

parcel of land lying in Montgomery county, being about four hundred and twenty acres; that some time after *John Henderson* executed and delivered to *James M. Lingan* a written paper, which is in these words: "Received of *James M. Lingan* a deed for four hundred and twenty acres of land lying in Montgomery county, which is to be accounted for by me, *John Henderson*—June 10th, 1807." Which paper, as the complainants are advised, is an acknowledgment that no purchase money was paid at the time for the land, and that it was an engagement to pay the purchase money for the same if there was a sale, or if not, to re-convey it. The bill further states, that the plaintiffs have reason to believe, that a sale was made, that the price to be paid for the land was about thirteen dollars thirty-three and a third cents per acre, without interest till the expiration of twelve months after the day of sale; but of this, or of the terms of the contract, if any, the plaintiffs have not been able to discover any positive proof; but that if there was no sale, there could be no consideration for the deed, and the bargainee held the same in trust and for the use of the bargainor and his heirs. That *James M. Lingan* and *John Henderson* lived several years after the deed was executed, and *Henderson* retained the possession and took the profits of the land; and the plaintiffs believe it will be in their power to prove, that *Henderson* acknowledged, several years after the execution of the deed, that he had not paid for the land; that he was not able to pay for it; and insisted, that *James M. Lingan* was, by the contract, to take it back in case he, *Henderson*, was unable to pay for it. The bill further states, that some years afterwards *John Henderson* departed this life intestate, without having paid any part of the purchase money for the land; that administration upon his estate had been granted to his widow, the defendant *Lydia*, who has since intermarried with the defendant *David*; that the administratrix has possessed herself of the personal assets of the estate, sufficient to pay all just debts against it; and that *John Henderson* left three infant children, the defendants *Richard Henderson*, *Sarah Henderson*, and *Janet Lingan Henderson*, who are his heirs at law. That *James M. Lingan* is dead intestate, leaving the plaintiff *Janet* his widow, to whom administration upon his estate had been granted, and three children, the plaintiffs *Sarah*, *George*, and *Anne*. And that the administratrix of *John Henderson* disputes the claim of the representatives of said *Lingan* against *Henderson's* personal estate; and, his children being infants, no adjustment can be had with them.