKER's Tavern, at 10 o'clock, at the instance of the defendants.

At Peter SHOEMAKER's Tavern on March 3rd, 1806, agreeable to adjournment, the commissioner met:

Adjourned to meet on Monday, 10th of March 1806, at Peter SHOEMAKER's Tavern, at 10 o'clock, at the instance of the defendants.

At Peter SHOEMAKER's Tavern on Monday, March 10th, 1806, agreeable to adjournment, the commissioner met:

John WAMPLER, aged about 32 years, a witness produced on the part of the defendants, being first duly sworn deposeth as follows:

1st – He was acquainted with all the persons named in the interrogatory except Valentine the younger, whom he believes he has seen, but does not know that he would know him now if he was to see him.

5th – He never heard, except from the complainants, that Valentine the father had set up stones or made divisions of his land as stated in the interrogatory.

6th – About seven or eight years ago, he was called upon by Charles, Jacob and John FLUGLE, three of the complainants, to survey their respective parts of the land of Valentine FLUGLE the father, as the complainants claimed the same under the agreement of the said Valentine the father. That this deponent, at the instance of the aforesaid three of the complainants, laid off the land of the said Valentine the father into four separate parts by the direction of the said three of the complainants; that this survey was made without any courses, but by running from stones placed at different corners of each of the said parcels as was shewn to the deponent by said complainants, which stones seemed to have been planted some considerable time. That a plot was afterwards made of said land agreeable to this deponents running, that this deponent does not know what became of the plot. Valentine the father was not present, nor was he at home. This deponent saw him sometime afterwards and he appeared to be dissatisfied that the land was so run.

Chancery Court Records of Frederick County, Maryland

Charles, Valentine, Jacob and John FLUGLE vs Lawrence BUCHART and his wife/ Mary – dated 10 March 1806

Henry STEVENSON, aged about 66 years, a witness produced on the part of the defendants, being first duly sworn, deposeth as follows:

1st – He knows all the persons named in the interrogatory and knew them a long time.

24th – Exhibits 1-5 were bonds that this deponent signed as security for Henry BROWN which said deponent understood to be given for land said Brown bought of Valentine FLUGLE, deceased father of the complainants. Memorandum the exhibit Marked No. 6 is filed by the defendants and herewith sent.

John MARKER, aged about 50 years, a witness produced on the part of the defendants, being first duly sworn, deposeth as follows:

1st – He is acquainted with Charles, Jacob and John FLUGLE, three of the complainants, has seen Valentine the younger, but has no acquaintance with him; and was acquainted with Valentine FLUGLE, the deceased, in his lifetime.

5th – Valentine FLUGLE Senior, in his lifetime, told this deponent that there was a talk in the neighbourhood that his sons wanted the land because it was laid out, but he laid it out to keep peace with them and that each might know how far to go on with their work, but not to give it to them; that this was at the time that Jacob FLUGLE lived upon the land.

John DIEFFEBAUGH, aged about 39 years, a witness produced on the part of the defendants, being first duly sworn, deposeth as follows:

1st – He has known all the persons in the interrogatory and has known them about thirty years.

8th – He knows that Valentine FLUGLE the son built a log house on the land in question and heard that said Valentine afterwards moved said house from off the premises to Reisters Town.

9th – Said Valentine also built a stable on said land, it was also moved away, but this deponent does not know by whom or where to.

2nd – On the part of the complainants, Joseph RUNKLE told this deponent that he had advised Valentine FLUGLE the son to try and get a deed for his land from his father, that his father was one day so, anotherwise, that is one day giving another day taking; Joseph RUNKLE is dead some years.

3rd – Charles, Jacob and Valentine FLUGLE, three of the complainants, lived on the land in question, that John FLUGLE then was not married and lived with his father, the others were married. The deponent helped to reap grain on said land of Charles FLUGLE; he dos not know whether they were in possession under the agreements or as tenants.

4th – Charles and Valentine FLUGLE each built a dwelling house on said land to live in; that there was a house also built for their father to live in and that Charles and John FLUGLE helped to build such house.

