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Plas at the Court House of Putaski County, before the
Judge of the Circuit Superior Court of Law and Chancery for said
County on Friday the 21st day of April 1848.

Be it remembered that hereafter to wit, on the 28th day of
April 1848, came John & Hove by his Attorney and filed
out of the Clerk's office of the said Circuit Superior Court of Law
and Chancery a writ of Subpoena against Samuel Gage,
James Gage and Lynch S. Sumner, which writ with the return
sent thereon made, is in the words and figures following:
"The Commonwealth of Virginia, To the Sheriff of Putaski County
by Writings: You are hereby commanded to summon Sam-
uel Gage, James Gage and Lynch S. Sumner to appear at the
Clerk's Office of the Circuit Superior Court of Law and Chancery
holding for Putaski County at the Court House on the first day
of June next, to answer a bill in Chancery exhibited
against them by John & Hove, and unless they shall answer
the said bill within four months thereafter, the Court will
take the same for confessed, and decree accordingly. And
they shall on no wise omit, under the penalty of \$100, and
have then there this writ. Witness My hand, W. Charleston Clerk
of our said Court at Putaski Court House the 26th day of April
1848, in the 60th year of the Commonwealth

Wm. Charleston Clk.

Return: Executed on the defendants, and delivered them of the
copy.

Joseph S. Graham At for Nathaniel Eugene & Co.

And at another day to wit, At Rules held in the Clerk's Office of
the said Circuit Superior Court of Law and Chancery on the
day of October 1848, came the plaintiff by his Attorney and
filed his bill against the defendants, which bill is in these words:
"To the Honorable James & Brown Judge of the Circuit Superior Court
of Law and Chancery for Putaski County. The Bill of Complaint of
your Orator John & Hove, would most respectfully represent to your
Honor, that at a sale of delinquent lands, made on the 3rd day
of March 1841, by Lynch S. Sumner Commissioner of delinquent
and forfeited lands for the County of Putaski, a tract of three thou-
sand acres, lying on the waters of said creek in the said County,
adjoining the lands of your Complainant, James Gage and others
returned delinquent on the name of Samuel McCreaw, and known
as McCreaw's survey No. 3, was put up for sale, one Joseph S. Graham
acting as agent for the said Commissioner, your Orator and one
Samuel H. Hove, being the principal, if not the only bidder therefor,
which they by reported had run up to the sum of \$1000 which
was, as your Orator thought, about the real value of the land,
at this stage of the sale your Orator registered the same, the said
Graham) to suspend the sale for a few moments, which he
did, when your Orator sought an entrance with the said Sam

Place at the Court House of Pulaski County, before the
Judge of the Circuit Superior Court of Law and Chancery for said
County, on Friday, the 21st day of April 1848

It is remembered, that heretofore to wit, on the 18th day of
April 1848, came John A. Howe by his attorney and filed
out of the Clerk's office of the said Circuit Superior Court of Law
and Chancery a writ of Subpoena against, Daniel Hoge,
James Hoge and Lynch A. Curran, which writ with the return
made thereon made, is in the words and figures following:
The Commonwealth of Virginia, To the Sheriff of Pulaski Coun-
ty Greeting: You are hereby commanded to summon Dan-
iel Hoge, James Hoge and Lynch A. Curran, to appear at the
Clerk's Office of the Circuit Superior Court of Law and Chancery
holden for Pulaski County at the Court House on the first day
in June next, to answer a bill in Chancery exhibited
against them by John A. Howe, and certify they shall answer
the said bill within four months thereafter, the Court will
take the same for confessed, and decree accordingly. And this
they shall on no wise omit, under the penalty of \$100. And
have then there this writ. Witness Myself William D. Charleston Clerk
of our said Court at Pulaski Court House, the 26th day of April
1848, in the 66th year of the Commonwealth

Wm D. Charleston Clk.

Return, executed on the defendants and delivered them Office
Copies

Geo. J. Hickham Atty for Ransoph Foyale & Co.
Dua at another day to wit, At Rules held in the Clerk's office of
the said Circuit Superior Court of Law and Chancery on the
day of October 1848, came the plaintiff by his attorney and
filed his bill against the defendants, which bill is in these words:
To the Honorable James B. Brown, Judge of the Circuit Superior Court
of Law and Chancery for Pulaski County. The Petitioner of
your Orator John A. Howe, would most respectfully represent to your
Honor, that at a sale of delinquent lands, made on the 3rd day
of March 1841, by Lynch A. Curran Commissioner of delinquency
and forfeited lands for the County of Pulaski, a tract of three thou-
sand acres, lying on the waters of Back Creek on the said County
adjoining the lands of your Complainant, James Hoge, and others
situated adjacent on the names of Daniel McCrease, and known
as McCrease survey No. 3, was put up for sale, one Joseph S. Hickham
acting as auctioneer for the said Commissioner, your Orator and one
Daniel Hoge, being the principal, & met the only bidder thereof
which they by repeated bids were up to the sum of \$100, which
was, as your Orator thought, about the real value of the land.
At this stage of the sale your Orator suggested the case, the said
Hickham, to suspend the sale for a few moments, which he
did, when your Orator sought an interview with the said Dan-

at St. Hops, and proposed to him that they should buy the land
in partnership, to which the said Samuel H. Hops assented
and, agreeing that your brother should have that portion of the
land as was being lying off from his farm to back of said survey
from the upper and lower corners of his (your brother's) land ad-
joining the said tract, and that the said Hops would take the
balance, Your brother understood that the said Samuel H. Hops
was purchasing for his father whose name has contingencies to
the said tract. It was further agreed between your brother and
the said Samuel H. Hops, after much discussion that the same
line between your brother and the said Hops, should start from
the points designated to set the upper and lower corners of your
brother's farm and run at right angles with the line of the said
said line survey, which runs about parallel with the Dutch
mountains, and which said line of the leg survey runs to 62° E
then poles to their intersection with the opposite line of the said sur-
vey, and that your brother and the said Hops should each pay
of the purchase money and expenses, in the proportion the quantity
of land that fell to the share of each, viz. to the whole survey.
It is difficult here again, as to where the land should be bound
off to by the line, after some discussion between your
brother and the said Hops, it was agreed that it should be bound
off to your brother and the said Samuel H. Hops jointly, and
that they should be regarded as joint purchasers thereof, which
was more known to the case in evidence, who bound it off
accordingly, and which was immediately more known
to the said Joseph A. Green owner in person as aforesaid
who at the time made a memorandum thereof. The ques-
tion then arose in what manner they were to pay the pur-
chase money. It was then agreed between your brother and
the said Samuel H. Hops, (the said Commissioner's agent), that
the matter as between them and the Commissioner should re-
main open until the next term of the Court of Putnam (viz.
by, by which term they were to divide the land, and ascertain
the quantity each would get and the amount each was to pay,
and by which time they agreed to pay all the purchase money and
have the portion of each conveyed to him by the Commissioner.
They then found upon the time when the said Hops should at-
tend, and they were to divide the land, which the said Hops
failed to do. At the April term of the year 1841 (the time for
it upon) your brother attended and offered to comply with the
terms of the purchase, by paying his proportion of the purchase
money, in any manner, whereby which the Commissioner might
approve, which the said Commissioner refused to accept, sta-
ting that the said Samuel H. Hops, claimed the whole tract
of land, upon the ground that he was the highest bidder

the said Hops insisting upon his right as being the highest
bidder, and the Commissioner deciding that he was, took of
him as your brother is informed, that part of the purchase money,
which the said Hops was to be paid in hand, and he took out
security for the balance. Your brother being unwilling to give up
his interest in the purchase insisted upon a compromise, which
brought about a compromise of the matter. On the 11th day of
the same month (April 1841) your brother the said Samuel H. Hops,
and his father Samuel Hops and for whom as before stated, your
brother believed the said Samuel was acting, entered into an
article of agreement signed and sealed by your brother,
the said Samuel H. Hops and Samuel Hops and lodged with one
Judge Anderson for safe keeping. By the said article it was agreed
by and between the said parties, that the said Samuel H. Hops
was to convey to your brother that portion of the said survey,
which was opposite to the main body of the land of the com-
plaintant, and to Samuel Hops that part of the said survey
that lay opposite the main body of the said Samuel Hops's old
Patent land. The said Samuel H. Hops, conveying such title only
as is vested in him by the conveyance from the said Commissioner
seems. Your brother and the said Samuel Hops agreed by the said
article that they would pay, the purchase money, expenses
of sale, amount to each agrees, to pay thereof an amount
equal, in proportion to the quantity and quality of the land
he got and they not being able to agree upon the division
of the land a long, and the amount to be paid by each, fixed upon
certain individuals to wit John McTaylor, Samuel H. Kent and
severance of them as arbitrators to settle that question between them.
It is true that by the terms of the agreement your brother did not
get the advantage he was entitled to under the first, but seems then
have finished difficulty agreed to, the contract was more fully
appeared by reference to a copy of the said article (the original not
being in the possession of your brother) herewith filed (marked A),
and is prayed to be regarded as part of the bill. Some time after
after to wit about the 1st day of August 1841, the said Taylor,
Kent and Sefford met upon the said land, and fixed upon the
amount each should pay but not knowing the precise quantity
of land assigned to the share of each, they could not then fix
upon the value of each share, and the amount that each
was to pay all which will more fully appear by reference to
the report of the said arbitrators made on the 1st day of August
1841, which is herewith filed (marked B), and is prayed to be ta-
ken as part of this bill. With the said decision your brother was
satisfied and willing to comply, but the said Samuel H. Hops
and Samuel Hops refused themselves disappointed throughout
and insisted upon insisting to comply therewith, and

presented any further proceedings by the said arbitrator, and have
ever since allegtho refused to comply with the stipulations of
the said contract as they were bound to do. Your orator being
at all times ready and willing to comply with his part thereof
frequently expressed his willingness and readiness to pay his
portion of the purchase money, as per the special agreement of the
said land, since that time your orator has been informed that
the said Samuel H. Hoge and James Hoge have advised that
the sale of the said land was informal and illegal and that
they intend to refuse to pay the purchase money, whether, and
would make an attempt to have the same set aside, upon
which information your orator through Joseph H. Hoge, the
commissioner as aforesaid offered to the said Samuel H. Hoge and
James Hoge, that he would pay all the purchase money, unpaid
and refused to them the money already paid by them, pro-
vided they would authorize the said Joseph H. Hoge (the
commissioner) to convey the land to him, which they re-
fused to do, and which your orator is well willing to do. Your
orator has been informed that the said Samuel H. Hoge and James
Hoge allege that the said tract of land was never set aside
and forfeited for non-payment of taxes, but that it prop-
erty belongs to the heirs and representatives of one Roland
and that the said James Hoge has used to wit on the 3rd
day of March in the year 1842 purchased of one William H.
Rice and (Catherine his wife) who are represented as being
the heirs of one Roland, the said tract of land at a very re-
duced price, not exceeding one hundred and fifty dollars, and
promised the said Rice and wife to convey the said land to
him (the said James Hoge's) two sons, Joseph H. and William
C. Hoge, a copy of the deed from the said Rice and wife to Jo-
seph H. and William C. Hoge is herewith filed marked C.
Your orator would here state that he has been informed that
it was from information furnished by the said, Samuel
H. Hoge, that the said James Hoge assigned the claim of
the said Rice and wife, and at his suggestion that the pur-
chase aforesaid was made from them. And your orator from
the course pursued by the said Samuel H. Hoge and James Hoge
since the commencement of this matter, charges them
with combination and unfair dealing towards him, for
the purpose of securing and obtaining same, Your orator
being without remedy at law, and only interested in this
Honorable Court of equity to which he prays that the said
Samuel H. Hoge, James Hoge, Joseph H. Hoge, William C. Hoge
and Joseph H. Hoge (commissioner of delinquent and
forfeited lands as aforesaid,) be made parties defendant
to this bill, and be compelled on oath to do and perfect

acquiesce to make to all and singular the allegations of the
same, that your Honor will direct the said lands to be conveyed
according to the division made by Messrs. Taylor, Kent and Safford,
and that the said Joseph H. Hoge (commissioner as aforesaid),
be compelled to convey to your orator, the part to which he is
entitled by the division aforesaid, or that he convey the whole
to the said Samuel H. Hoge, and that be the said Samuel H. Hoge
be directed to convey to your orator his portion thereof, your
orator being at all times ready and willing to pay his por-
tion of the purchase money, &c. And your orator further prays
that if the title required by the purchase aforesaid, from the
said Rice and wife, goes to perfect the title under the purchase
from the said commission, that your orator may be per-
mitted to participate in the benefit thereof so far as concerns that
part of the land to which he is entitled under his purchase
and contract with the said Samuel H. Hoge and James Hoge, in
every respect as fully as the said Hoge, and that if the sale
by the said commission be set aside, which your orator is ad-
vised cannot be done, the said Joseph H. and William C. Hoge, be re-
quired to convey to your orator the full title they hold under the deed
from the said Rice and wife to that portion of the said land to which
your orator is entitled, and that your Honor direct to your orator
such other and further relief as he may be entitled to in equity,
and his costs by him expended in and about the prosecution of
this suit, that the commission with respect may open against
the said defendants and your orator as in duty bound will ever
pray. The foregoing is a copy of the agreement referred to in the fore-
going bill &c. &c. Whereas on the 5th day of March last Samuel H.
Hoge bought at public sale a tract of land containing three thousand
acres surveyed and patented in the name of Samuel M. Rice
and known as M^{rs} Rice's survey No 1 sold as delinquent land of
Joseph H. Hoge, a commissioner appointed by court for that
purpose, And whereas the said Samuel H. Hoge did, on the 5th
day of March, agree to convey to John D. Howe, by and conveying
such title only as will be vested in him, that part of the said
tract of land lying opposite the main body of the land of the said
John D. Howe, and did likewise agree to assign to himself for his
father James Hoge, that part of the said land lying opposite the
main body of the old patent land of the said James Hoge, remain-
ing the lands of the said Howe and James Hoge on the waters of
Dark Creek, to be sold to said James Hoge by the said Samuel
H. Hoge conveying to said James Hoge, for the part opposite his
land, such title only as will be vested in him, the said Samuel
H. Hoge. The said John D. Howe and James Hoge are to pay the
purchase money & all the expenses attending the purchase
and division of the said tract or parcel of land - the quantity and

quantity of the land to be considered an determining the respective portions to be paid by the said John D. Howe and James Hoge for their respective parts of said land, And was much as there is difference of opinion as to where and how the division lines shall be run, the parties herein named have mutually agreed that John Mc Taylor, James R. Kent and Harmon Sifford men of promise and determine how the said tract or parcel of land shall be divided, so as to be just between the said John D. Howe and James Hoge, And the said commissioners having agreed upon, shall also determine the proportion of the purchase money and the expense of the purchase & division that shall be paid by the said John D. Howe and James Hoge for their respective portions of the said tract or parcel of land. Witness our hands and seals this 16th day of April 1841
Test

Samuel H. Hoge
John D. Howe
Jas. Hoge

The following is a copy of the answer of Samuel H. Hoge, and Sifford referred to in the foregoing Bill (exhibit B) to wit

The undersigned being shown by John D. Howe and James Hoge to devise a tract of land containing three thousand acres the survey for which was made for Samuel McCreaw and sold at the last March Pulaski Court for purposes of taxes according to an article of agreement entered into on the 16th day of April 1841 by the said John D. Howe, James Hoge and Samuel Hoge, the undersigned have copied a survey of the land, of the said John D. Howe as made by the surveyor of Pulaski, and have annexed - the same of opinion that the line commencing at A and terminating on the line of said survey at C shall be the line between the said John D. Howe and James Hoge on the South West side - and the line commencing at B and terminating at D on the line of the said tract of three thousand acres shall be the line on the North East side - the last mentioned line to run parallel with the first - and the land included in the said line is as follows to the said John D. Howe, being the land lying opposite to the main body of the patent lands of the said John D. Howe, the balance of the said tract of three thousand acres we assign to the said James Hoge, being the land lying opposite to the main body of the patent lands of the said James Hoge - And the lines are run as above annexed, the undersigned are unable to proportion the sum each shall pay of the purchase money of said tract of three thousand acres. Hence under our hands this 16th day of August 1841

John Mc Taylor
James R. Kent
Frederic Ziff

And at another day to wit, at rules held in the Clerk's Office of the Circuit Superior Court of Law and Chancery for Pulaski on the day of October in the year 1842 came the plaintiff by his attorney and said said a true writ of subpoena, which writ with the return thereon made is in the words and figures following to wit: The Commonwealth of Virginia to the Sheriff of Pulaski County Greeting. You are hereby commanded to summon Samuel H. Hoge, James Hoge, Lynch A. Curran, commissioners of forfeited and distinguished lands and William C. Hoge and Joseph H. Hoge to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery, holden for Pulaski County at the Court House on the first Monday in November next to answer a bill in Chancery exhibited against John D. Howe and unless they shall answer the said bill within four months thereafter, the Court will take the same for confessed, and decree accordingly. And this they shall in no wise omit on an stipend of \$100. And have then chose this writ, Witness William C. Hoge Clerk of our said Court, at Pulaski Court House, the 17th day of October, 1842. in the 1st year of the Commonwealth

Harmon Sifford

And at another day to wit, at a Circuit Superior Court of Law and Chancery summoned and held for the County of Pulaski at the Court House on Tuesday the 30th day of May 1843.

The motion of defendants Samuel H. Hoge, James Hoge, and Joseph H. Hoge and William C. Hoge leave is given them to file their answer in the above case which they accordingly filed.

The following is a copy of the answer of Samuel H. Hoge to the said James C. Brown judge of the Circuit Superior Court of Law and Chancery for Pulaski County.

The separate answer of Samuel H. Hoge to a bill of complaint exhibited in this Honorable Court against him and others by John D. Howe, this respondent, after the usual reservations to the complainant's bill, for answer to so much thereof as he is aware it is material for him to answer, said that it is true the tract of land in the complainant's bill mentioned was sold at the time and place mentioned by the complainant in his said bill, by one Lynch A. Curran, who then & there represented himself as the commissioner of forfeited & distinguished lands for the County of Pulaski, and who also represented that the said land, then & there offered for sale at public auction was being sold as forfeited and distinguished land, and which he represented had been returned distinguished on the name of one Samuel McCreaw. At the said sale, the complainant and this respondent were the bidders, and after the land had been let up to the price mentioned by the complainant

of the land to be considered in determining the value
to be paid by the said John & Howe and James
Hoge for their respective parts of said land, And was made
there is difference of opinion as to what are the
said lines shall be run, the parties herein named have
actually agreed that John Mc Taylor, James R. Kent
and James H. Hoge run the premises and determine how the
said tract or parcel of land shall be divided, so as to do justice be-
tween the said John & Howe and James Hoge, And the said com-
missioners having agreed upon, shall also determine the pro-
portion of the purchase money and the expenses of the purchase &
division that shall be paid by the said John & Howe and James
Hoge for their respective portions of the said tract or parcel
of land, Attest our hands and seals this 18th day of April 1841

Ernest B. Hoge
John & Howe
Jas Hoge

following is a copy of the award of commissioners Taylor, Kent
& Hoge referred to in the foregoing Bill (exhibit B) to wit
The undersigned being chosen by John & Howe and James Hoge
divers a tract of land containing three thousand acres the
very for which was made for Samuel McLean and sold at
last March Pulaski Court for advantages of taxes, according
to article of agreement entered into on the 18th day of April
by the said John & Howe, James Hoge and Daniel Hoge, the
undersigned have caused a survey of the lands of the said
John & Howe as made by the surveyor of Pulaski and have
returned - We are of opinion that the line commencing at A
& terminating on the line of said survey at C shall be the
line between the said John & Howe and James Hoge on the South
side - and the line commencing at B and terminating at
D on the line of the said tract of three thousand acres shall be the
line on the North East side - the last mentioned line to run par-
allel with the first - and the land included in the said lines we
give to the said John & Howe, being the land lying opposite to the
main body of the patent land of the said John & Howe, the balance
of said tract of three thousand acres we assign to the said
James Hoge, being the land lying opposite to the main body of the
said land of the said James Hoge & that the lines are run as
are attached, the undersigned are unable to proportion the sum
of the purchase money of said tract of three thousand
acres under our hands this 18th day of August 1841

John M. C. Taylor
James R. Kent
Frederic Zepf

And at another day to wit at rules held in the Clerk's Office
of the Circuit Superior Court of Law and Chancery for Pulaski on
the day of October in the year 1842 came the plaintiffs be-
fore us and said and a true bill of subpoena, which with
with the return thereon made in the words and figures fol-
lowing to wit: The foreman of the grand jury to the Sheriff of
Pulaski County - Kentucky. You are hereby commanded to
summon Samuel B. Hoge, James Hoge, Lynch J. Hoge in
commissioners of forfeited and delinquent lands and William
B. Hoge and Joseph B. Hoge to appear at the Clerk's Office of the
Circuit Superior Court of Law and Chancery, holden for Pulaski
County at the Court House on the first Monday in November
next to answer a bill in Chancery exhibited against John &
Howe and unless they shall answer the said bill within four
months thereafter, the Court will take the same for confessed, and
decree accordingly. And this they shall in no wise omit un-
der penalty of \$100. And have then done this with, Witness
William B. Hoge Clerk of said Court at Pulaski Court
House, the 12th day of October 1842, in the 8th year of the Court
incorporated
H. B. Hoge Clerk

And at another day to wit, at a Circuit Superior Court of
Law and Chancery summoned and held for the County of Pulaski
at the Court House on Tuesday the 30th day of May 1843

On motion of defendants named J. Hoge, James Hoge, and
Joseph B. Hoge and William B. Hoge leave is given them to
file their answer in the above case which they accordingly
filed.

The following is a copy of the answer of Samuel B. Hoge
to the Hon James B. Hoge judge of the Circuit Superior Court of
Law and Chancery for Pulaski County

The separate answer of Samuel B. Hoge
to a bill of complaint exhibited on this Honorable Court against
him and others by John & Howe, this respondent, after the usual
exceptions to the complaint, etc. etc, for answer to as much there-
of as he is answer to it is material for him to answer, said that
it is true the tract of land in the complainant's bill mentioned
was sold at the time and place mentioned by the complainant
in his said bill, by one Lynch J. Hoge, who then & there rep-
resented himself as the commissioner of forfeited & delinquent
lands for the County of Pulaski, and who also represented that
the said land, then & there offered for sale at public auction
was being sold as forfeited and delinquent land, and which
he represented had been returned delinquent on the name of
one Samuel McLean At the said sale, the complainant
and this respondent were the buyers, and after the land
had been run up to the price mentioned by the complainant

a proposition to compromise was made & agreed to, and a verbal contract was accordingly entered into between the complainant and the respondent. Subsequently a difference of opinion having arisen as to the precise character of the said agreement, the complainant & the respondent met and after some conversation in relative trusts, they finally agreed as to what the said contract was and reduced the same to writing with the further agreement that as they could not agree as to the mode of division by which to carry their contract into effect & as justice, they would leave it to the individuals named in the said agreement as commissioners to divide the same. The agreement was then signed & sealed by the parties and also by the respondent James Hoge, but the complainant at first protested against the agreement James Hoge signing, alleging that it was a contract between him, the complainant & the respondent, to which the defendant James Hoge was not a party. The complainant however finally yielded upon the suggestion has any been again that the defendant James Hoge is as to receive from this respondent that portion of the said land that appertains to the said defendant James Hoge, and that it was proper the said defendant James Hoge should sign it. The said agreement having been thus executed was left with one Isaac Sisson, and is believed to be the same referred to by the complainant, a copy of which he has filed as his exhibit (A). Not long after this agreement has been reduced to writing, the commissioners referred to in the same, the complainant, the defendant James Hoge, and the respondent went upon the said land to view the same, but the said commissioners refused to appear, on that day about the division of the said land so far as the respondent heard or believed, what the said commissioners did afterwards this respondent knows not, as he was never present afterwards at any other of their meetings and never had any notice or knowledge of any other meeting by them until he heard of their report, a copy of which the complainant has filed with this bill as exhibit (B). This respondent would further state that up to the time of the sale of the said land by the said David H. Hoge, and at that time, he had no authority from the defendant James Hoge to buy the said land, but he did expect he would receive it, as it appertained his lands on Back Creek. This respondent has since been informed that the said land has ~~never~~ never been returned as delinquent, and indeed that it has never been patented in any name conveyed to Samuel M. Lewis, in whose name it had been sold by the said Lewis, but that it had been patented to one Jacobiah Nelson. This respon-

dent is advised that the sale of the said land by the said Lewis was entirely null & void and that no title resulted to the respondent by the said sale and purchase under it. This respondent has since been informed that the said land has since been purchased of the respondent him or of the said Jacobiah Nelson by Joseph H. Hoge & William L. Hoge, in which said purchase this respondent has no participation or interest. The sale of the said land by the said Lewis being void and of no effect, as this respondent has been advised and believed. This respondent considers that he has no interest of any kind legal or equitable in the said land, and having fully answered he prays to be discharged with his costs & go to Philadelphia County Court.

This day David H. Hoge personally appeared before the undersigned a justice of the peace in and for the County of Howard and did solemnly swear that the facts stated in the foregoing answer so far as stated upon his own knowledge are true, and so far as stated upon the information of others he believes them to be true. Given under my hand & the Seal of my office May 1843. J. M. McPherson JP

The following is a copy of the answer of the defendant James Hoge to the Hon. James McPherson Judge of the Superior Court of Law and Chancery for Philadelphia County.

The separate answer of James Hoge to a bill of complaint exhibited against him and others in this honorable Court by John D. Howe. This respondent after the usual exceptions to the bill, for reasons therein set out as much thereof as he is advised is material for him to answer, he answers and saith that of his own knowledge he knows nothing of the sale and purchase of the delinquent lands on the bill mentioned he not being at home at the time, having been absent and out of the County previously to the sale, for several weeks and not having returned until the date was made, neither did he know that such a sale was contemplated, until after the sale was made. He further states that the purchase made by David H. Hoge was not authorized by him. After this respondent returned home he met with David H. Hoge, he thinks about the 1st of April 1841, the said David H. Hoge informed this respondent that he had agreed to let the complainant have that portion of the three thousand acre tract of land mentioned in the bill, which had been sold as forfeited and delinquent land on the name of Samuel M. Lewis, and what lay opposite the main body of the complainant's land, and that he intended that portion of the three thousand acre tract which lay opposite the main body of this respondent's land for him. Some days after this conversation, this respondent thinks about the 15th of

a proposition to compromise said man & agree to, and a verbal contract was accordingly entered into between the complainant and this respondent, subsequently a difference of opinion having arisen as to the precise character of the said agreement, the complainant & this respondent met and after some conversation in relative friends, they finally agreed as to what the said contract was and reduced the same to writing with the further agreement that as they could not agree as to the mode of execution by which to carry their contract into effect & do justice, they would leave it to the individuals named in the said agreement as commissioners to advise the same. The agreement was then signed & sealed by the parties and also by the defendant James Hoge, but the complainant at first protested against the defendant James Hoge signing, alleging that it was a contract between him, the complainant & this respondent, to which the defendant James Hoge was not a party. The complainant however finally yielded upon the suggestion has since been made that the defendant James Hoge was to receive from this respondent that portion of the said land that adjoined the land of the said defendant James Hoge, and that it was proper the said defendant James Hoge should sign it. The said agreement having been thus executed was left with one Isaac Anderson, and is believed to be the same referred to by the complainant, a copy of which he has filed as his exhibit (A) - Not long after this agreement has been reduced to writing, the commissioners referred to on the same, the complainant, the defendant James Hoge, and this respondent went upon the said land to view the same, but the said commissioners expressed no opinion, on that day about the division of the said land so far as this respondent heard or believed. What the said commissioners did afterwards this respondent knows not as he was never present afterwards or any other of this meeting and never had any notice or knowledge of any other meeting by them until he heard of their report, a copy of which the complainant has filed with his bill as exhibit (B). This report would further state that up to the time of the sale of the said land by the said Henry A. Curran, and at that time, he had no authority from the defendant James Hoge to buy the said land, but he did expect he would acquire it, as it was owned by him on Park Creek. This respondent has since been informed that the said land has since never been returned as delinquent, and understands that it has never been patented or in any way conveyed to Samuel McLean, in whose name it had been sold by the said Curran, but that it had been patented to one Jeremiah Nelson. This respon-

dent is advised that the sale of the said land by the said
Garrison was entirely null & void and that no title resulted
to either respondent by the said sale and purchase made at
New respondent has since been informed that the said land
has since been purchased of the reputed heirs of the said
patriarch Kolansky by Joseph M. Kozz & Co. Main & Kozz, in
which said purchase this respondent had no participation
or interest. The sale of the said land by the said Garrison being
said out of office & as this respondent has been advised
and believe this respondent considers that he has no interest
of any kind legal or equitable in the said land, And having
fully ascertained he prays to be discharged with his costs &c &c
"Edw. J. Conroy Clerk."

This day Daniel H. Hoge personally appeared before the undersigned a justice of the peace in and for the county aforesaid, and did soath that the facts stated in the foregoing answer so far as stated upon his own knowledge are true, and so far as stated upon the information of others he believes them to be true. Given under my hand & the seal of my office this 30th day of May 1843

D. H. Garrison JP

The following is a copy of the return of the undersigned James Hoge.
To the Hon James L. Brown Judge of the Superior Court of
Law and Chancery for Oklahoma County

The separate answer of James Hoge to a bill of complaint exhibited against him and others in this honorable Court by John D. Howe. This respondent after the usual exceptions to the bill, for answer thinks it to so much thereof as he is required is material for him to answer, he answers with and with that of his own knowledge he knows nothing of the sale and purchase of the delinquent land in the bill mentioned he not being at home at the time, having been absent and out of the country previously to the sale for several weeks and not having returned until the sale was made, neither did he know that such a sale was contemplated, until after the sale was made. He further states that the purchase made by Daniel M. Hoge was not authorized by him. After this respondent returned home he met with Daniel M. Hoge, he thinks about the 1st of April 1861, the said Daniel M. Hoge informed this respondent that he had agreed to let the complainant have that portion of the three thousand acres tract of land mentioned in the bill which had been sold as forfeited and delinquent land in the name of Samuel M. Brown, and which lay opposite the main body of the complainant's land, and that he intended that portion of the three thousand acres tract which lay opposite the main body of this respondent's land for him. Some days after this conversation, the respondent thinks about the 18th of

April 1841, the complainant, Daniel H. Hoge and others, being at the house of the respondent, the said Daniel H. Hoge and the complainant announced and drew up a memorandum in writing purporting to be an agreement about the land purchased by Daniel H. Hoge, Daniel H. Hoge seemed to be writing and the complainant dictating what the contract was on the day of sale or rather dictating what should be written then as their contract, and the said written memorandum went on to say among other things "inasmuch as there is a difference of opinion as to where and how the survey line shall be run, the said parties have agreed to have mutually agreed that John McTaylor, James R. Kent and Samuel Sifford and the persons and persons who the said tract or parcel of land shall be divided so as to be just between the said John H. Hoge (the complainant) and Daniel H. Hoge (the respondent). And the said former parties have agreed upon shall also determine the proportions of the purchase money and the portions of the purchase and division that shall be paid by the said John H. Hoge and the said Daniel H. Hoge for their respective portions of the said tract or parcel of land." The said memorandum was signed and sealed by the said Daniel H. Hoge and the complainant. The said complainant at first objected to this respondent's signing it, on the ground that it was an agreement in writing between him (the complainant) and the said Daniel H. Hoge which was true and was not decided by either of the parties as far as this respondent heard. But this respondent agreed with Daniel H. Hoge to take that portion of the said tract of land lying opposite the main body of the respondent's land as specified in said memorandum and pay as therein specified. It was therefore thought advisable that he should sign it, which he accordingly did, which is the same agreement the copy of which is filed with the bill (marked A). This respondent would further state that it is represented in the complainant's bill that some time after the execution of the memorandum aforesaid, about the 5th day of August 1841 the said Taylor, Kent and Sifford met with the said land and first upon the answer line thereof but not knowing the precise quantity of land assigned to the share of each, they could not then fix the value of each share and the amount each was to pay and say "all of which was never fully appear by reference to the report of the arbitrator made on the 5th day of August 1841, which is exhibited on the bill marked (B) and prayed to be taken as part of it. The bill further says that the complainant was satisfied with this answer, but that the said Daniel H. Hoge and the

respondent expressed themselves dissatisfied with and refused their unwillingness to comply with the same and prevented any further proceedings by the arbitrator. This respondent believes that it is not true that the said Taylor, Kent and Sifford met on the said land on or about the 5th day of August 1841, at the time of making the report aforesaid. But as your respondent has been informed with at the house of James R. Kent in the vicinity of Montgomery, which meeting was entirely unknown to your respondent until after the meeting and making the report, and he also believes that it was unknown to the said Daniel H. Hoge, This respondent does not consider that the said Taylor, Kent & Sifford were arbitrators but commissioners for the purpose specified in the said agreement but even if they are to be considered as arbitrators their acts are utterly void for want of notice as aforesaid and because they did not pursue the power conferred upon them and did not lay off and divide the land according to the stipulations of said memorandum. This respondent would further represent that on or about the 20th of April 1841 the said commissioners met and were on a part of the said tract of land in the bill mentioned. When this respondent understood it as admitted by all of them that they could not correctly do what they were appointed to do without a connected plat of the Town of Howard and survey of said together with some of the said complainant and the land of the respondent. This respondent understands that it was agreed and understood that James R. Kent who was a surveyor would make a connected plat before they would attempt to do any thing further. And in pursuance of the said understanding the said James R. Kent got in the presence of the other commissioners such title papers from the respondent and such title papers and circumstances from the complainant as were thought necessary to make the said Kent to make out a connected plat of said land. This respondent was left clearly to understand that they would do nothing more until such connected plat was made so as to enable them to do it correctly. Some time thereafter this respondent met with one of the commissioners and in a conversation with him on this subject he informed this respondent, that he understood that James R. Kent was engaged in making out a connected plat, but that he had not completed it, that he supposed as soon as the plat was completed they would go on and do the business. Some time afterwards this respondent thinks in the month of August 1841, he was informed that the commissioners had a meeting and made a report on fact, which was placed in the hands of the complainant. This respondent was not furnished with the report or a copy of it.