5th – He knew one Henry MYERS, but knows of no agreement being lodged with him. Said Myers lived in the neighbourhood of the land in question, but has many years ago, perhaps about 25 years ago, moved far away; this deponent knows not where. Said Myers, when he lived in said neighbourhood, was almost the only English clerk thereabouts and done the chief of the writings between people in the said neighbourhood.

6th – Valentine the son bought timber of Jacob RUNKLE for the purpose of building a house on the land in question to live in. Seen said Valentine hewing said timber for the said purpose and understood from Henry BROWN that Charles FLUGLE, one of the complainants, bought timber of said Brown for the purpose of building a house on the land in question to live in.

Adjourned to meet at Peter SHOEMAKER's Tavern on Tuesday, March 11th, 1806, at the request of the complainants at 9 o'clock am.

Chancery Court Records of Frederick County, Maryland

**Charles, Valentine, Jacob and John FLUGLE
vs Lawrence BUCHART and his wife/ Mary – dated 11 March 1806**

At Peter SHOEMAKER's Tavern, March 11th, 1806, agreeable to adjournment, the commissioner met:

John BENDER, aged about 50 years, a witness heretofore examined on the part of the complainants, being first duly sworn, deposeth as follows:

Last – Valentine FLUGLE, the father to the complainants, was, as he supposes, about eighty years old at the time of the decease of said Flugle's first wife; that he was very helpless previous to and at the time of said wife's decease. At times, he walked with the assistance of two sticks; that sometimes afterwards, he got better and walked without the use of a stick. This deponent lived near to Valentine the father for some time and during said time the complainants, who worked the land, always took the share of grain due to their father to said father's barn for his use. This was done under the contract alluded to in his former deposition. This deponent never seen to his knowledge the second wife of Valentine FLUGLE the father but once; that was at meeting she appeared to be a poor woman and to be twenty years old or thereabouts.

John WARNER, aged about 67 years, a witness produced on the part of the defendants, being first duly sworn, deposeth as follows:

1st – He knows all the persons named in the interrogatory and has known them these thirty years past.

12th – He knows that Jacob FLUGLE lived on a part of the land in question after he was married, but does not know how long.

17th – Deponent was one of the jury brought at the instance of the father of said Jacob to dispossess said Jacob off the premises he held and that he was dispossessed by a verdict of said jury.

5th – On the part of the complainants – He knew Henry MYERS; he has long since moved out back, does not know where.

William DURBIN, a witness heretofore examined in this case, being again called and sworn, deposeth as follows on the part of the defendants:

24th – He knows that Henry BROWN holds part of the land in question and that possession was given before the deed was executed. From what Valentine FLUGLE the father told this deponent and what he had seen about said Flugle, he believes that said Flugle was in indigent circumstances at the time said Flugle sold a part of the land in question to the aforesaid Henry BROWN. About August in the year 1800, this deponent saw said Valentine the father coming from Frederick Town; he appeared then to be in good health. The sale of the above land to Henry BROWN was about a year after said Flugle's last marriage.

7th – On the part of the complainants – The report in the neighbourhood was that the second wife of said Valentine the father was a poor girl and served her time as a servant to one SWISHER. As to her character, he has not heard it called in question.

Chancery Court Records of Frederick County, Maryland

**Charles, Valentine, Jacob and John FLUGLE
vs Lawrence BUCHART and his wife/ Mary – dated 11 March 1806**

Merryman STEVENSON, aged about 37 years, a witness produced on the part of the complainants, first being duly sworn, deposeth as follows:

1st – He knows the complainants; he knew Valentine FLUGLE, deceased, and is acquainted with the defendants.

2nd – This deponent kept a tavern previous to, at the time, and after the second marriage of Valentine FLUGLE, father to the complainants, about a mile from said Flugle's house. A short time previous to said marriage, said Valentine FLUGLE came with a woman to whom he was afterwards married. The woman appeared to be pretty much beat. Flugle said to this deponent that his daughter and her girls had beat that woman because they supposed the said Flugle intended marrying her, but would now do it to spite his children and leave her everything he had. This deponent said he thought one third of his property was enough for her during her lifetime; Flugle said she should have all he had if he could get clear of an agreement he had made with his sons about the land. The deponent said to him he thought a will would undo any agreement he had entered into with his sons. Flugle then spoke of who was best to get to write a will; the deponent advised him to go to Frederick Town and he would get it well done. Flugle said he would give this deponent five pounds if he would go with him and help him to explain himself to the person who was to draw the will. Said Flugle at this time, as above aluded to, called for some whiskey to was (wash?) bruises the woman received in the said beating. The daughter above aluded to is and was the wife to John COVER. He had no other knowledge of any contract between said Flugle and his sons, these complainants, except as above stated.

3rd – He knows that two or three of the complainants lived on the land in question, but does not know on what terms.

5th – He knew Henry MYERS very well; he has moved away, he knows not where.

15th – Charles and Valentine FLUGLE moved off the land in question before the decease of their mother; but Jacob FLUGLE lived on the said land before, at the time, and after the death of his mother.

24th – The observations of Valentine FLUGLE, deceased, to this deponent about a contract between himself and his sons, was about eight years ago, as near as this deponent recollects.

I hereby certify that the foregoing is a true account of the proceedings under the commission hereunto annexed. Attest - John COSKERY, Clerk to the Commissioner

Chancery Court Records of Frederick County, Maryland

Survey of Divisions to sons of Valentine FLEEGLE, the father - surveyed by John WAMPLER – August 24, 1809

The lands of Valentine FLEEGLE, late of Frederick County, deceased, consisting of part of a tract of land called “Spring Garden”, part of a tract of land called “Browns Plague” and part of a tract of land called “The Resurvey on Molly’s Industry”, situate in Frederick County and lying contiguous to each other and containing, agreeable to the title papers of the deceased, the quantity of 150 acres of land, more or less.

And whereas the said Valentine FLEEGLE did on or about 27 or 28 years prior to his death in a verbal manner, as is represented by a certain John BENDER of said county, in the presence of his sons, Valentine, Charles, Jacob and John, proceed in a temporary way to affix corners of lines through and across his plantation composed of the aforesaid parts or parcels of land so as to divide his said plantation in four parts without respect to quantity or quality in the following order as shewn me this day by the said John BENDER on the ground.