April 1841, the complainant, Daniel H. Hoge and others being
at the house of this respondent, the said Daniel H. Hoge and
the complainant discussed and drew up a memorandum
in writing purporting to be an agreement about the
land purchased by Daniel H. Hoge. Daniel H. Hoge seemed to
be writing and the complainant dictating what the contract
was on the day of sale or rather dictating what should be
inserted therein as their contract, and the said written memo-
randum went on to say among other things "inasmuch as
there is a difference of opinion as to where and how the di-
vision line shall be run, the said parties herein named
have mutually agreed that John W. B. Taylor, James R. Kent
and Samuel S. Safford men of the premises and disinterested how
the said tract or parcel of land shall be divided so as to do jus-
tice between the said John H. Hoge (the complainant) and James
Hoge (the respondent). And the said commissioners hence a
good report shall also determine the proportions of the land
share among and the expenses of the purchase and division
that shall be paid by the said John H. Hoge and the said
James Hoge for their respective portions of the said tract or
parcel of land." The said memorandum was signed and
dated by the said Daniel H. Hoge and the complainant. The
said complainant at first objected to this respondent's
signing it, on the ground that it was an agreement en-
tirely between him (the complainant) and the said Daniel
H. Hoge which was true and was not dictated by either of the
parties so far as this respondent heard. But this respon-
dent agreed with Daniel H. Hoge to take that portion of the
said tract of land lying opposite the chain ferry of this re-
spondent's land as specified in said memorandum and
pay as therein specified. It was therefore thought advis-
able that he should sign it, which he accordingly did, that
is the same agreement. The copy of which is filed with the
bill (marked A). This respondent would further state that it
is represented in the complainant's bill that some time after
the execution of the memorandum aforesaid, about the 5th day
of August 1841 the said Taylor, Kent and Safford met upon
the said land and fixed upon the division line thereof, but
not knowing the precise quantity of land assigned to the
share of each, they could not then fix the value of each share
and the amount each was to pay and say "all of which will
more fully appear by reference to the report of the arbitrators
made on the 5th day of August 1841, which is exhibited on the
bill marked (B) and prayed to be taken as part of it. The bill
further says that the complainant was satisfied with
this division, but that the said Daniel H. Hoge and the

respondent expressed themselves dissatisfied therein and
declared their unwillingness to comply with the same and
presented any further proceedings by the arbitrators. This
respondent believes that it is not true that the said Taylor,
Kent and Safford met on the said land on or about the 5th
of August 1841, at the time of making the report referred to,
but as your respondent has been informed, met at the
house of James R. Kent in the county of Montgomery, when
sailing was entirely unknown to your respondent until after
the meeting and making the report, and he also believes, that
it was unknown to the said Daniel H. Hoge. This respondent
does not consider that the said Taylor, Kent & Safford were ar-
bitrators but commissioners for the purpose specified in the said
agreement but even if they are to be considered as arbitrators
their acts are utterly void for want of notice as aforesaid and
because they did not procure the power conferred upon them
and did not lay off and divide the land according to the stip-
ulations of said memorandum. This respondent would
further represent that on or about the 20th of April 1841 the said
commissioners met and were in a part of the land tract of land
in the bill mentioned. When this respondent understood it as
admitted by all of them that they could not correctly do what
they were appointed to do without a connected plat of the land.
Thoward and survey aforesaid together with laws of the said
complainant and the laws of this respondent. This respondent
understood that it was agreed and understood that James R.
Kent who was a surveyor would make a connected plat be-
fore they would attempt to do any thing further. And in pursu-
ance of the said understanding the said James R. Kent got in the
possession of the other commissioners such title papers from this
respondent and such title papers and memoranda from the
complainant as were thought necessary to make the said plat
to make out a connected plat of said land. This respondent
was left alone to understand that they would do nothing
more until such connected plat was made so as to enable
them to do it correctly. Some time thereafter this respondent
met with one of the commissioners and in a conversation with
him on this subject he informed this respondent, that he
understood that James R. Kent was engaged in making out
a connected plat, but that he had not completed it, that he
supposed as soon as the plat was completed they would go
on and do the business. Sometime afterwards this respondent
thought in the month of August 1841, he was informed that the
commissioners had a meeting and made a report or plat,
which was placed in the hands of the complainant. This re-
spondent was not furnished with the report or a copy of it.

by the commissioners, his being desirous of seeing it more
 as he wished to see it. The said complainant refused to do so
 but furnished what he stated to be a copy of said report
 the letter in which said refusal was conveyed is herewith filed
 marked (A.A) and prayed to be taken as part of this answer.
 This respondent supposes that the complainant's exhibit B is
 the original from which the copy was furnished. It will
 be seen by the report of the said commissioners that they set
 forth that they had caused a survey of the lands of the com-
 plainant as made by a surveyor of Pulaski County and
 therein addressed, in examining said copy it was apparent to
 this respondent that the said report did not give to him the true
 opposite the main body of his (the respondent's) answer
 to the agreement made with the said Samuel H. Hoge and ac-
 cording to the stipulations of the said memorandum entered on
 to by the said Samuel H. Hoge, the complainant and this respondent
 and which the said commissioners were by said memoran-
 dum bound to lay off and apportion to him (the respondent)
 This respondent was aware of the conclusion that some-
 thing wrong had been practiced to deceive said commis-
 sioners. Shortly afterwards it was ascertained that John Col-
 dace the surveyor of Pulaski County has never been on the land
 of the said complainant to make a survey of it. This respondent
 informed the commissioners of that fact they appeared
 astonished and some of them insisted it must be a mis-
 take saying that John Caldwell had signed it officially.
 This respondent was then requested by a part if not all the
 commissioners to have a connected plat of the (the respondent's)
 land and the said three thousand acre survey made saying
 it was worth for them to lay off and apportion said land
 without such a plat. It was then suggested to one of the com-
 missioners that there would be difficulty as the complainant
 had got possession of all the papers and he feared that they
 would not be given up. The said commissioner said that he
 would go the complainant and get them. This respondent then
 employed John Permitt, who now said land as well thought
 necessary and made a connected plat of them and the said
 three thousand acre tract, which said connected plat is here
 with filed marked (B.B) and prayed to be taken as part of
 this answer. This respondent furnished said commission-
 ers with the last mentioned plat. All the commissioners
 seemed to agree, if the said complainant would give them
 the papers which he had got possession of to enable them to
 as to go on and do the business correctly. But the said
 complainant refused to give up the papers, saying

that he intended to avail himself of any advantage he had got
 well knowing as he had been informed by the commissioners
 that they would see nothing unless he gave the papers, as to
 enable them to do correctly what they had been appointed to do
 according to the terms of their appointment. This respondent
 avers that he never refused to let the said commissioners to go
 and as what they were selected to do in the premises and that
 he was always ready and willing to do any thing in his power
 to enable them to do their duty correctly according to the terms
 of the memorandum, and that on all proper occasions he
 pressed them to do so and continued as to press them until
 they positively refused to do any thing more, except the said com-
 plainant would deliver to them the papers aforesaid, which
 he refused to do. Therefore under all the circumstances this re-
 spondent contends that the report made by the said commis-
 sioners and exhibited in the bill is altogether void and wrong
 as to every thing upon him. This respondent would here by leave to state
 that by his contract with the said Samuel H. Hoge he was to have
 that portion of the said three thousand acre tract, which was oppo-
 site to the main body of his land in Part B. tract, and he was
 to receive such title only as would be vested in the said Samuel
 H. Hoge by the deed to be made by the commissioners of delinquent
 lands pursuant to the act aforesaid. And as soon as he had
 agreed as to the legality of the sale and this respondent not being
 willing to pay his money for nothing, he thereupon examined to
 ascertain whether the land has ever been returned delinquent
 in the name of Samuel H. Hoge, but could not find that it has
 been so returned. He also examined in the register's office to
 see if the said land had ever been patented to the said Samuel
 H. Hoge - there he found it had not, but that it had been pat-
 ented in the name of Garrison H. Hoge a friend of John Stock-
 dill who was agent of Samuel H. Hoge, which will more
 fully appear by the copy of the patent which is herewith exhi-
 bited marked (C.C) and prayed to be taken as part of this answer.
 Upon an examination in the register's office it did not appear
 that the said three thousand acre tract had ever been returned
 delinquent either in the name of the said Samuel H. Hoge, John
 Stockdill or Garrison H. Hoge, which fully appears by the
 duplicate of the Auditor of Public accounts herewith exhibited
 marked (D.D) and prayed to be taken as part of this answer
 when this respondent came to the conclusion that the sale made
 on the fourth of March 1861 was a nullity and of no effect, and was
 aware that the title was in the hands of the said Garrison H.
 Hoge, afterwards he met on the day of March 1862 one
 Matthew H. Rice and Nathaniel his wife, the said Garrison
 being then at law of the said Garrison H. Hoge sold and

conveyed the said three thousand acres tract of land to Joseph H. Hoge and William L. Hoge patented to the said Catharine Kowlans as aforesaid, a copy of which and is exhibited in the plaintiff's bill. This respondent being in the city of Richmond at that time negotiated and made the purchase of the said Rice and crops for the said Joseph H. Hoge & William L. Hoge, no other person or person having any interest in the said purchase either express or implied either before or since the purchase so far as this respondent knows or believes. This respondent assumes all fraud and contribution chargeable on the bill and having fully answered prayer to be hence dismissed with his costs in this behalf expended.

Pulaski County to wit.

McComas & Boyd

This day James Hoge made oath before me a Justice of the Peace for the County aforesaid that the facts in the foregoing answer stated to depend upon his own knowledge are true, and those stated to depend upon the information of others he believes to be true. Given under my hand this 30th day of May 1843.

J. C. Courser J.P.

The following is a copy of the answer of Joseph H. Hoge & William L. Hoge to the Hon. James LeBevier Judge of the Circuit Superior Court of Law and Chancery for Pulaski County.

The separate answers of Joseph H. Hoge and William L. Hoge to a bill of complaint exhibited against them and others in this Hon. Court by John A. Hovey. These respondents after due and careful exceptions to the bill, for answer thereto, or to so much thereof as they are advised it is material for them to answer, answer and say, that it is true that Matthew H. Rice and Catharine his wife do convey to them by deed of bargain and sale bearing date on the 31st of March 1842 as heirs of Catharine Kowlans deceased the three thousand acres tract of land in the bill mentioned. These respondents say that the contract for the sale was negotiated and the purchase made by James Hoge, their father, but they deny that there was any instantaneously secret or reference, between the said James Hoge and themselves, to the said Samuel H. Hoge and themselves, that the said James Hoge or the said Samuel H. Hoge was to have any part of the said land, or to be in any manner interested in it. These respondents claim the entire right to said land both in law and equity. These respondents also contend that the said land has never been patented to the said Samuel M. Brown, neither has the said Samuel M. Brown

any title to the said land since the date of the said patent, but that the said three thousand acres tract was assigned by the said Samuel M. Brown to John H. Hovey and by him to John A. Hovey to whom the same was patented, and that the legal title to the said land remained in the said Catharine Kowlans until his death, and descended to his heirs at law, who were the said Catharine Rice and a son whose name is not recited, who died without issue leaving the said Catharine his heir at law. They also contend that the right of the said Catharine to the said tract of land could not be and was not defeated by the sale and purchase by the said Samuel H. Hoge as is mentioned in the Bill. These respondents deny all fraud and contribution with their co-defendants or others, for the purpose of defrauding the complainant. These respondents having fully answered prayer to be hence dismissed with their costs in this behalf expended.

McComas & Boyd

Pulaski County to wit.

This day Joseph H. Hoge personally appeared before me a Justice of the Peace for the County aforesaid and made oath that the facts in the foregoing answer stated to depend upon his own knowledge are true, and those stated to depend on the information of others he believes to be true, and he also believes that the facts stated to depend on the information of others to Hoge are true. Given under my hand this 30th day of May 1843.

J. C. Courser J.P.

Pulaski County to wit.

This day William L. Hoge personally appeared before me a Justice of the Peace for the County aforesaid and made oath that the facts in the foregoing answer stated to depend on his own knowledge are true, and those stated to depend on the information of others he believes to be true. Given under my hand this 30th day of May 1843.

Samuel Shields J.P.

And at another day to wit at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House on Friday the 22nd day of September 1843.

John A. Hovey

against.

Samuel M. & James Hoge

It is ordered that this cause be continued until the next term.

And at another day to wit at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House on Tuesday the 22nd day of April 1845.

John A. Hovey

against.

Samuel M. & James Hoge

It is ordered that this cause be continued until the next term.

And at another day to wit at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House on Monday the 22nd day of September 1845

John D Howe

Plt

against

Samuel H. Hoge & Co

Def

On the motion of the plaintiff by his counsel it is ordered that James R. Kent, John M. Taylor and Horace Lifford do go upon the tract of 3000 acres of land in the bill mentioned and lay off and divide the same between the plaintiff and the defendant James Hoge according to the terms of the agreement entered into between the said plaintiff and the defendant James H. & James Hoge on the 16th day of April 1845, and filed among the papers on this cause, and that they also ascertain the respective portions of the purchase money to be paid by the plaintiff and the defendant James Hoge and make report of their proceedings to this Court.

And at another day to wit at a Circuit Superior Court of Law and Chancery held for the County of Pulaski on Wednesday the 23rd day of April 1845

John D Howe

Plt

against

James Hoge & Co

Def

It is ordered that this cause be continued until the next term.

And at another day to wit, at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House on Saturday the 26th day of September 1845

John D Howe

Plt

against

Samuel & James Hoge

Def

It is ordered that this cause be continued until the next term.

And at another day to wit, at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House on Wednesday the 22nd day of April 1846

John D Howe

against

James Hoge

It is ordered that this cause be continued until the next term.

And at another day to wit at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House on Thursday the 24th day of September 1845

John D Howe Compt & James Hoge & Co

This cause is continued until the next term.

And at another day to wit on Friday the 23rd day of April 1847 at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House.

John D Howe

Compt

Samuel H & James Hoge & Co

Def

This cause came on this 23rd day of April 1847 to be heard upon the bill and answer, the exhibits and issues made of course and was argued by counsel on considerations whereof it is adjudged, ordered and decreed that the bill be dismissed as to the defendant Joseph H. & William C. Hoge but without costs and without prejudice to any issue that the Compt may be able to show himself entitled to against them or either of them, and it is further adjudged, ordered and decreed that John M. Taylor, James R. Kent and Horace Lifford who are hereby appointed commissioners for that purpose do go upon the land in the bill mentioned and make partition & division thereof between the Compt & the said James Hoge in conformity to the agreement between the parties referred to in the bill & filed in this cause, and that they also ascertain the relative value of the portions assigned to each and make report thereof to Court. And if said commissioners should refuse or fail to make such partition, then Sylvanus Folsom, Robert M. Craig and Isaac Hudson be appointed commissioners for that purpose.

And on another day to wit at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House on Wednesday the 22nd day of September 1847

John D Howe

Compt

against

Samuel H. Hoge & James Hoge

Def

Sylvanus Folsom, Robert M. Craig & Isaac Hudson the three attorneys commissioners appointed to make partition and division of the land in the bill & proceedings mentioned under the order entered in this cause at the April term 1847, this day made their report, whereupon on motion of the defendant James Hoge and for reasons appearing to the Court, it is ordered that the said commissioners in addition to said report be directed to lay off & divide the 3000 acre tract in the bill & proceedings mentioned, as the said James Hoge may direct and at his cost & that notice be given to the Plt of the time at which said division is made. And the said

It is ordered that this cause be continued until the next term.

And at another day to wit at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House on Monday the 22nd day of September 1845

John D Howe

Deft

against

Samuel H. Hoge & Co

Deft

On the motion of the plaintiff by his counsel it is ordered that James R. Hunt, John W. Taylor and Harrison Lifford do go upon the tract of 3000 acres of land in the bill mentioned and lay off and divide the same between the plaintiff and the defendant James Hoge according to the terms of the agreement entered into between the said plaintiff and the defendant Samuel H. & James Hoge on the 16th day of April 1845, and file among the papers on this cause, and that they also ascertain the respective portions of the purchase money to be paid by the plaintiff and the defendant James Hoge and make report of their proceedings to this Court.

And at another day to wit at a Circuit Superior Court of Law and Chancery held for the County of Pulaski on Wednesday the 23rd day of April 1845

John D Howe

Deft

against

James Hoge & Co

Deft

It is ordered that this cause be continued until the next term.

And at another day to wit, at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House on Saturday the 30th day of September 1845

John D Howe

Deft

against

Samuel & James Hoge

Deft

It is ordered that this cause be continued until the next term.

And at another day to wit, at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House on Thursday the 22nd day of April 1846

John D Howe

against

James Hoge

It is ordered that this cause be continued until the next term.

And at another day to wit: at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House on Thursday the 22nd day of September 1845

John D Howe Compt & James Hoge & Co Deft

This cause is continued until the next term.

And at another day to wit on Friday the 23rd day of April at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House.

John D Howe

Compt

Samuel H & James Hoge & Co

Deft

This cause came on this 23rd day of April 1847 to be heard upon the bill and answer, the exhibits and counter claims of parties, and was argued by counsel on several points, whereof it is adjudged, ordered and decreed that the bill be amended as to the defendants Joseph H. & William C. Hoge, but without cost, and without prejudice to any equity that the Compt may be able to show himself entitled to against them or either of them, and it is further adjudged, ordered and decreed that John W. Taylor, James R. Hunt and Harrison Lifford who are hereby appointed commissioners for that purpose do go upon the land in the bill mentioned and make partition & division thereof between the Compt & the said James Hoge in conformity to the agreement between the parties referred to in the bill & filed in this cause, and that they also ascertain the relative values of the portions assigned to each and make report thereof to Court. And if said Commissioners should refuse or fail to make said partition, then Sylvanus Fouts, Robert M. Craig and Isaac Stedman be appointed Commissioners for that purpose.

And on another day to wit, at a Circuit Superior Court of Law and Chancery held for the County of Pulaski at the Court House on Thursday the 22nd day of September 1847

John D Howe

Compt

against

Samuel H. Hoge & James Hoge

Deft

Sylvanus Fouts, Robert M. Craig and Isaac Stedman the three attorneys Commissioners appointed to make partition and division of the land in the bill & proceedings mentioned herein the order entered in this cause at the April term 1847, this day made their report, whereupon on motion of the defendant James Hoge and for reasons appearing to the Court, it is ordered that the said Commissioners in addition to said report be directed to lay off & divide the 3000 acre tract in the bill & proceedings mentioned, as the said James Hoge may direct, and at his cost, & that notice be given to the Deft of the time at which said division is made, and the said

Commissioners are directed to make report at this Court at its next term, And this cause is continued.

The following is a copy of the report referred to in the above order.

The undersigned in obedience to an order of the Circuit Superior Court of law and chancery for the County of Pulaski made on Friday 23rd day of April 1847 in a case between John D Howe & Daniel B. Hoge & others, arriving us to make partition and division of a certain tract of land between the parties, in conformity to an article of agreement made and entered into the 18th of April 1841 by leave to report, That we went upon the land shown us by the parties and after examining it as far as shown, and having a correct plat made, which accompanies this report, we proceed to divide the land according to the said article of agreement as marked on the plat, beginning at the NW corner of John D Howe's land on Back Creek thence N 78th W 82 poles to a white oak & pine on the big survey line at B thence continuing the line N 28th W 73 poles to a chestnut oak & pine on the West line of the survey at C, on the plat, thence with the line North 84 poles to a white & black oak, thence with the line on a ridge thence S 28th W 708 poles to two white oaks & fallen pine to the corner of said Hoge's land at D thence with a line of poles said S 40th W 34 poles to a pine of the Big survey at E and with the same S 62th W to point B on the beginning line. The lands enclosed by the above limits and bounds we assign to John D Howe being the land appurtenant to the main body of his land on Back Creek. The balance of the above described land we assign to Daniel B. Hoge, the further intention that the parties shall pay of the purchase money and expenses attending division of said land equal portions.

Given under our hands this 20th day Sept 1847

Sylvanus Foote
Robert M. Leary
Isaac Hudson

The following is a copy of the descriptions entered on the above report.

This report is compiled to on the ground that the Commissioners have not made partition & division of the land in the bill & proceedings mentioned in conformity to the written agreement between the parties filed as an exhibit in this cause. They have not assigned to Daniel Hoge the land lying opposite the main body of his land on Back Creek, hereby. The report is not responsive to the order of Court under which it is made in this that it does not ascertain the relative value of the portions assigned to the parties respectively. Further Hoge Counsel for Daniel Hoge.

And now at this day to wit, at a Circuit Superior Court of law and chancery held for the County of Pulaski at the Court House on Friday the 27th day of April 1848

John D Howe

Counsel for

Daniel B. Hoge

Sept.

This cause coming on to be finally heard upon the papers formerly read, the intervening orders entered at the April term 1847, and at the September term 1847 and the two plats and reports made in pursuance thereof by Sylvanus Foote, Robert M. Leary and Isaac Hudson, the one on the 20th day of September 1847 and the other on the 8th day of April 1848 and the exceptions entered on the plat and report of the 20th September 1847, which objections are overruled, and the said plat and report confirmed, the Court doth adjudge, order and decree that the defendant Daniel B. Hoge, upon the said plaintiff John D Howe paying to the said defendant Daniel B. Hoge the sum of \$228, one half of the purchase money, with legal interest on \$57 thereof from the 1st day of March 1841 and with legal interest on \$71 the residue thereof from the 1st day of March 1841, and \$58 one half of the Commission fees for dividing the land, do assign to the plaintiff John D Howe that portion of the 300 acre tract of land in the bill and proceedings mentioned, which was assigned to him by said commissioners, bounded as follows, Beginning at three white oaks and a pine on a line of the Big survey at point B, N 28th W 73 poles to a chestnut oak and pine on the West line of the Big survey at point C thence with the line thence North 84 poles to a white oak and black oak, thence with the line on a ridge at point D thence S 28th W 708 poles to two white oaks and fallen pine on the NW corner of said Hoge's land at point E thence with a line of poles said S 40th W 34 poles to a line of the Big survey at point F and with the same S 62th W to the beginning by and with special warranty, and the Court doth further adjudge, order and decree that the defendant pay to the plaintiff his costs expended in and about the prosecution of this suit, and that a copy of this decree be recorded with the said Daniel B. Hoge to the said John D Howe, and that a complete record be made up, charged to the plaintiff and taxed in the price of cost.

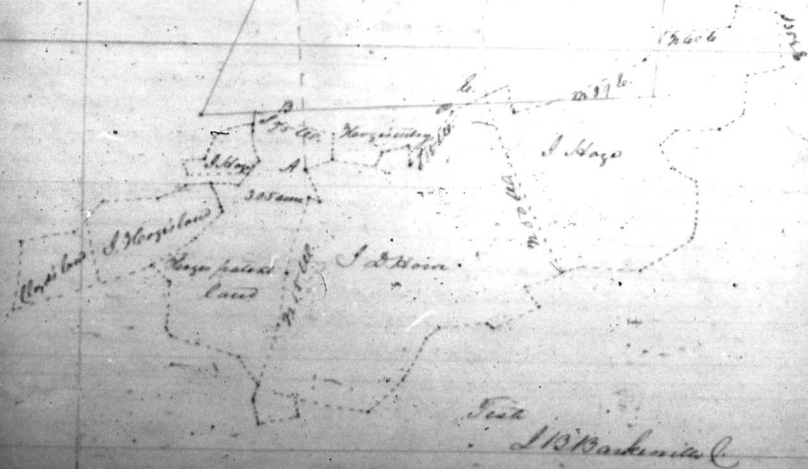
Teste

J. B. Baskin

The following is a copy of the first report to in the foregoing report and answer

Sketch plat of the land
of James Hays & J. D. Howe
lying on the waters of Back
Creek & a large swampy lying
opposite thereto laid down by
the surveyor presided in by
the parties

J. Hays & J. D. Howe



The following is a copy of the exhibit marked A-B and
filed with the defendants, James Hays & J. D. Howe.
Sept 14 1861

The article of agreement between J. D. Howe and myself
and the report made by the commissioners now constitute
my title papers for the land allotted to me, and are there-
fore unwilling to let them pass out of my possession. I sent
you a true copy of the report and I can't see what more
you want, as to how the land was that is easily understood
they start at my upper and lower corners and run North
28 West until they run out, I remember seeing you the plot
to which they refer in their report. Any gentleman is at lib-
erty to take copies of all the papers in my possession Yours to
J. D. Howe

The following is a copy of exhibit C filed with said answer
Edward Kainzolph began Governor of the Commonwealth of Virginia
to all to whom these presents shall come greeting. Know ye that by
virtue and in consideration of an exchange land office Treasury com-
mittee records two hundred and eighty eight acres of land, more or less,
labor one thousand seven hundred and eighty five. There is granted
by the said Commonwealth unto Frederick Kainzolph a son of John
Kainzolph who is a son of Samuel M. Co. a certain tract or
parcel of land containing three thousand acres by survey having
date the seventh day of June one thousand seven hundred and eighty
seven being and being on the County of Montgomery on Back Creek a
branch of the River and on the branches of Back Creek and bounded
as follows to wit Beginning at a hickory tree white oak, a dogwood
and ash on a branch near Cottons lower at a corner to the corner of the
survey and running North eighty degrees east two hundred poles to
a white oak on the head of the Back spring a corner of said M. Co. and
my and with a line of the same North twenty degrees east one thousand
and six poles to a white oak on a high bank of Back Creek near the
Brite land thence South east two degrees West two hundred and
five poles to two white oaks and a maple on Back Creek at the
mouth of a branch about half a mile above Shoffa Runners mill, a
corner to said M. Co. and running and with a line of the same
North twenty degrees east five poles to the beginning, with its appur-
tenances. To have and to hold the said tract or parcel of land with
its appurtenances to the said Frederick Kainzolph and his heirs
forever. To witness whereof the said Edward Kainzolph Governor
of the Commonwealth of Virginia hath hereunto set his
hand and caused the Great Seal of the said Commonwealth to be
affixed at Richmond on the twenty third day of July in the year
of our Lord one thousand seven hundred and eighty eight, and of
the Commonwealth the thirtieth. Edward Kainzolph
Governor for the Senate of the Virginia Land Office

180 & 200 paces

The following is a copy of exhibit (B) filed with said James Hoge's answer.

120 & 100 paces

3000 acres

1400 acres

1600 paces

The above described plot was made by me from the grant of the 100 acres to James Hoge, the 70 acres from the grant, the same tract from the same made by Daniel Hoge to James Hoge, the 200 acres from answer furnished as noted on the plot, I measured from the beginning of the 70 acre tract to the corner of the 100 acre tract, above Sheriff Hoge's note 70 paces from the lower corner of said tract to the beginning corner of the tract owned by James Hoge it being on the corner line between James Hoge's

Land

The following is a copy of the exhibit (B) filed with defendant James Hoge's answer.

I think, except that it does not appear that a writ of ~~ad quod damnum~~ ~~ad quod damnum~~ ~~ad quod damnum~~ has ever been returned subsequent from the Court of Pleas sitting in either of the following names: By Jeremiah Newland, John Stockard or James McGowan.

Given under my hand at the Auditor's Office Richmond, this 20th day of May 1847.

Jas L. Meacham

The following is a copy of the depositions and returns filed in this cause.

Before James Hoge, Daniel H. Hoge, Joseph H. Hoge, William L. Hoge and Lyndel S. Curran. Please take notice, that on Friday the 18th day of May 1847, at the Court House of Putnam County, State of Virginia, I shall proceed to take the depositions of Robert W. Hoge and others, which depositions (when taken) are to be used as evidence in a certain suit now depending on the Circuit Superior Court of Law and Chancery for Putnam County, on the following side of said Court in which suit I am plaintiff and you are defendant. If from any cause all the depositions should not be taken on that day, the taking will be continued from day to day until all are taken. June 8th 1848

John S. Howe

The following instrument is made in the task of the above named the undersigned parties of the within notice Joseph H. Hoge June 8th 1848

R. H. Curran

Putnam County to wit:

This day James L. Meacham personally appeared before me a Justice of the Peace for said County and swore each that he returned to James Hoge, Daniel H. Hoge and Wm. Hoge a true copy of the within notice, Given under my hand this 11th June 1848

Jas L. Meacham

The following are the depositions taken pursuant to the above notice.

The depositions of Robert W. Hoge and others taken at the Court House of Putnam County, State of Virginia, on Friday the 18th day of May 1848, to be used as evidence in a suit now pending on the Circuit Superior Court of Law and Chancery for Putnam County, on the Chancery side of said Court, on which suit John S. Howe is plaintiff and James Hoge, Daniel H. Hoge, Joseph H. Hoge, William L. Hoge and Lyndel S. Curran are defendants, Robert W. Hoge being first duly sworn as per depositions. Testified by plaintiff above present on the 18th of May 1848 at a suit of defendant and proposed plaintiff, by Lyndel S. Curran, of the State of Virginia, of the sale of a tract of about three thousand acres in the name of the same & of the contract is agreement made on that day between the plaintiff and Daniel H. Hoge in regard to it.

(This question is objected to by the defendants because the contract between the complainant and David H. Hoge has been reduced to writing, and real estate cannot be assigned against that contract; nor can the contents of said contract be given in evidence could its contents be shown for) Answer. I was present at the sale referred to, at which David H. Hoge & John D. Hoge were vendors against each other, when their mutual friends endeavored to get them to buy the land in partnership, to which I believe they agreed, when there seemed to be some difficulty about how it should be divided, some of them present proposed to make the White of the survey a base line, from which at the dividing line to turn the lands of Genl. James Hoge & John D. Hoge a line should be run at right angles to divide the land & each have the land opposite their respective plantations, to which I thought the parties agreed & it was hushed off. There was some doubt expressed about whether a line thus run would run up the ridge, which it was thought that this was the only agreement that could be made at that time without which the parties got on the ground they could alter if necessary by mutual agreement.

Question by same. What have you heard defendant James Hoge say since the sale in regard to his interest under the purchase by David H. Hoge? Ans. He recognized it as having been made for him. I do not now recollect specially any conversation with Genl. Hoge. The general impression upon my mind, was that the purchase was made for him, but that this impression was vague. I cannot now specify.

Question by same. Did Genl. Hoge speak of the transaction as one in which he was personally interested? Ans. From the tenor of Genl. Hoge's conversation I understood him to be personally interested.

Question by the defendants. Did you not understand that John D. Hoge and the defendant David H. Hoge, on the day that the place of sale above referred to, entered into an agreement before you were called in, and was not the conversation about it in your answer to complainant's first question as to how the land should be run by which to carry out the said agreement? Ans. No. Question by same. Did you hear the defendant David H. Hoge agree to be bound to run the line across the said survey at right angles, taking the N. E. line as the base? But did you not hear the defendant David H. Hoge say he would not bind himself to any particular mode of running the line, could he want upon the land? Ans. The proposition was made, and I understood it to be agreed to, but whether David H. Hoge or James F. Hoge or both agreed

to it I am not able to say, nor do I remember as to the latter part of the question. Question by same. Did you ever have any conversation with the defendant James Hoge, either after the contract between the complainant & the defendant D. H. Hoge, which the defendant John D. Hoge also signed, had been reduced to writing? And did not the defendant David Hoge in the conversations you have detailed above, tell you that the contract has been reduced to writing? Ans. I am not positive whether I had any conversation with James Hoge before the one in which he told me the contract had been reduced to writing.

Question by Compt. Was David H. Hoge present when the proposition to buy in partnership was made, and was there an offer made afterwards? Ans. He was present, I think there was no offer made after the proposition was agreed to, as I understood it. Question by same. Was he present when the proposition was agreed to? Ans. He was. The defendant began to explain his answer to the first question. He does not intend there to say that the parties agreed before the arrangement about the dividing line, but that that arrangement was part leading to the agreement, and further their agreement said not.

Robert M. Carey

James Hoge being sworn, deposed and said, Question by Compt. Have you had a conversation between David H. Hoge and your mother Mrs. James Hoge, occurring a few days before the sale of the tract of land in controversy as to regard to the purchase by David H. Hoge for his father (objected to by defts). Ans. I recollect of hearing no such conversation.

Question by the same. What have you at any time heard your father James Hoge or David H. Hoge say in regard to a purchase of the land in dispute from Mrs. Kim of Richmond? Ans. I heard my father James Hoge say that he had found the right owner of the land, and that he had purchased the land, and had the right to it made to Joseph B. and William C. Hoge, and upon being asked by my mother why he did so, he answered that it would do to make them freeholders, what I may have heard David H. Hoge say about it, I do not recollect.

Question by Compt. What price did he say he paid for the land. Ans. One hundred and fifty dollars. Question by the same. Did your father say what effect this purchase of his would have upon the sale by the commission, or, and upon John D. Hoge's rights, under it, and if so what was it? Ans. I have heard many persons say that it would make the sale void, but I am not recollect that I heard my father say so, and I do not recollect what he said about the effect it would have upon John D. Hoge's rights. Question by the same. Did he or not say at the time he spoke of the purchase to your mother, that it would decide the dispute between John D. Hoge and himself, about the land. Ans. I think not.

Done by the same. For whom was the purchase made by David H. Hoge, at the sale by the commissioners on the 4th of March 1841. Ans. He made it in support of my father provided he would accept of it, and for himself if not, he made the purchase without any authority from my father so far as I know. Ques by same. Did your father accept the purchase upon his return home? Ans. I always understood that he did. Ques by same. Did you understand so from him, Ans. I cannot say positively, but I think I did so understand it from others, but not from himself that I recollect. Ques by same. What complaint did he make in regard to David Hoge's agreement with J. S. Howe about the division of the land upon his return home. Ans. I do not recollect that I heard any complaint. Ques by the same. Was your father a subscriber to the Georgetown Journal from February 1840 to July 1841, and in the hand of the paper from the office. Ans. I have an indistinct recollection that he took the paper for six months, and I think during the late Presidential campaign, and of his took it from the office, he rarely brought it home. Question by the defendants. Was the defendant David Hoge present at the time you heard your father say Hoge said he had bought the land and had the title made to Joseph H. Hoge and W. C. Hoge. Ans. He was not, I think. Ques by the same. Was your father J. S. Hoge absent from home at the time the sale by the commissioners took place, and was he absent for some months. Ans. He was absent, and was absent for some weeks and perhaps months, but returned home in a day or two after the sale. And further the defendant said not.

Elizabeth Hoge

John Freely being sworn deposed and said. Ques by the Compt. Where you present at a sale of delinquent lands by commissioners on the 4th of March 1841. Ans. I was here at March Court 1841, on the latter part of the day and was present when a parcel of delinquent land was knocked off by J. B. Mahan to Hoge, How & Co. Ques by the same. Who did you understand to be the Co. of Hoge, How & Co. in the purchase. Ans. I understood from the deed them to be David H. Hoge, James F. Hoge and J. S. Howe. Ques by the defendants. How do you know that it was knocked off to Hoge, How & Co. Ans. The deed knocked it off in my hearing. Ques by the same. Did you see the defendant David H. Hoge present when it was knocked off. Ans. I saw him in the street not far off, but I do not know that he heard it. And further the defendant said not.

J. Freely

Isaac Hudson being sworn deposed and said.