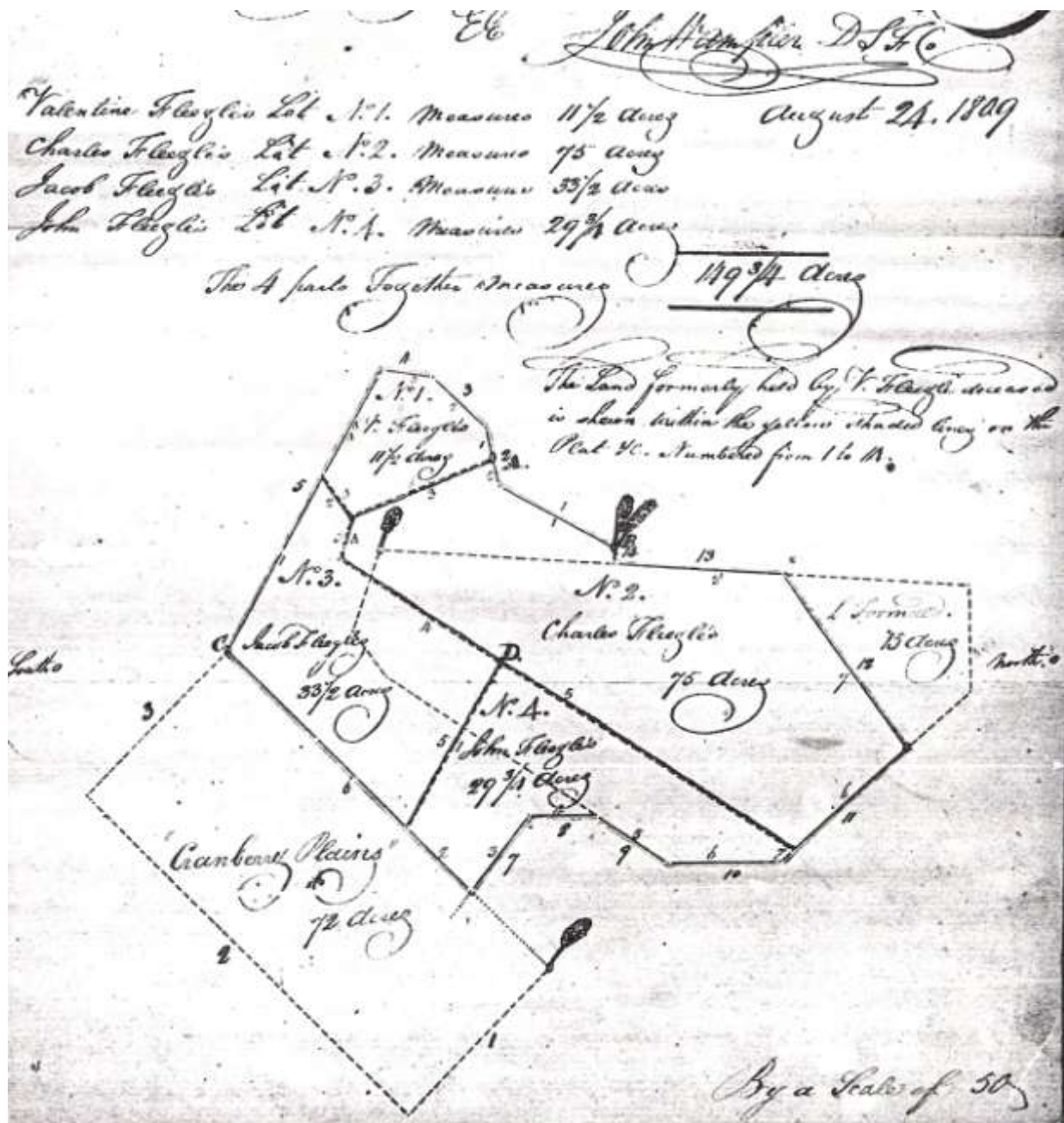
Part 1 – Valentine FLEEGLE Jr. – part is composed of part of a tract of land called “Brown’s Plague” and part of a tract of land called “The Resurvey on Molly’s Industry”, situate in Frederick County and lying contiguous to each other. Beginning for the out lines to include the said two parts at the end of 10p on the 2nd line of 15 acres, part of “The Resurvey on Molly’s Industry”, conveyed by Peter CRAUL to Valentine FLEEGLE, deceased, the 17th day of November in 1773, and running thru with said part (1. S 78 degrees W 11p) (2. S 44 degrees W 26p) then leaving the out lines of said Resurvey (3. S 8 degrees W 18p) until it intersects the 29th lines of said Resurvey, then (4. S 60 ½ degrees E 2 1/2p) to the end of 12p on the 22nd line of the whole tract called “Browns Plague”, then in a straight direction towards the end of the 3rd line of a tract of land called “Cranberry Plains” (5. S 60 ½ degrees E 40p) then (6. N 54 degrees E 17p) (7. N 21 ¼ degrees W 34 1/2 p) to the first mentioned place of Beginning, containing 11 ½ acres of land, more or less.

Part 2 – Charles FLEEGLE – part is composed of part of a tract of land called “Spring Garden”, part of a tract of land called “Browns Plague” and part of a tract of land called “The Resurvey on Molly’s Industry”, situate in Frederick County and lying contiguous to each other. Beginning for the out lines to Industry, the aforesaid three parts at the beginning trees of a tract of land called “Dry Work” and running thence (1. S 28 degrees W 46p) (2. S 78 degrees W 10p) to the beginning of Valentine FLEEGLE’s lot, then reversing the last line of said lot and bounding thereon (3. S 21 ¼ degrees E 54 1/2p) to the end of the second line of Jacob FLEEGLE’s lot, then running with and bounding on said Lot 2 courses (4. S 74 degrees E 16p) (5. N 33 degrees E 190p) until it intersects the 5th line of the whole tract called “Spring Garden”, then running with said line and bounding thereon (6. N 41 degrees W 54 1/2p) to the beginning of 15 acres, part of said tract belonging to the Estate of Lawrence FORMALOTH (Formwalt ?), deceased, then reversing the given line of said part and bounding thereon (7. S 55 ¼ degrees W 75 1/2p) to the end of 66p on the given line of the whole tract called “Spring Garden”, then running with and bounding on the given line of said tract (8. S 4 degrees W 60p), then with a straight line to the Beginning, containing 75 acres of land, more or less.