Ques by the Compt. Where you present at David Hoge's at the time an article of agreement was made & and left in your possession was entered into and subscribed by David Hoge, John S. Howe and J. S. Howe. Ans. I was present although it was not left in my possession at that time. Ques by the same. What conversation took place at that time between the parties relative to the purchase of the land in dispute. Ans. I do not recollect that I heard any conversation relative to the purchase of the land at that time. Question by the same. Was there any difference of opinion between the parties to that agreement on that occasion in regard to the proper persons to sign it, and what reason did David Hoge assign for his being made a party to the agreement. Ans. May Howe did not wish any person to go into the article except himself and David S. Hoge. David Hoge thought he ought to be made a party, inasmuch as part of the land was for him. Question by the same. What reason did David H. Hoge assign for his father being made a party to the article. Ans. I do not recollect his argument. I recollect that he and his father agreed relative to the matter. Question by the same. What did you hear David S. Hoge say on the day of the commissioners sale in regard to his purchase of the land in controversy. Ans. I heard him say that he and May & Howe had bought the land in partnership. I then asked them whether they had agreed to the terms of division in such a way as to procure no difficulty, his reply was that the terms of division were not so settled but that there might be difficulty. Question by defendants. Did the Compt. J. S. Howe at the time said article was made & was executed say that the defendant James Hoge ought not to sign the said article, that he the said James Hoge was not a party to the contract, that he had nothing to do with it, that it was altogether between himself and the defendant David H. Hoge with which the defendant James Hoge had nothing to do, and that therefore he the said James Hoge ought not to sign it. Ans. The Compt. J. S. Howe did object to James Hoge's becoming a party to the article, but I do not recollect what reasons he assigned for his objection, one of the reasons however was, that the contract about the division of the land was made at Newbern between himself and David S. Hoge alone. Ques by the same. In the conversation which took place between yourself and David H. Hoge relative to the terms of division in the day of the commissioners sale, what did David H. Hoge say relative to each party having their portion of the land sold by opposite their respective plantations. Ans. I do not recollect. Ques by the same. When May & Taylor at the time of the meeting of the commissioners named in the article referred to, at your house to the Compt. J. S. Howe

that if he would give up the papers to them, they would go on to complete the business, what was said & compliance reply? Ans I do not recollect that Major Taylor made any separate proposition to Major Howe, but I recollect that two of the commissioners, viz. at my house, which time were Major Taylor and Harrison Jeffers, and Genl Hoge and Major Howe attended, and Major Howe brought with him certain papers, the report in part of the com^{rs} the award & that has been placed in the hands of the said Howe by the arbitrator the object of the visitory as I understood it, was to bring the papers again before the commissioners, Major Howe objected to an entire reconsideration of the matter as he was satisfied with the award as far as the commissioners had gone, Genl Hoge introduced a new plot of the land made by Sen Demmitt in, upon map showing which plot Major Howe said he was willing for the commissioners to take it and go on and make the decision upon the same principles upon which they had that far proceeded, and he the said Howe said that he was unwilling to give up the papers, and go into the matter de novo, but insisted that the commissioners should go on to complete their award, and say how much each of the parties should pay. Ques by the same, did you see Major Howe execute the article now fixed as his act and deed. Ans I was present when the article was executed, and heard Major Howe read all the parties acknowledge it. Ques by the Com^{rs}, did you not understand from Genl Hoge that he was dissatisfied with the award of the arbitrator, as far as it had gone, because it was more for a plot which he said was incorrect. Ans Genl Hoge said that the plot furnished by Major Howe had been made by the Cadwall without measuring the land, and signed officially by the Cadwall and put into the Commissioners hands without his knowledge, and that the Commissioners told him that they suspected that the plot had been made by measurement, and Genl Hoge then said or implied that they the com^{rs} might have been misled by said plot. Genl Hoge then said that he had got leave permission to survey and plot his land, and exhibited that plot at the same time. Ques by the same, did not Genl Hoge express willingness that day at your house for the arbitrator to remove their award, so far as it might be erroneous arising from any error in Cadwall's plot, and offer to give up the award for that purpose? Ans He did. Ques by the same, what was Genl Hoge's reply when compliance was asked him if the complainant would give up the papers to the arbitrator for another award, whether he (Hoge) would consent a deed to be made to him in pursuance of such other award?

Ans Genl Hoge did not make any reply that I recollect. Ques by defendant, did not James Hoge say, on that day, in substance, that the commissioners should take the plot of his land made by Vermillion, and act the papers in the case, and go on and make a report and finish the business? Ans Yes. Ques that leads to the last question asked by the complainant, did Hoge resist that the commissioners should take the papers up to, and reconsider their award and finish the business. Ques by the Complainant, did not Genl Hoge insist in that day that the award having been made from Cadwall's plot ought not to be binders upon the parties? Ans I do not recollect that he did. Major Howe stated that he was willing to take Vermillion's plot, and let the award be reconsidered upon the same principles upon which it was made, but that he was not willing to begin de novo, Genl Hoge answered that the papers with Vermillion's plot should be taken by the commissioners again and that they should decide the land, as they thought proper upon a reconsideration, and further this respondent saith not. James Hodge.

David Lloyd being sworn deponent and said, Ques by Complainant, what did Genl Hoge say to you relative to the title of the land in controversy? Ans I met with Genl Hoge in Richmond and he told me that he had found the proper owner of that mountain land, and that he had purchased it, at which period he did recollect, and that he had the title made to one or two of his sons, and observed that he wished me to say nothing about it just then. Ques by the same, did you understand him to speak of the land now in controversy? Ans I do understand him, and further this respondent saith not. David Lloyd.

David Lloyd being sworn deponent and said, Ques by the complainant, did you at any time understand from Genl Hoge that he was acting with a view of the fact in the purchase of the land in controversy? Answer I recollect after the sale of the land I met with Genl Hoge, David Hoge and James F. Hoge and John D. Howe in the (first) session of this court, and a conversation was going on between them relative to the purchase of the land, and from what was said by David Hoge and the other parties on said conversation I understood that he had purchased the land for his father, although I did not hear him say so in express terms. I further heard David Hoge say that his father did not know that he had made the purchase at the time it was made, for he was not at home, and had not authorized him to make it for him, but that he had purchased of his own accord. Ques by defendant, be the conversation above referred to did you hear Genl Hoge say that defendant David Hoge had purchased the land in controversy for him, or that he had authorized him to do so? Ans I did not hear him say so, and further this respondent saith not.

The several depositions above were sworn to and subscribed before me this 16th day of June 1843. Joseph A. Logan M.D. 16.
The taking of further depositions is adjourned until tomorrow the 17th June 10 O'clock A.M.

June 17th. The taking of depositions is continued this day pursuant to adjournment. John Caldwell being duly sworn deposes and says. Testimony by the Complainant. Were you present at a sale of delinquent lands by commissioners here, at Pulaski Court House on the 5th of March 1841? Answer I was present when the sale took place. Were by 2 he says. Who were the purchasers of stock of 3000 acres sold on that day? (Question objected to by defendants) Answer I am a witness that the land was bought by David H. Hoge, James F. Hoge, and Dr. H. H. Hoge jointly. Were by the Compt. Did you hear any agreement between the purchasers relative to the purchase of said stock? Answer I was requested by John H. Hoge to make a proposition to David H. Hoge for a compromise. They being business against each other under considerable excitement, which proposition was that Major Hoge wanted that portion of the land opposite his lands on Back Creek, that the sale should be suspended and that they should buy the land jointly and divide it between them giving to Hoge that portion opposite to his lands on Back Creek. David H. Hoge refused to accept the proposition although at the same time that his father had land lying between Major Hoge's land and the Big survey, and that he had another reason which he did not express; the sale was then continued for some time, when another proposition was made by their mutual friends for a compromise, upon which I believe the sale was suspended, when several places were proposed by their neighbors for dividing the land. All of which were rejected. David H. Hoge then called upon Dr. H. H. Hoge and simply, saying that we were surveyors, and for friends that we should say how a line dividing the land between them should run so as to give Hoge the land opposite his lands. I consented to the parties that I was not acquainted with the location of the Big survey or agreed to Major Hoge's land, being furnished with a plat of the Big survey and looking over it. I asked the parties whether a certain line through running across the spine of the mountain and back of Major Hoge's land as I understood, was parallel or nearly so with the mountain or valley of Back Creek, upon being informed that they thought it did. I gave it as my opinion that a line running along at Hoge's upper corner Back Creek and running at right angles to the line before mentioned through the survey would give to Hoge the land opposite his plantation. David H. Hoge then stated that he thought that plan would answer

Major Hoge then asked myself and Dr. H. H. Hoge to sketch to me what would be the course of the division line. Upon being turning from the parties for the plat, the bearing of the line of the Big survey running up Back Creek, and finding it to run S 82nd W I said to Major Hoge that a line at right angles to that would be S 28th W. Major Hoge then said that he was willing to take that line. I heard no other plan of division suggested after the one just stated, and I believe the land was then knocked off or shortly after.

Testimony by same. Was David H. and James F. Hoge present when I H. H. Hoge said he was willing to take the line you proposed for a division, and did they agree to it? Answer David H. Hoge was present. I am not certain that James F. Hoge was, I suppose that they agreed to the division line referred to, no objection was made, and the land was knocked off at that time. Question by defendants. Before any thing was said about the more of running the division line had not the parties agreed that Major Hoge was to have the land opposite his own land on Back Creek, and that David H. Hoge was to retain the land opposite his father's land on Back Creek, and did not the conversation about the more of running the division line have more reference to the more of running the said line so as best to carry out the said agreement? Answer Their agreement on the first plan, as I understood it, was to give to Major Hoge the land lying opposite his lands on Back Creek, and my suspicion was that David H. Hoge was to retain the balance of the land for his father. I understood the agreement for running the division line was such as to give Major Hoge the land opposite his land on Back Creek.

Testimony by same. Was not the conversation about the more of running the division line entirely in reference to the first mode of carrying out an agreement first before entered into? Answer The conversation was in reference to that mode, which I understood was agreed upon, which mode was that in which the division line before referred to was finally agreed upon. Question by the same. Was it not expressly agreed that David H. Hoge should retain the land opposite his father's land on Back Creek? Answer I understand that Major Hoge was to have the land opposite his land on Back Creek, and that David H. Hoge was to retain the balance of the survey, as I before stated. Were by the same. When you were called upon as surveyor to state the manner of running the division line as a best to carry out the agreement above referred to, did you not then reply, to take the middle of Major Hoge's land beginning at the upper and lower corners of the same on the line of the Big survey, and then take the same course on the S 28th line of Back survey, and then run line from the corner to the upper and lower corners of Major Hoge's said land

and to give to Major Howe the land included in the same boundary, and did not say that he was satisfied that as being the best mode of dividing the said land. Ans. I was but one proposition for dividing the land and that was defective, and I heard no proposition for dividing it in any other way, except a proposition made by Mr John Hoge for running a line both lines. Ques by the same, did you not hear David H. Hoge say once or oftener, that he would not bind himself to any particular mode of running the division line, as he was unacquainted with the location of the same. Ans. I heard David H. Hoge say since the day of sale that he had not agreed to any particular mode of running the said line, but I heard no such conversation on the day of sale. Ques by the same, did you not a short time after the sale give a statement in writing at the instance of Compt. In D. Howe of what you then considered as to what took place relative to this agreement on the day of sale, which statement as understood was intended to be laid before the commissioners for Mr Taylor and others to whom this matter was referred. Ans. I did make a statement and gave it to Major Howe some two or three months after the sale, which statement contained the leading facts respecting the agreement referred to, but not a full detail. Ques by the same, did you not make a connected plot of the 300 acre survey and the land of In D. Howe on Bank street, without going on the land and measuring the same? Ans. I did make a connected plot by survey and line furnished me by Major Howe, and at his request, without going upon the land and measuring the same. Ques by the same, is this plot marked off, which I now exhibit to you the said plot? Ans. It is the same plot, with some corrections made by In D. Howe afterwards. Ques by the same, for what purpose did you make this plot, and what were your reasons for signing your name officially to it. Ans. I made it for Major Howe at his request, and for his use as I supposed, why I signed my name to it was that I considered it a matter of little importance, and it was a matter of accident that I did sign it. Ques by the same, did not Compt. In D. Howe request you to sign your name to this plot. Ans. He did not. Ques by the same, did you suppose, and In D. Howe inform you, that he intended to lay this plot before the commissioners for Mr Taylor and others as evidence in a matter referred to them respecting the division of the land in controversy. Ans. Some time after Major Howe got the plot he told me that he would probably show it to the commissioners. Ques by the same, did not you ask In D. Howe the Compt.

if he intended this plot to be laid before said commissioners, if so, what was his reply? Ans. I do not recollect what he said, but I asked him if he intended so to do, or whether he told me so unasked. Ques by the same, did you not ask In D. Howe the Compt. if he intended this plot to go before the commissioners, and did he not reply that he supposed those commissioners would require no further evidence than what they already had before them. Ans. I do not recollect that I asked Major Howe whether he intended to lay the plot before the commissioners, but I recollect that Major Howe observed that he did not know whether the commissioners would require any more papers. Ques by the same, is the plot marked off the only plot you ever made for In D. Howe for the same land? Ans. I only made the one plot. Ques by the same, did you not make a survey of the land in controversy beginning at the upper corner of In D. Howe's land and running N 78° 00', and as not the line then run past some distance through the land of James Hoge, left before they came to the Big survey? Ans. I made a survey according to the record of the commissioners, according to the line marked by them upon a plot furnished me by Major Howe, the corner of which I found to be S 32° 00' the line commencing from the upper corner of Major Howe's land passed through a living acre piece of land belonging to David Hoge. Ques by the same, in extending this line commencing from In D. Howe's upper corner until it runs out would it not give to In D. Howe a large portion of the land lying opposite the land of James Hoge, left, being the survey of 305 acres upon which said Hoge resides. Ans. It is probable it would include a small portion of the land opposite the 305 acre survey upon which said Hoge resides. Ques by the same, is this paper dated 15th May 1861 and marked off and signed by you the statement made by you at the instance of In D. Howe to be used as evidence before the commissioners for Mr Taylor and others before referred to. Ans. This is the statement I furnished In D. Howe, and I understood from Major Howe that he intended to lay it before the said commissioners as evidence in the matter. Ques by the same, what was said at the sale on the 5th of March 1861 by David H. Hoge relative to the difficulty of dividing as complained and proposed on account of a small survey owned by his father lying between the tract to be divided and the main body of Howe's land? Ans. When I made the proposition to David H. Hoge, he mentioned the difficulty in account of a small survey of his father's lying between Major Howe's land and the Big survey. Ques by the same, was not that difficulty removed by the final agreement that Howe should have the portion opposite the main body of the new land, and commencing at Howe's upper and lower corners. Ans. I understood it would settle that difficulty.

me by the same. You say you have seen the division line
fixed by the arbitrators, do they make a fair and just divi-
sion of the land under the agreement of the parties? (objected
to by the apt.) And I think the line given to Major Howe the
line opposite his land on Back creek, or nearly so, and
would divide with the agreement referred to. I see by the
same, what is the natural face of the country, covered by the
land in controversy, and how is the division by the arbitrators
in reference to that? (objected to by apt.) And the face is en-
tirely mountainous as far as I know it, upon the South
side it is broken with ridges and deep hollows, running
nearly at right angles with the course of the mountain
the ridges and hollows leading to Back creek. The basis of
division laid down by the arbitrators run nearly paral-
lel with the general course of the ridges and spurs, and
would cross some of them owing to their windings, with
the North end of the survey, I am unacquainted.

Question by apt. Are you not the brother in law of Bro.
Howe? Ans. I am, we married sisters. And further this
deponent says not.

John Goodall

Major B. Hoge being sworn deposes and says.

I see by Compt. For whom did David Hoge say he was ac-
ting in the purchase of the land in controversy? and what
did he say as? Ans. Whilst the title of the land was being of by
David Hoge told me that he did not want the land, but that
his father was compelled to have it, as it formed no other, be-
ing but himself, I do not recollect that he said that he was
purchasing for his father. I see by the apt. Was not the apt.
David Hoge only expressing his own opinion relative to his
father in the accounts referred to above relative to the situa-
tion of the said land? Ans. I understood from David Hoge
at that time that his father was in Richmond and knew
nothing about the sale, it is impossible for me to say whether
it was his opinion only, but I do understand it to be from
what he said relative to the matter. I understood from
him that he was buying the land expressly for his father
without knowing whether his father would assent to the purchase.
I see by the same. Did you not at the same time understand
from David Hoge that he had no authority from his father
to buy this land? Ans. I think I did. I see by the same. Did
you not hear Compt. H. H. Howe say that he would hold
to all advantages which he had by the award in part made
by the commissioners, and that he would not give up such
advantage, or suffer the commissioners to recommend what they
had done? Answer. No I do not hear Major Howe say
that he would hold to all the advantages which he had by the

award, he did not use that language, a short time after
the commissioners made their report, Major Howe expressed
his satisfaction for the way they had divided the land, and
told me that there was an application for a reconsideration
by James Hoge, upon the ground that they had got into an
error by having a plot of the said town laid out, I think
he said he did not think that if they had a plot of the Hoge
land that it would throw any new light upon the subject,
otherwise he would be willing for a reconsideration, as it was he
expected to give up the papers or assent to a reconsideration, say-
ing that he had bound himself to stand to the division made by
these men, and that it was not expected that both parties
would be satisfied. In the event of a reconsideration with party
being dissatisfied, there would be the same room for a second
reconsideration, and where would it end.

And further this deponent says not. Major B. Hoge

James H. Hoge being sworn deposes and says.

Question by complainant. Have you as one of the arbitrators ap-
pointed by articles of agreement between John H. Howe, Sam-
uel B. & James Hoge refused to complete your award? and
if so when? Ans. We went through as I thought answering to
the article, except as to valuing the land. We did not value the
land because David Hoge was not satisfied with the way it was
done, that is with the way the land were run. Division by same.
Did you refuse to proceed to value the land and say what propo-
tion said party was to pay on account of David Hoge's expressed dis-
satisfaction with the account you had made. Ans. Yes, we did.
I see by apt. When you present when the article of agreement was
made and asked the 16th day of April 1841 and signed by David H.
Hoge for H. H. Howe and James Hoge, was executed, and did he D.
Howe acknowledge it to be his act and deed. Ans. I was present
and I think he D. Howe did acknowledge it to be his act and deed.
I see by the same. Did the Compt. H. H. Howe at the time said
article was executed object to the apt. James Hoge signing it,
upon the ground as he H. H. Howe alleged, that the said James
Hoge was not a party to the contract? Ans. I do not mind say-
ing anything about that, there was something said about it, but
I do not recollect what. I see by same. When, where and under
what circumstances did the meeting of you and the other
commissioners take place, when this part of the business you
speak of was done? Ans. We met at Major Howe's to ascertain
according to the article, having been notified by Major Howe
to meet on that day, the papers I think were at Major Howe's.
I may have taken some papers with me sent by Major Howe
but I do not recollect that David Hoge, I see by the same. Did you
and the other commissioners present James Hoge as David

Q. No, with any report of what you there did?
 Ans. We did not, the report was sent to Major Howe.
 Q. Was by the same? Was the Capt. James Hoge or David H.
 Hoge any notice of the time and place of meeting at Ma-
 jor Kent's room before the report was made?
 Ans. I do not know whether they had or not. I gave them
 no notice, and the other commissioners gave none that
 I know of. Q. Was by the same, sometime previous to the
 meeting at Major Kent's did you and the other commissioners
 view any part of this land? and how much? Ans. We did
 go over the land, how much I cannot tell, perhaps some
 400 or 500 acres. Q. Was by the same, did you the commissioners
 not then come to the conclusion and as said in the process
 of the parties, the complaint in D. Howe and Depts James Hoge,
 and David H. Hoge that it was impossible to give upon this re-
 vision of the land correctly, without a connected plat of the
 3000 acre tract and the kind of soil Hoge & in D. Howe?
 Ans. There might have been something said, but I do not
 recollect that there was. Q. Was by the same, did not you
 the commissioners that evening agree that Major Kent should
 make a connected plat of said land, and did not Major
 Kent agree that he would do so? and did he not get the Hoge
 title papers and those of the Complaint in D. Howe, he having
 in the surveyor's office the plat of the 3000 acre survey, and
 go on and make the said plat before you met again or
 did any thing more? Ans. We did agree that Major Kent
 should make said plat, and Major Kent agreed to make
 the plat, he, Major Kent did get the papers refused to above.
 and it was agreed that Major Kent should make a plat be-
 fore we met again. He did try to make a plat, but did
 not do it. Q. Was by the same, Were the Capt James Hoge and
 David H. Hoge and Complaint in D. Howe present at the time
 that you the commissioners agreed that Major Kent should
 make the said plat, and have it ready when you met again.
 Ans. I think they were present. Q. Was by the same, did not you
 the commissioners then leave the parties under that agree-
 ment? Ans. Yes, we did. Q. Was by the same, did not Capt
 James Hoge afterwards ask you when you would be re-
 dy to make the division? if so, what was your answer?
 Ans. I do not remember precisely about that. Q. Was by
 the same, Had you the commissioners such a connected
 plat as Major Kent was to have made, before you, at the
 time of the meeting at Major Kent's above alluded to, or
 any other instance to guide you, except a survey or plat
 purporting to be a survey of the D. Howe land by Mr. Carson
 surveyor of Pulaski County.

Ans. We had no plat by Major Kent, and we had no plat
 except that purporting to have been made by Mr. Beardsall.
 Q. Was by the same, You say in one of your answers above that
 Major Kent attempted to make a plat, but did not do it, did
 you or the other commissioners at any time before your meeting
 at Major Kent's give notice to the Capt James Hoge and David Hoge
 or the Complaint in D. Howe of Major Kent's failure to make the plat he
 had agreed to make as above report to? Ans. I did not, I do not know
 what the other commissioners did, I do not suppose they did.
 Q. Was by the same, did not you and the other commissioners at
 the meeting at Major Kent's, request Capt James Hoge to have
 a connected plat of his land with the tract of 3000 acres made
 as that you might go on and make the division correctly?
 Ans. I do not recollect about that. Q. Was by the same, did not you
 and the other commissioners agree that if the Complaint in D. Howe
 would give up all the papers in his possession, so as to enable you
 to do so, that you would go on with the best lights you had, to com-
 plete and complete the business correctly? Ans. Yes, I think we
 did agree in that way, in D. Howe refused to give up all the papers.
 thereupon we refused doing any thing farther in it.
 Q. Was by the same, did not Complaint in D. Howe meet you at Major
 Kent's, and appoint another meeting of the commissioners, and did
 you not then inform him that you would do nothing more unless
 he would give up all the papers? Ans. I met Major Howe at Major
 Kent's, and there was a day appointed to meet at Major Taylor's,
 and after we left Major Kent's, and had expected the same Major Howe
 recommended that he would not have a meeting on the day set,
 and said that he would write to the other commissioners that there
 would be no meeting. I do not recollect saying any thing to Major
 Howe at that time about our not doing any thing unless he gave
 up all the papers. Q. Was by the same, did not you and the other com-
 missioners inform the Complaint in D. Howe that if he would give up
 the papers in his possession, to enable you to do so, that you would
 go on and complete the business, but that if he would not, that
 you would do nothing more in the business? Ans. I think we
 did refuse doing any thing more in the business, unless all the
 papers were given up. The papers were not given up to us, and we
 did nothing more in the business. Q. Was by the same, do you know
 the cause of Major Kent's not attending the meeting appointed at
 Isaac Anderson's by Major Howe? Ans. I do not know the cause.
 Q. Was by the same, do you recollect when speaking of the plat which
 was present at the meeting at Mr. Anderson's that there was some
 doubt as to their authority, whereupon Major Taylor proposed that
 if the Capt James Hoge and the Complaint in D. Howe would furnish
 him with the papers necessary, that he would get Mr. Anderson
 to make such a connected plat as would enable the commissioners

to go on and complete the business. And there was some such talk, but I do not know whether Major Taylor was furnished with the papers or not. I did not see him get them. Ques by the same. Did not the complaint in Ottawa then admit that the plot was made by the Commissioner? Ans. I do not know whether he did or not. Ques by the same. Did not Major Taylor then and there tell complaint in Ottawa that if he would give up the papers, that they, the commissioners would do the business for which they were appointed? And did not Major Howe then refuse to do so? Ans. I do not recollect that Major Taylor did make the proposition to Major Howe, Major Howe refused to give up the articles. Ques by the same. Have you not heard Major Howe say that he would hold to all advantages which he has gotten by this report made by the commissioners at their meeting at Major Hunt? Ans. I do not hear Major Howe say any thing about advantages, but I heard him say that he would hold to all the lands the commissioners had given him as the land was laid off. Ques by the same. Did not complaint in Ottawa get you without the knowledge of the Capt. S. Hoge or David H. Hoge to go on what he said was this 3000 acre survey, and get you to view it, and see, and you and the other commissioners to decide from information to be given by you the witness respecting this land? Ans. In Ottawa got me to go and look at land, but we did not value any land, and did not know whether we were on the 3000 acre survey or not, I do not know whether the defendant referred to know it or not, Major Howe did say something about my seeing the land and that I could tell the other commissioners the situation of it, and I told Major Howe that I thought the commissioners would not decide from what I would say, but that they must see for themselves. Major Howe said that the commissioners might decide by what I would tell them about the land, but I thought not. The taking of the above deposition is adjourned until Monday the 19th. But at 10 O'clock it is. Monday June 19th. The taking of the above deposition was resumed pursuant to adjournment, Haarnord's former deposition continued, Question by complainant, when the arbitrator separated at John D. Howe's after viewing the land was it not understood, & did not defendant James & David H. Hoge who were present know that the arbitrator would proceed to decide without further conference with the parties? Ans. I do not think that any thing was said to the parties about it, nor was any thing said amongst ourselves until we were by ourselves.

Ques by the same. Was there any certain day fixed upon at that time for your meeting at Major Hunt? Ans. I think there was not. Ques by the same. Did either of the parties request that they should be informed of the time of that meeting, was there a word said about notifying any other time? Ans. I do not think there was, there might of been; but I do not recollect it. Ques by the same. Did not Capt. Hoge on that occasion urge upon the arbitrator to decide as soon as possible, and make their report as plain as possible, so that there should be no difficulty in construing it? Ans. I do not remember that he did. Ques by the same. Did not the arbitrator satisfy themselves on that day before they parted what the general course of the decision there should be, so as to give Capt. Howe the land opposite the main body of his own land, and what was that course? Ans. I do not think they did on that day. Ques by the same. What conversation occurred between the arbitrator after leaving Howe on that day upon the subject under their consideration (objected to by the depts) Ans. I do not mind, there was some conversation on the subject, but I do not now remember what it was. Ques by the same. Was there any doubt expressed by anyone except David Hoge as to the correctness of the plot by which the arbitrator made their award? Ans. I do not recollect that there was any other, there might have been, but I do not recollect. Ques by the same. Did David Hoge point out any error in that plot? Ans. I do not recollect that he did, he might have done so, but I do not recollect. Ques by the same. Was there any doubt in your mind as to the correctness of any proposal by either of the other arbitrators, Ans. I do not recollect that any one of the other arbitrators, proposed any doubt, I am in utter ignorance, and know nothing about it. Ques by the same. Was not the alleged error in Cassville's plot the only reason assigned by David Hoge why the arbitrator should reconsider their award? Ans. I do not mind whether it was or not. Ques by the same. What reason did David Hoge assign for wishing a reconsideration, Ans. I think the reason assigned was that the land was not laid off to his mind. Ques by the same. Would you mind the articles of agreement have made any other decision than that contained in your report (objected to by the depts) Ans. I think the decision was made according to the article. Ques by the same. Did you ever request complaint in Ottawa to return the papers to you, that you wished to make a change in the award you had made? Ans. I do not know that David thought that was the request of the commissioners. Ques by the same. What change did they wish to make in it? Ans. They wished the papers given up that they might reconsider their award, to

commit any error that might be in it, and to make another decision if necessary. Thus by the same, did not Compt. Howe repeatedly express his willingness to return the papers to the arbitrators for the purpose of correcting any error that might have been committed in their award? And the Compt. Howe was willing to give up the papers to correct any error in the award they had made, but not to go over it again and make a new award. Thus by the same, did not Saul H. Hoge in fact that the commissioners should take the papers and make a new award? And I do not know whether he did or not. Saul Hoge was not satisfied with the award made and wanted a new one. Thus by the same, Ben have said that after appointing a meeting at May Taylor's House determined as you were returning home that he would not have sent anything & would write to the commissioners to that effect, what were the supposed reasons for that determination? And I do not mind what his reasons were. Thus by the same, did he not say that Saul Hoge was so obstinate that nothing more could be attempted? And He might have said so, if he did. I do not remember it. Thus by the same, Ben have answered the question above as to what James Hoge's position out there in the plot made by Mr. Goodale, and you were in the said plot from the time it was determined to Mr. Howe until the commencement of the negotiations, And I do not mind whether I said or not, I might have said it, but I do not recollect. Thus by the same, Was not one of the objections made by Saul H. Hoge to your proceedings that by the report you made out, you said in said report, that you had copied a survey of the land of Mr. Howe as made by the survey of Putlaski County and thence assumed, that this said copy had amounted to his satisfaction, that it was not true as stated that the survey of Putlaski County had ever been in the hands of Mr. Howe to make a survey of them, and therefore that the said commissioners had been led into an error? And I think he did make that objection. Thus by the same, did not Saul H. Hoge urge as a reason why you the commissioners should reconsider your report that it was impossible for you to decide correctly without a connected plot of this said Saul Hoge's land with the 3000 acre survey and all the land in question? And I think he did. Thus by the same, did not Saul James Hoge furnish a connected plot of his land, with the land in controversy, made by Sam. Vennellin and urge that the commissioners should take that with all other information they could obtain and go on and do the best thing of their own determination, And he said after the report came out and further the report says not.

from and H. H.

People H. Hoge being sworn depositions and say. Question by complainant. For whom did Saul H. H. Hoge say they were acting in the purchase of the 3000 acre survey at the sale of forfeited lands on 11th of March 1880 by commission James C. Hoge? (objected to by respondent.) And I recollect distinctly hearing Saul H. Hoge say that they were acting for the father and I think I heard Saul H. Hoge say the same thing and to him I am not certain. Thus by the same, Was Saul H. Hoge present when James F. Hoge made such declaration? And Yes, he was present. Thus by the same, Were Saul H. and James F. Hoge both acting in the matter? And Yes, they were both taking active part. Question by the same, Whom did you understand James F. Hoge to say was acting with him on that occasion (objected to by respondent.) Answer, I heard James F. Hoge say that he and Saul H. Hoge were acting for their father. Thus by the same, To whom was the tract of 3000 acres sold in that any knocked off by the crisis (objected to by respondent.) And It was knocked off to Hoge, Howe and I think to a company. Thus by the same, Were Saul H. and Saul F. Hoge present when it was so knocked off? And They were close by, James F. Hoge close, and Saul H. Hoge not far off, 10 or 15 steps perhaps. Question by the respondent, Were there not a good deal of confusion and bustle at the sale above alluded to? And There was a good deal of fussing about by the company and a good deal of confusion among the parties and their friends who took an interest in bringing about a compromise. Thus by the same, Were not the Compt. to Howe and the said Saul H. Hoge the only bidders for the land, and was it not knocked off at the price bid by Saul H. Hoge in opposition to that bid by Mr. Howe? And There was no other bidder that I recollect distinctly of, I think it was knocked off as Saul H. Hoge bid. Thus by the same, Who directed the crisis to knock it off to Hoge, Howe & Co.? And I do not know. Thus by the same, Did you not hear Saul H. Hoge say that he had no authority from his father to act for him in the matter? And Yes, I think I did, but he said that he felt it his duty to act for him in his absence, that he thought he did not know of the sale. Thus by the same, did not several other the friends of the parties take an active part in the said transaction as you stated by James F. Hoge? And I do not think they did. Thus by the same, did James F. Hoge as any thing except to manifest an anxiety in the sale and the attempted compromise? And I saw him frequently take Saul H. Hoge to one side and consult with him, and I heard him say that he was determined to have the land let at go at what price it might. Thus by the same, did not several others in the crowd take Saul H. Hoge to one side and consult with him? And Yes they did. Thus by the same, did you hear Saul F. Hoge bid for the land? And I do not recollect that I did. Thus by the complainant. How long was the crying of the sale

suspended after the last bid was made by David H. Hoge until the land was bought off, and what was going on in the interest of Fifteen or twenty minutes. I suppose, or perhaps longer, and during the interval they were haggling about the compromise. Now by the defendants, did you not hear Comptrolr H. Howe say, after the report of the commissioners Taylor and others was made, that he would take all advantages that he could hold to by that report, or words to that amount (objected to by the complainant) And I do not think I heard any thing to that amount, and further this defendant says not. Joseph H. Brown being sworn deponee and says
 Now by Comptrolr. By whom was that portion of the purchase money of the 3000 acres sworn sold by you on the 4th of March 1841 which the law requires to be paid in hand, paid to you and when? And my recollection is not accurate, but I think it was paid by Genl James Hoge and I recollect that I paid to Genl Hoge the charge in money, the time was at the April Court next following the sale of the land, as I think. Now by the same, did Genl Hoge at that time speak of any advantage meant to be made by him for the payment of the balance when it should fall due? And he did not. Now by the same, did he at any other time? And after the bond became due Genl Hoge asked me if a check on Richmond would do as a payment of it. I told him I thought the law required payment to be made to me, he then said he was going to Richmond with his cattle and that he would arrange the payment upon his return. Now by the same, did you represent to any person whatever on the day of the sale of the 3000 acres that it had been patented in the name of Samuel McQuinn? And I made no representations at all about it. Testimony by the same. Who were reported to you by your clerk as the purchasers of that tract of land (objected to by the defendants) And Genl Graham the clerk reported the names of Hoge, Howe & Co on a scrap of paper as the purchasers. I reported the same upon a consultation with Mr. McQuinn the law being present as the purchaser of David H. Hoge, the clerk saying that he was the last and best bid, I myself was not in the street at the time the land was bid off, and hence as showing of the contract or understanding between the parties, Hoge, J. H. Howe and David H. Hoge. Now by the defendants, when that portion of the purchase money was paid to you as the advance payment, did you execute a receipt for the same and to whom and you execute said receipt? And I replied to by the complainant) And I suppose I did execute a receipt, I do not recollect it. Now by the same, when and the bond for the balance of the purchase money became due, and was not James Hoge the security on the said bond (objected to

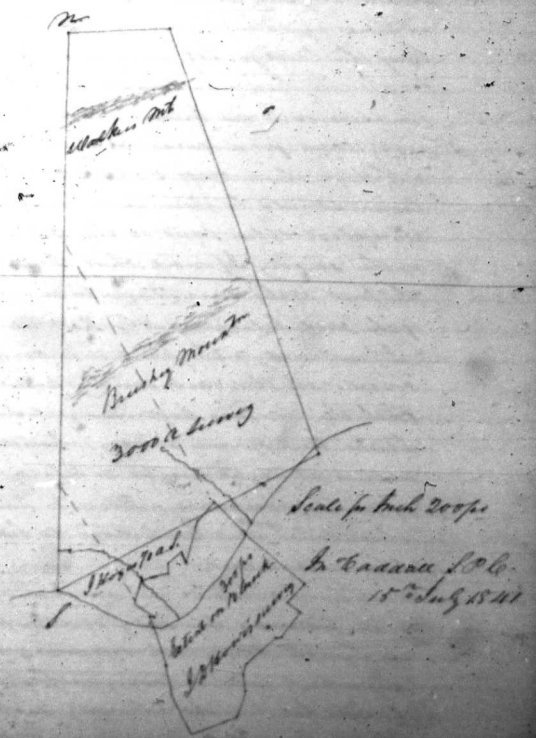
by the complainant) And the bond for the balance was made payable twelve months after date, dated on the day of sale, I think, Genl James Hoge was the security on the bond, Now by the same, was not the sale of the said land made under your report to the Superior Court and is this paper, I now show you marked V X a copy of the said report issued when the said land was sold? And the sale of the land was made under an order of the Superior Court from a report made by myself to the said Court, and the paper marked V X is a copy of the said report, And further this defendant says not.