Part 3 – Jacob FLEEGLE – part is composed of part of a tract of land called “Spring Garden”, part of a tract of land called “Browns Plague”, situate in Frederick County and lying contiguous to each other. Beginning for the out lines to include the aforesaid two parts at a stone formerly planted for the end of the last line of a tract of land called “Cranberry Plains” and running thence in a straight direction towards the end of 12p on the 22nd line of the whole tract called “Browns Plague” (1. N 60 ¼ degrees W 70p) to the end of the 5th line of Valentine FLEEGLE’s lot, then (2. N 54 degrees E 17p) (3. S 74 degrees E 16p) (4. N 33 degrees E 68p) (5. S 60 degrees E 67p) until it intersects the given line of the aforesaid tract of land called “Cranberry Plains”, then reversing said line and bounding thereon to the first mentioned place of Beginning, containing 33 ½ acres of land, more or less.

Part 4 – John FLEEGLE – part is composed of part of a tract of land called “Spring Garden”, part of a tract of land called “Browns Plague”, situate in Frederick County and lying contiguous to each other. Beginning for the out lines to include the said two parts at the end of 68p on the 5th line of Charles FLEEGLE’s lot, it being also the end of the 4th line of Jacob FLEEGLE’s lot and running thence with and bounding on the 5th line of said lot (1. S 60 degrees E 67p) until it intersects the given line of a tract of land called “Cranberry Plains”, then running with and bounding on said line (2. N 45 degrees E 32p) until it intersects the last line of 50 acres, part of “Browns Plague” conveyed by George BROWN Senior to Valentine FLEEGLE the 19th day of November 1762, then reversing the lines of said 50 acres and bounding thereon 2 courses (3. N 52 degrees W 34p) (4. N 24p) to the end of 89p on the 3rd line of the whole tract called “Spring Garden”, then running with and bounding on said land 3 courses (5. N 34 degrees E 31p) (6. N 40p) (7. N 41 degrees W 5 1/2p) to the end of the 5th line of Charles FLEEGLE’s lot aforesaid, then reversing said line and bounding thereon to the first mentioned place of Beginning, containing 29 3/4 acres of land, more or less.

photo of platt



Chancery Court Records of Frederick County, Maryland

Charles FLEGLE vs Lawrence BUCKHART and his wife/ Mary dated 26 August 1809

After two previous adjournments, at John MYER's Tavern in Frederick County, agreeable to adjournment, the commissioner met, and in the absence of Thomas Contee WORTHINGTON, John COSKERY was sworn as clerk to take down and transcribe the depositions to be taken under this commission. The complainants filed the additional interrogatories herewith returned and the Exhibit marked No. 1, C.

John BENDER, aged about 54 years, a witness produced on the part of the complainants, having been sworn, deposeth as follows:

1st – Addition interrogatory - he answereth he does know the particular parts of land given by Valentine FLEEGLE (deceased) in his lifetime to Charles, Valentine, Jacob and John FLEEGLE, the complainants.

2nd – Additional interrogatory he answereth that the different parts of land which this deponent shewed to John WAMPLER are the same respective parts of land that Valentine FLEEGLE (deceased) in his lifetime gave to his several sons Charles, Valentine, Jacob and John FLEEGLE, that the deponent attended the survey made by John WAMPLER of the said lands on Monday last, that he described to said John WAMPLER the parts of lands as laid off by Valentine FLEEGLE (deceased) for his said sons respectively as nearly as he could in the manner in which Valentine FLEEGLE (deceased) described them to this deponent in his lifetime.

John WAMPLER, Esq., aged about 35 years, a witness produced on the part of the complainants, being sworn, deposeth as follows:

3rd – Additional interrogatory – he answereth that the lands laid down by this deponent described on the platt and explanations marked (No. 1C) are the same lands which were shewn to this deponent by John BENDER, a witness already sworn on this commission; that the deponent has located the said lands on the said platt as the same was described and pointed out by the said Bender who attended on the ground on Monday last for the purpose of shewing and pointing out the said lands to this deponent that he might survey them. That he has located the several parts of Charles, Valentine, Jacob and John FLEEGLE in the manner in which they were pointed out to this deponent by the said Bender; that the said platt and explanations contain an accurate description of the said lands and of the lines and several tracts of which they are composed and of the respective parts of the said complainants as pointed out and shewn by the said Bender to this deponent. That the deponent made the location of the lands aforesaid and the several parts of each complainant upon the information and description thereof given by the said John BENDER on the ground on Monday last.

Certified by the commissioner, Richard BROOKE – 23 Sep 1809

Chancery Court Records of Frederick County, Maryland

Charles, Valentine, Jacob and John FLEGLE vs Lawrence BURKHART and his wife/ Mary – dated Feb 1810

This suit, being on the Trial Docket, was argued at the present term by the counsel for the complainants and notes in writing were filed by the counsel for the defendants. The original bill was against Valentine FLEGLE, the father of the complainants, and, on his death, the proceedings have been revised against Mary BURKHART, his devisee, and her husband, Lawrence BURKHART. The bill alleges that Valentine FLEGLE, the father, being seized of three tracts of land therein named, and, being aged and having lost his wife, determined to make a settlement on the complainants of the said land. That in pursuance of the said determination, he had a survey made and himself marked and set up stones round the different parts assigned to them respectively and put them in possession thereof – a plat of which is exhibited.

That the division was not intended by the parties as solely a permission to have the possession, but was devised as a gift out of natural love and affection. That they retained the possession for many years and, on the faith of the said gift, made valuable improvements. That he repeatedly assured them that he would convey the said land to them, but their situation as children made them forbear to press him on the subject; and, after they had continued for many years to enjoy the said land, he was, after his second marriage, induced to quarrel with them and that he turned them out of possession.

The prayer is that the said Valentine, the father, may convey to them in fee their respective parts of the said land according to his contract.

This case must be determined on the same principles as it would have been in the lifetime of the original defendant. It appears by his answer that he offered his claim, set _____, and he has not suffered(?) the land to descend to the complainants and his other children, but has made a deposition of it by will, which he had a right to do, supposing the gift, as alleged, not to be established.

The principles laid down by the late chancellor in the case of Brown & Brown, Sanders & Simpson and several others, appear to have been overruled by the appellate court in these several of the decrees in the two first cases, and it may be that according to these decisions, natural love and affection would be a sufficient consideration without any other to induce their _____ decree, the execution of the contract. But there is not sufficient evidence to satisfy the chancellor that such a contract was entered into and that Valentine, the father, did make the gift or promise the conveyance as is alleged.

It is expressly denied in his answer and, when it is considered that he had no other land and that the sons, if they had succeeded in their suit in his life time, would have taken all his real property without any equivalent or being under any obligation to contribute to his support. The testimony ought to be very strong to establish such a contract.

John SLIFE, the first witness examined on the commission _____ the declaration of Valentine, the father, that his sons were not building a house for him, but for themselves; and that he had run out his land in lots for his four boys and planted stones on the corners.

The deposition of Devalt YOUNG, on answer to the 2nd interrogatory, is to the same effect as is also the answer of John SLIFE to the 3rd interrogatory on his second examination. Admitting three declarations to have been made, they do not prove an absolute gift, but are consistent with an intention to devise to them his land in such a manner as he might consider equal to them, or to give them the use and occupation of it. There is also a material circumstance to be noticed as to the declaration which is that they were made about the year 1790, six or seven years before the death of the first wife after which the bill states the determination to have been entered into to make a settlement of the said land on his sons.