L. H. Brown

The several depositions above, taken on the 17th June were sworn to and subscribed on that day before me with the exception of Hannon Lifford, that witness was sworn on that day and deposed up to the hour of adjournment, said witness completed his deposition on the 19th June and submitted it, the remaining depositions were sworn to and submitted before me this 19th day of June 1843

Joseph C. Logan M.C.C.

The following is a copy of the plat marked V X and referred to in John Cassatt's deposition.



The following is a copy of the statement made by myself to in John Caswell's deposition.

Being called on by Mr John & Horne for a statement in regard to a contract or agreement between himself, Samuel H. & H. Hoge for the purchase & purchase of a certain tract of land lying on the Little Pencil & Waller's mountains which was sold at the March Court for taxes due thereon, I was present at the sale and finding the above named persons bidding against each other for the land and what I thought a high price for it, I said to Mr Horne that he had better have an interview with the Mr Hoge and agree to have the land knocked off and divide it to suit themselves as it suited them both equally well. He (Horne) requested me to go to Mr Hoge and propose such a compromise to him, I went to Mr Hoge and made the proposition that the land should be knocked off to the parties bidding jointly and that each one should have the land opposite to and adjoining his own land. Mr Hoge replied saying that his father owned a piece of land lying between May's Horn's land and the Big survey, which would probably create a difficulty in making a division, saying at the same time there were other difficulties in the way. They however finally agreed as I understood to have the land jointly and each one to take the part adjoining & opposite his own land. The question then arose how should the division lines be run so as best to effect that object. Several plans for a division were then proposed and rejected. Mr Hoge then called on one among others to say how the land should be run in order to a fair division, giving me the extent of his land on the Big survey - In looking at a plat of the survey I found that the line of the Big survey along the foot of the mountain to be a direct line the whole extent of the said belonging Hoge & Horne on both sides.

I proposed to the parties to commence at Horne's upper corner on the said survey and run a line at right angles with the line beginning at S. Barger's old mill at S. & S. B. line of said survey, thence from Horne's lower corner a line at right angles as before said the Big survey to the opposite boundary, Horne to have the land embraced by these lines and said Hoge to have the portions lying above and below.

John Caswell

15th May 1848

The following is a copy of the report made by myself to in Lynch & Horner's deposition
saying I received communication of delinquent & forfeited lands for Pulaski County respectfully begs leave to report that after diligent enquiry, from every source whence

information on the subject of the communication might be derived he has only been able to ascertain that there are no ~~two~~ tracts of forfeited and delinquent lands in this County One containing 3000 acres and one containing 2000 acres lying North East from the Court House. These lands are a few cuts in the are more valuable than ordinary mountain land in the County being worth five or six cents per acre. These lands were surveyed on the 6th and 7th of June 1847 for Samuel McConair, and carried into grant as far as your commission has been able to discover, the title still in said McConair or his representatives if he is not living all of which more particularly appear from the plat accompanying this report all of which is respectfully submitted.

L. Horner (Court 1st)

Also by State

L. Horner & Co.

Alfred James Hoge, Daniel H. Hoge, Joseph H. Hoge, William C. Hoge, and Lynch & Horner. Please take notice, That on Friday the 4th day of July 1848, at the Court House of Pulaski County, State of Virginia, I shall proceed to take the depositions of John McConair and others, and on Monday the 17th day of July 1848 at the Bar Tavern in the City of Richmond and State of Virginia, I shall proceed to take the depositions of Nathaniel Rice and others which depositions (when taken) are to be read as evidence in a certain suit now depending in the Circuit Superior Court of Law and Chancery for Pulaski County, in which said Sam. plaintiff and you are defendants. If from any cause the taking of the depositions is not completed on the day above named, the taking will be continued from day to day until they are completed.

John & Horner.

Pulaski County to wit:

This day James McShurtas deputy for John C. Lewis Shiff of Pulaski County personally appeared before me a justice of the peace for said County and made oath that he acknowledged to Samuel Hoge, Joseph H. Hoge, Wm C. Hoge and Lynch & Horner a true copy of the above writ, given under my hand and seal this 6th day of July 1848.

A. C. Shiffelord J. P.

Alfred James Hoge, Daniel H. Hoge, Joseph H. Hoge, William C. Hoge, and Lynch & Horner. Please take notice, That on Friday the 4th day of July 1848 at the Court House of Pulaski County, State of Virginia, I shall proceed to take the depositions of John McConair and others, and on Monday the 17th day of July 1848 at the Bar Tavern, in the City of Richmond and State of Virginia, I shall proceed to take the depositions of Nathaniel Rice and others, which depositions (when taken) are to be read as evidence in a certain suit now depending in the Circuit Superior Court of Law and Chancery for Pulaski County, in which said S.

and plaintiff and you are defendants. I perform any cause the taking of the deposition is not completed on the days a fore named, the taking will be continued from day to day until they are completed. John D. Howe.

After finding to wit

This day James Drury personally appeared before the subscriber a Justice of the Peace in & for said County & made oath that on this day he delivered to Daniel H. Hoge within named a true copy of the within notice, bearing under my hand this 27th day of June 1843

Saml D French JP

At the Bell Tavern City of Richmond, to wit

This day, the witnesses, whose depositions are to be taken in pursuance of the annexed notice, not appearing, the taking of the said depositions is continued until tomorrow at the same time & place specified in the said notices. Present H. A. Washington Counsel for the Plff. & H. H. Hoge for the Def. 17th 1843

July 8th 1843 This day the taking of depositions as aforesaid was again continued for the same cause, the witnesses being sick, and on the 19th 20th and 21st days of July 1843 the taking of depositions as aforesaid was also continued for the same cause as above stated

B. D. Howe JP & H. H. Hoge

The deposition of Nathaniel Rice taken before me Henry B. Warner a Notary Public, for the City of Richmond & County of Henrico, duly commissioned & qualified on the 22nd day of July 1843 at the Court of Genl. Wm. Perry, on the City of Richmond to which place the taking of the said deposition was removed by and with the consent of the said Daniel H. Hoge attorney for himself and the other defendants, to be read as evidence in a certain suit now depending in the Circuit Superior Court of Law & Chancery for Pulaski County on which John D. Howe is Plff. and James Hoge, Daniel H. Hoge, Joseph H. Hoge & Wm. Hoge and Lynch H. Hoge are defendants taken at instance of said Plff. The deposition of Nathaniel Rice having been first sworn to the City of Washington as follows:

Ques. By Plff. counsel, Please state if you can, how many children Zachariah Rowland left? Ans. He left five of them. Ques. By Plff. counsel, Can you say whether any of these children, the three youngest are now living, or the ascendants of any of them? Ans. There was one living some years ago, I am settled that he is not living, but he left a child, a son who was living a few years since, I think about five years since, and I have never heard of his death. Ques. By Plff. counsel, Please tell whether Mr. James Hoge acted upon you about a year since to negotiate with you, in reference to the title, which you

were supposed to hold in certain lands lying in the Counties of Pulaski & Bates Mo? Ans. He did. Ques. By Plff. counsel, Please state what representations he made to you, in reference to those lands, at that time, Ans. He represented that the lands would be of no value to any one but himself, they were situated, and we boys the would give me fifty dollars for them. Mr. Hoge urged me to close the bargain at once but I did not wish to do so, He said he was anxious to close it on account of his leaving the place, I wished to put it off to consult some friends, but was peculiarly situated at that time and could not. I asked him if I could not redeem the land then, as it had been sold for taxes, His reply was that the time had expired & that it could not be redeemed. Ques. By Plff. counsel, Had you any personal knowledge, in reference to the condition in which these lands were placed, or in reference to their value? Ans. None in the world, never heard of them. Ques. By Plff. counsel, Did you not rely exclusively on the representations made by Mr. Hoge in the sale of these lands? Ans. I did rely entirely upon them. Ques. By Plff. counsel, Was he very urgent in pressing upon you an immediate sale? Ans. Yes so. Ques. By Plff. counsel, Did he make any representation to you, in reference to the necessity of procuring an act of the Legislature, before these lands could be redeemed? or of any other representation? Ans. No he did not, but I can't recollect distinctly what they were. Ques. By Plff. counsel, Were you not induced by these representations of Mr. Hoge, to sell these lands, at a price much lower than you would now be willing to sell them with your present information concerning them? Ans. Yes, I was. Ques. By Plff. counsel, Did Mr. Hoge, who represented the other Plffs, did you & the said James Hoge, at the time attended to, close a trade for the said lands, on the first day he spoke to you in relation thereto, or did you take time to consult with a friend? Ans. It was not much the first day, but I did not confer with any friend. Ques. By Plff. counsel, Did you not inform Mr. Hoge on the said first day that you wished to consult with a friend and did he not consent to delay, for you to do so? Ans. I did as I mentioned & he did so accordingly. Ques. By Plff. counsel, Did not the said James Hoge give you a copy of a report made by a Commissioner of Pulaski County, containing an estimate of the value of said lands, by the said Commissioner? Ans. He did so. Ques. By Plff. counsel, Did you not see the said lands at the time at which it was estimated by the said Commissioner? Ans. I can not state positively, I kept the report, but was not to see, and then I sold him the land. Ques. By Plff. counsel, How long since you were married to Mr. Hoge? Ans. About 20 years since we were married & he is still living. Ques. By Plff. counsel, Did you understand the nature of the object of this Commissioner's report presented to you by

Mr. Hoge. Ans. As we said yesterday I said, June 11th they came. Well, or were you not, in any wise influenced, in the price at which you sold the said lands, by anything contained in that report, or did you rely exclusively upon the report in selling the said lands? Ans. I relied exclusively upon the report made to me by Hoge. Ques. & they said, did not the said James Hoge ask you to show that report to your friend & you said you would? Ans. He did not ask me to do so that I recollect, but I told him I would, and he made no objection. Ques. 7th By same Hoge said James Hoge told you the said land was not worth more than fifty dollars & that nobody would give more for it, did he not give you one hundred & fifty dollars for it? Ans. He did. Ques. 8th By same. For whom was the said James Hoge say he was purchasing the land? Ans. For himself, I think, to give his son or sons a vote. And further this deponent stick not.

Catherine New

By the consent of Daniel S. Hoge acting for himself and on behalf of James Hoge, Son of Hoge, William Hoge & signed & sworn (in order to save time & trouble) the deposition of Samuel Clark (whose deposition it was intended by the Wife aforesaid to take at this time) taken the 11th of July 1843 at the House of Seps. Hoge on the City of Richmond, but informally, together with the depositions of Seps. Hoge & others is to be read as evidence in this suit, along with the deposition of Catherine New aforesaid as if the said deposition of the said Clark were now fully, formally & legally taken. As witness the hand of the said D. S. Hoge this 22nd day of July 1843

D. S. Hoge

State of Virginia to wit, In testimony of the continuance aforesaid, of the taking of the foregoing deposition as aforesaid of the said deponent of the said Clark & to change the place of taking the said deposition, and of the said deposition being otherwise and legally taken, in pursuance of the aforesaid notice & as in testimony of the assent of the said Daniel S. Hoge for himself & the other deponents that the deposition of Samuel Clark taken as aforesaid should be read as evidence along with the deposition of Catherine New aforesaid, I have hereunto set my hand and affixed my seal this the 22nd day of July 1843

A. B. Hoge

The deposition of Samuel Clark taken at the Court room on the City of Richmond on the 13th day of August 1844 before one of the Commissioners in Chancery for the County Court of Henrico to be read as evidence in a suit depending and continuing in the Circuit Superior Court of Law and Chancery for the County of Pulaski, on the Chancery side thereof, in which John D. Hoge is plaintiff and James Hoge and others

are defendants. The said deponent being duly sworn according to oath in answer to the following interrogatories. Ques. 1st By self. Where you present during a commission between James Hoge and Mrs. Catherine New relation to the sale by the commissioners of forfeited & delinquent lands of a tract of 3000 acres of mountain land lying in the County of Pulaski, Henrico. I was present during the commission referred to. Ques. 2nd By same. Did Hoge say who purchased that land when sold by the commissioners? and for whom was the purchase made? Ans. He did not say who bought it, but said that he wanted to buy it from Mrs. New to give his sons a vote, he did not say for whom the purchase was made. Ques. 3rd By same. Do you know whether or not that Daniel S. Hoge was acting as the agent of General Hoge in purchasing the land in question? Ans. I do not. And further this deponent saith not.

Samuel Clark

In testimony of the taking of the foregoing deposition of Samuel Clark, I have hereunto set my hand on the City of Richmond on this 13th day of August 1844

John D. Hoge

in Chancery, County Court of Henrico

To John D. Hoge

Please take notice that on Tuesday the 11th day of July 1843 at the House of Seps. Hoge on the City of Richmond Va. we went to take the depositions of the said Seps. Hoge and others which depositions (when taken) are to be read as evidence in a certain suit now depending and continuing in the Circuit Superior Court of Law & Chancery for the County of Pulaski, on the Chancery side of said Court, in which said suit you are Plaintiff and we & others are defendants. If from any cause the said depositions should not be taken on that day, the taking the same will be continued from day to day, Sunday excepted, until they are taken. You can attend if you think proper.

June 11th 1843

Pulaski County to wit:

James P.

Joseph S. Hoge

William H. Hoge

This day James M. Smith personally appeared before me a Justice of the Peace for said County and made oath that he delivered to John D. Hoge a true copy of the above notice. Given under my hand this 14th day of June 1843.

David T. Hoge

The depositions of Seps. Hoge and others taken before me Philip M. Smith a Notary Public in and for the City of Richmond, duly appointed and commissioned this 11th day of July in the year 1843 at the House of Seps. Hoge in the said City, pursuant to and in conformity with the notice hereto annexed, to be read as evidence in a certain suit now depending and continuing in the Circuit Superior Court of Law & Chancery for the County of Pulaski, on the Chancery side

of said tract in which said John & Howe is plaintiff and Joseph S. Hoge and William Hoge and others are defendants. The said James McNeill being first duly sworn by me deponent & truth in answer to the following interrogatories as follows. Question 1st by the defendant. Do you the deponent of Public accounts for the State of Virginia? Answer I am. Question 2nd by the same. Is there a survey of three thousand and of four acres in the County of Pulaski formerly Montgomery and partly in Giles County returned and entered in the name of Samuel McNeill, or Nathaniel, or Zachariah Rowland? Answer I am, the examination this morning at the request of John Hoge, but could find no such survey returned as defendant in the name of Samuel McNeill or Zachariah Rowland. I did not examine for the name of Nathaniel. I will further state that I have in my hand the report of Joseph Henson (Commissioner of forfeited and delinquent lands) for the County of Pulaski, from which it appears that he sold a tract of three thousand acres in the name of Samuel McNeill on the fourth of March 1861 and that David S. Hoge was the purchaser for three thousand acre tract was omitted, or forfeited omitted land, and not delinquent land. It should have been sold as forfeited omitted land but the Commission did not state in his report that it was forfeited and delinquent land. The tract was sold for the sum of Four Hundred and Fifty dollars, one fourth of which, one hundred and fourteen dollars was paid down. I examined the register's office at the request of John & Howe and ascertained that although this tract was surveyed in the name of McNeill, it was, in fact, patented to Rowland, having been assigned to him, and for this deponent saith not. Jas McNeill Atd.

The said J. H. H. having been first duly sworn by me deponent and truth in answer to the following interrogatories as follows. Question by the defendant. Do you know Zachariah Rowland, and is the said Rowland now dead? Answer I know Zachariah Rowland for a great many years. He has been dead a great many years. Question 2nd by the same. Do you know Mrs. Catherine Rice and is Mrs. Rice the daughter of Zachariah Rowland? Answer I know Mrs. Rice, she was the last first, then the wife, and I always understood was the daughter of Zachariah Rowland. Question 3rd by the same. How long since Mrs. Rice was married to Matthew S. Rice, and is Matthew S. Rice now living. Answer I can't tell, I have not heard Matthew S. Rice much. Question 4th by A. A. Washburn, Esq. counsel for the Plffs. Do you say whether Mrs. Catherine Rice is the only daughter of Zachariah Rowland? Answer I can't say. Question 5th by the same. Can you say whether Zachariah Rowland had any sons, how many and

whether they, or either of them, or any of their descendants are now living. Answer He had but one son that I remember, or was heard of. He died many years ago, and was never married. And further this deponent saith not. J. H. H.

The said Samuel Rice being first duly sworn by me deponent and truth as follows.