The Exhibit No. 1, being a plat of the land and of the subdivision thereof, is referred to as a part of the bill and, without it, there would be a want of certainty as to the parts prayed to be conveyed. But, the deposition of J. WAMPLER, as to this plat, supposing it to be the same that he made, cannot establish the divisions shewn thereon, as it was made by the direction of the complainants and from the stones shewn by them. J. WAMPLER, however, has been again examined on the return of the commission by consent and has made a plat with an explanation of

the division which is marked (No. 1C) grounded on the additional testimony of J. BENDER who was before sworn on the commission.

The Chancellor considers this witness is entitled to little credit for reasons which will be stated in remarking on his several depositions. In the first, he says that Valentine, the father, told him he had divided all his land into four parts for his four sons and had set up stones at the corners.. And, also that Charles, Valentine and Jacob were in possession of their parts after the division. Nothing is said therein as to his knowledge of the corners or lines of the respective parts or of any description thereof being made to him. But, on his third examination, in answer to the 2nd interrogatory (which it is to be unmarked, is a leading one), he states that the parts shewn by him to the surveyor are the same respective parts that Valentine FLEGLE gave to his several sons; and that he described to the surveyor the parts as laid off by Valentine FLEGLE as nearly as he could in the manner in which he said Valentine FLEGLE described therein to him in his lifetime.

There is no evidence of any former survey or platt except the one exhibited by the bill and it appears entirely incredible that an accurate description of the several parts should be remembered after a lapse of twenty-three years in case such description was given which is not stated in the first deposition – and the plat (No. 1C) appears on a general view to correspond as to the division with the Exhibit No. 1 which was made from the information from some of the complainants.

The same witness has also referred to parts which the complainants have not stated any knowledge of to wit; that he had entered into a written agreement with his sons conditioned for their maintaining him in a separate house during his life as the consideration for his dividing his land among them, and that they paid to him a share of the grain made therein under the said contract. If such a contract was entered into with the sons, they must of course have known of it and might have stated it in their bill; but supposing the testimony of J. BENDER credible as to this point, it is inconsistent with the parol agreement set up by the complainants and it appears also that the information received from the father as to the division was fifteen years before the determination to make it as stated in the bill and calculates (independent of the written agreement) to leave both the father and the mother without any means of support.

The Chancellor has also considered the testimony of Merryman STEVENSON, but is of opinion that the declaration of the father as to an agreement made with his sons is not sufficient either alone or together with the other evidence to establish the gift alleged in the bill. But supporting the proof to be otherwise, it is a parol agreement that is stated in the bill and it will be necessary to determine whether there has been such part execution thereof as will take it out of the Statute of Frauds. The original ground of this operation of a part performance was that the execution on one part was deemed sufficient to induce a court of decree an execution on the other part rather than that the agreement so far executed should be destroyed and upon the same principal he who accepted the part execution was bound to perform his part. In this case, where consideration was only natural love and affection and nothing was to be done on the part of the complainants, it would seem that the giving possession according to the portion in _____ does not, being it within those principals, but is rather an encumbrance going to the proof of the agreement. Nor is the possession rendered more conclusive in this respect by any evidence in this case respecting the improvements.

In the case of Gunter vs Halley (Arnbler 986), it is laid down as a general rule that when the ground of the decree has been past performance, the terms of the agreement must be certainly proved and also that as to the acts done in performance, they must be such as could be done with no other _____ or _____ than to perform the agreement. The Chancellor does not consider the temporary possession as proof of three of the sons to have been held in permanence of the agreement as stated and there is no proof of the possession by John. It is to be observed however that the Statute of Frauds is not pleaded or relied upon in the answer which it has in the late case been contended was necessary in order to have the benefit of it. But it is not deemed material to decide upon this point or upon the effect of the possession set up as the contract itself is considered not to be established. The counsel for the defendant has contended that on the case states if it was fully proved the court ought not to carry the contract (if it could be _____ one) into execution. On the point this Chancellor thinks it doubtful whether he would in such case be bound to decree a conveyance unless valuable improvements had been made on the faith of such contract.

It is thereupon this 31st day of March 1810, by William KILTY, Chancellor, and the authority of this court adjudged ordered and deemed that the bill of the complainants be dismissed, but (according to the usual course of the late Chancellor in such case) without costs. – W. KILTY, Chan.