Question by A. A. Washburn Esq. counsel for the Plaintiff. Question 1st Do Mrs. Catherine Rice have another? Answer No, I have always understood so. Question 2nd by the same Can you say whether she has, or now has any brothers? Answer No, she has two brothers, both of whom, I believe, are now dead. Question 3rd by the same. Can you say whether either of them was married, or if so, whether he left children? Answer I have always understood that one of them who moved to the West was married & that he left children. Question 4th by the same. Do you know any thing in reference to the purchase of a tract of land lying in Pulaski and Giles Counties, by J. Hoge from Matthew S. Rice & wife. Answer No, I believe I do, as long as I can recollect it was toward the latter part of March 1861. Zachariah Rowan came into my house and requested me to go into his brother Sam where Mr. Hoge was, as he wished to see me on some business that might be beneficial to my mother & wished that I would go as soon as I could conveniently. In the course of fifteen or twenty minutes the same request was again made of me to go. I went in a short time & was introduced to Mr. Hoge through Mr. Rowan. He asked one of my mother was the daughter of Zachariah Rowland. I replied No. He then asked me if he could see my mother is, or, from searching the record he had every reason to believe she was the lawful heir of a tract of land that had been sold as delinquent land. I carried him in to see my mother. He then proposed to buy the tract of land & to give her for it, one Hundred and fifty dollars, but no other person would give fifty dollars for it, and assured her that it was a very high price for it, and that he thought it very doubtful whether he could recover it or not, but that he wished to petition the Legislature to grant him the privilege of redeeming it. My mother sold it to him, believing from the statement of John Hoge that the land was worth no more than he represented it to be, which he assured her was the fact, & that no one would give her fifty dollars for it. I did not know it was bought by Matthew S. Rice & wife some years since land was owned by. My mother asked Mr. Hoge what was the best the land sold for when sold for tax, he answered some trifling sum. Question by the defendant. Did the Mr. Hoge intend to buy you the purchase, tell you, or your mother, for whom he was purchasing the said land? Answer No, he said he was purchasing it for his own use with the view of giving them a purchase. Question 2nd by the same. Did not the said Mr. Hoge on the day of the said purchase

your mother gave her a copy of a report of the commis-
sioners appointed & assigned lands for Pulaski County,
containing an estimate of the value of the said land by
the said commissioners, and did she not keep the said report
until she died, say, in order to consult with a friend?
Answer I cannot say, I heard him say something about
a report, but whether he gave it to my mother or not I do
not know. Question by the Plaintiff Counsel Question Is
this a copy of the report just alluded to, given to yourself?
Answer No, and further this deponent says not.

Samuel Clark.

(City of Richmond is wit.)

I Philip M Tabb a Notary Public au-
thorized and qualified as such, certify that the
following depositions of James H. Heath, Jesse H. H. and Sam-
uel Clark were taken, sworn to and subscribed before me, and
in my presence at the house of the said Jesse H. in the said
City at the time and in the manner therein set forth.

In testimony whereof I do hereunto set my hand and note
my seal of office this 11th day of July in the year 1843

Philip M Tabb Notary Public

Exhibit The depositions of Levi Permittion and others taken
on Friday the 11th day of August 1843 at the Clerk's Office
of Pulaski County Court at be was as evidence in a certain suit
depending in the Circuit Superior Court of Law and Chancery
for Pulaski County on the Chancery side of said Court between
John H. Stone plaintiff and James H. H. and Daniel H. H. and
others defendants; agreeably to a notice given by the defendants
to the plaintiff bearing date August 7th 1843

Levi Permittion being first duly sworn deposes and says
Question by the defendants. Was this plot marked B.B. and
more before you made it by you? and if so from what measure
did you make it? Answer The plot was made by me. I made
it agreeably to a statement appeared to the said plot except
that I commenced at the corner of the big survey above Chap-
pin Baugher's old mill place, and ran to the beginning cor-
ner of the 7th acre survey; and found it to be 7th poles as set
ted in said aforesaid statement. True by the same. Did you
not also about the same time make a copy of the said plot
on a smaller scale? Answer I did make a plot on a smaller
scale, but made it before I made the one referred to above.
True by the same. Is this plot marked B.B. and was before
you the said plot made on a smaller scale? Answer Yes.
True by the same. Was any alteration here made on the plot
marked B.B. since making of the one marked B.B.
Answer I can the time beginning at the corner which is one

corner from the point at which the 7th acre survey begins, the
survey of 305 acres and is marked on said plot as bearing
N 32° W. Black, down said line by the probator, I did not
survey it. This was done some five weeks since. True by the same.
What is the distance from this corner where you commenced
this line described above through the 305 acre survey and the
7th acre survey before it reaches the 305 acre survey? Answer The
distance is 82 poles, agreeably to the way in which I plotted it,
of which 67 poles are through the 305 acre survey and 15 poles
through the 7th acre survey. True by the same. Do you believe
the plot mentioned above to be correctly made? Answer As far as
the course furnished me would permit, there appeared to
be some little error in a line or two of the 305 acre survey.
True by the same. Do you believe that a correct connected plot
could be made of these lands and the lands of John H. Stone with
the 305 acre survey without going on the ground and measur-
ing to see where the 7th acre survey should be attached to
the 305 acre survey as you did before you made the plot?
Answered to by the complainant. Answer I could not have connected
them from the course furnished me without going on the
land and measuring some lines in order to connect them,
which I did. And further this deponent says not.

Levi Permittion

Robert H. Gray being first duly sworn deposes and says
Question by the defendants. Are you acquainted with the hand
writing of Joseph A. Currier? Answer Yes I am. True by the same.
Is the paper now shown you marked with X signed J. A. Currier
Com^r 1st dated March 4th 1841 which purport to be a receipt
from J. A. Currier to Daniel H. H. for the fourth part of the
purchase money of the land in controversy in the hand writing
of the said J. A. Currier? Answer I believe it to be in J. A. Currier's
hand writing. And further this deponent says not.

Robert H. Gray

The above depositions were sworn to and subscribed this 11th
day of August 1843 before me Joseph A. Hagan Notary Public

The following is a copy of the connected plot and report made
under the name at the September term 1843 (see over)

platt for want of room, it should stand north of R and extend
by T to U and thence the line to the beginning. A diagram
of which is shown entire by the black line Fig 8 beginning at
W thence to X then to Y and by W to the beginning. The location of the
road or 25th acre tract which is to be decided between the parties
seems to have been hit exactly immediately at the time of returning
into the country (Fig 1) that its line should extend out at right
angles from the survey line of the land to be represented, but
when connected and laid down presents a more oblique
position. Therefore at the request of James Hoge land owner
the parties have the first paper, through the eastern end of
said Hoge tract of 305 acres Fig 2nd and also a portion of the
plaintiff's tract of 583 acres Fig 2nd the dotted line passing
through the mean body of the land, belonging to the adjoining
parties are only laid down in order to indicate as nearly as
possible the advantages & disadvantages that will result to the
parties when approaching the land in controversy for instance
the division line dividing the plaintiff's tract of 583 acres
Fig 2nd from the defendant's tract of 305 acres Fig 3rd which
line extends first at 25 N 98 E poles thence at 15 N 72 poles and
at 14 N 114 poles to then the dotted line from (A to B) and to B the
intersection with the land in controversy at 8 N with leave the
parties marked D in the whole containing 57 acres & 3 rods,
not represented by said line of defendant's tract of 305 acres
Fig 3rd and also cuts off an angle of the plaintiff's tract Fig
2nd of 2 acres and 2 rods marked a not represented and from
B passing to the whole length of the tract of land in controversy
with a slight variation from the dotted line at 5 N 40 E as to give
each party a proportional part of the extreme variation out
of the tract in controversy. And again starting a dotted line at A
passing through a part of the plaintiff's tract Fig 2nd and also
a part of defendant's tract Fig 3rd running at 20 N 88 from D to C
leaving 26 acres of the tract not represented marked E on the
platt (2) acres of the defendant's tract Fig 1 not represented
these dotted lines D to C and C to E laid down with the same view as the
former & as near as possible to correspond with the line run-
ning at 10 N 114 E then proposed to mark off the division
line through the 200 acre tract as required, which is a ft
long first laid off division No 1 beginning at U on the plat the
third corner of said survey a white oak on a narrow high part
of back creek & with a line of the same 142 N 114 poles to B on
the line thence across a laid down at 14 N 1127 poles passing
for the first line of the survey and with it at 18 N 82 poles to a
white oak on the head of the bar opening corner to the second
and with another line thence at 22 N 110 poles passing T to
V the beginning, which division contains 653 acres, then a

vision laid off to be opposite the last of 242 acres Fig 1st
or as near as possible and again for division No 2 starting
at B on the line and coming to division No 1 thence with a
line of the survey at 16 N 112 poles to B on the line and leaving
it and extending with the back line at 15 N 1180 poles passing
to the line of the survey and with the same at 80 N 80 poles
to the point on the said line where the division line No 1 starts
thence and with the said line reversed at 14 N 1127 poles to B
the beginning this division No 2 contains 1145 acres and is laid
down as well as near as possible a practicable the last of
the plaintiff Fig 2 on the plat, and lastly laid off division
No 3 beginning at B on the line and with the same at 16 N 1180
poles to two white oaks and a maple on back creek at the
mouth of a branch half a mile above B Barzui mile & in the
platt thence the black line edged with asparagus and North
1205 poles, passing to a hickory two white oaks, a cypress &
ash on a branch, the beginning corner of said tract and with
the first line of the survey at 18 N 82 poles to the intersection of the
division line No 2 with said line & with said division line re-
versed at 14 N 1180 poles to the beginning, this division contains
33805 74 acres. In making the plat I laid down the back creek
paper through it, without any particular care, therefore it is
liable to be erroneous

March 5th 1848

Philip Lyford

J. B. Barker

John C. Cook
against
James Hoge &
James Hoge &
James Hoge &

Filed at the Court House of Putnam County before the
Judge of the Circuit Superior Court of said County
for said County, on Friday the 21st day of April 1848

Be it remembered that hereof to wit on the 18th
day of October, in the year 1843, came John C. Cook by his attorney, and
sued out of the Clerk of the said Court a writ of habeas corpus and
chancery a writ of habeas corpus against Robert Green, James Albert, Susan
Albert, John Albert, Sarah Albert, Archibald Albert, and Mary Albert.
Children and heirs at law of Agnes Albert and the first last of them
are infants under 21 years of age. James Moore, Robert Chapman &
Mary Green his wife late Mary Green Moore, heirs at law of Elizabeth
Hill late Elizabeth Moore, which writ with the endorsement and re-
turn thereon made, is in the words and figures following: The Court
writ of Habeas Corpus to the Sheriff of Putnam County, Georgia, Return
hereby commands to summon Robert Green, James Albert, Susan
Albert, John Albert, Sarah Albert, Archibald Albert, and Mary
Albert children and heirs at law of Agnes Albert and the first last
of them are infants under 21 years of age, James Moore, Robert
Chapman & Mary Green his wife, late Mary Green Moore, heirs at

Elizabeth with interest to share parties defendants to this bill, and true and perfect answer make on oath to all and singular the allegations herein contained as far by as it again set forth in the form of questions. That your Honor assure that a just and fair division of the said tract of land of 2800 acres be made by commissioners appointed for that purpose by this Honorable Court between your orator and the parties aforesaid according to the respective rights and interests of each taking into view quality as well as quantity, and that your Honor grant unto your orator such other aid and general relief as to equity belongs and the nature of the case may require. May it please your Honor to direct that the business over which the Court of Chancery has jurisdiction.

The following is a copy of what I signed and sealed in the presence of my friends, in the name of Gov. Simon, I John Blair of the County of Montgomery, and state of Virginia being of sound mind and disposing memory, and considering the uncertainty of life, do make and publish this to be my last will and testament.

In the first place I recommend my soul to God, and my body to the earth, to be buried in a decent manner, at the discretion of my friends, and as to the estate which I have disposed of I give and bequeath as follows to wit, I give and bequeath unto my daughter Sarah Bayler, the Widow and let in Christchurch, where she now lives, also one eighth of a debt due me from John Belcher, also one eighth of a tract of land containing 2800 acres being purchased from a deed of trust, to her and her heirs forever. I give and bequeath unto my daughter Mary Andree, the house and lot in Christchurch, where I live now live, also one eighth of a debt due me from John Belcher, also one eighth of a tract of land containing 2800 acres to her and her heirs forever. I also give and bequeath unto Sarah Bayler and Mary Andree the husband and acres of land lying between the fields of Hamilton & Co. to be equally divided between them according to quality & quantity, to them and their heirs forever. I give and bequeath unto my son in law George Doorman, on account of his having heretofore received from me Two Hundred and thirty dollars I give and bequeath unto my daughter Sarah Bayler, the house and of my plantation on Catawba, as it has been divided between the husband and Christiana Latimer, to her and her heirs and among her natural life, and at her death and the death of her husband the husband, to revert back to my heirs. I give and bequeath unto Christiana Latimer one dollar and no more. I give and bequeath unto the children of my deceased daughter Elizabeth the balance of my plantation on Catawba creek, also one eighth part of

a debt due me from John Belcher, also one eighth of a tract of land containing 2800 acres to them and their heirs forever. I give and bequeath unto my daughter Christiana Latimer one hundred acres of land off the upper end of my plantation on Catawba creek, and having an access to the river, and at the water, where water is the most scarce of Hamilton there is a straight line to the mouth of the said river, thence to a watercut on the side of the river, near a large pond, thence with the river to John Doorman's line, should the above boundary be taken more or less than 100 acres the surplus is to be taken off in a square piece next to Doorman's line; also the Carriage machine, also one eighth part of a tract of land containing 2800 acres, also one eighth of a debt due me from John Belcher to her and her heirs forever. I give and bequeath unto my son Robert Blair the balance of all my lands on West creek, near one house and lot in Christchurch, where Hamilton & Co. now live, also two eighths of a tract of land containing 2800 acres, also two eighths of a debt due me from John Belcher, also one negro man named James, one negro woman named Hannah and her child named William, and the furniture and other of the said Hannah, one silver watch, and the house of John Doorman, my young son to live with his wife forever. I give unto James about one acre and no more. I give unto my daughter Christiana Latimer and her children one thousand dollars to be paid to them by my son Robert Blair, the said Christiana to have a child's part to be paid to her at the death of her husband, and her children to receive their part as they become of age or marry. I give and bequeath unto the children of my deceased daughter Elizabeth, Elizabeth, John, William, and also one eighth of a tract of land containing 2800 acres, also one eighth of a debt due me from John Belcher, to them and their heirs forever. It is my will and desire that my sister Janet Blair should have the use of the room in my house together with all my household and kitchen furniture during her natural life, I further desire that my son Robert Blair should support her comfort with all the necessaries of life as long as she lives agreeable to an article of agreement entered into between me, I give and bequeath unto the Trustees of the Board of Education thirty dollars to be paid by my executors out of any money which may be in their hands. I desire that my executors sell to the highest bidder on a credit of six months or longer, if thought best by them the tract of land which the widow Doorman formerly lived, and I further authorize I don't my executors to execute a deed of conveyance to the purchaser, also to make deeds of conveyance to such person or persons to whom I have or may make title of land. And my will and desire that after my death, all my property not here or devised, be sold, and at the death of my sister Janet the property devised to her, be sold, and the money arising from such sale

together with the proceeds of said sale of the land, amounting to
be sold, with what money I may have on hand, and what
may be due me after paying all my just debts, legacies, pen-
sions and legacies, be divided between my children as follows:
to wit: To Robert Blair one tenth, to Sarah Blair one tenth, to
Mary Noble one tenth, to David Bowman one eighth, to the
children of William S. Sattermire, one tenth, to be paid them as
they become of age or marry, to the children of Elizabeth
Mott one tenth, to Agnes Elbert one tenth to her and her chil-
dren after deducting two hundred and fifty eight dollars paid
for James Elbert, to Eliza, Eliza, Eliza & her children one
tenth to be paid them as the \$1000 is received to be paid. To
Sarah Bowman one tenth provided Robert Garrison will standing
among the land this day devised to him & Sarah, to my heirs
possessing to themselves a life estate in it and lastly I do
hereby ordain, constitute and appoint my son or his heirs
or Sattermire and my friend William Mose executor to this
my last will & testament, having revoked all other previous
wills by me made. In witness whereof I have hereunto set
my hand & seal this evening sixth day of June on thousand
eight hundred and thirty six
Signed, sealed & acknowledged as the last will &
testament of John Blair in presence of
John Blair
Robert Blair
Robert Sattermire

The following is a copy of the indented (B) referred to in the fore-
going will.

This indenture made this second day of October in
the year of our Lord one thousand eight hundred and thirty
eight between Abraham Bayler & Jane his wife, Robert Sattermire
& Catharine his wife & William Noble and Mary his wife of the
one part, and John B. Blair of the other part, all of Montgomery
County and State of Virginia, Witnesseth that the said parties
of the first part for and in consideration of the sum of seven hundred
and thirty dollars in hand paid by the said John B. Blair
at or before the execution and delivery of this present (the
receipt whereof is hereby acknowledged) have granted, bargained
and sold, and by these presents do grant, bargain and sell
unto the said John B. Blair & his heirs and assigns all their
interest, right, title, claim and partition in and to a certain
tract or parcel of land lying and being in the County of Montgom-
ery containing being four thousand eight hundred and seven of
land, which said tract is one eighth part, and is the same
land which was bequeathed to Jane Bayler, Catharine Sattermire
and Mary Noble, by their father John Blair in

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ceased, by his last will & testament, which is of record in the
Clerk's office of the County of Montgomery, and which said tract of
land is therein described as a tract of twenty five thousand acres
but the said John Blair in his life time, sold to William Noble
by two hundred acres of a tract of land which is described
in said will, with all and singular the advantages and
appurtenances whatsoever to the said tract of land belonging or
appertaining, to the only proper use and behoof of him the said
John Blair his heirs and assigns forever. To have and to hold the
said interest in said land, with its tenements, hereditaments,
all and singular the premises herein before mentioned, or which
are to be bargained and sold, and every part and parcel thereof,
with every of the right, members and appurtenances unto
the said John B. Blair & his heirs and assigns forever. And the
said parties of the first part for themselves and their heirs, the
said indentured interest with all and singular the premises and
appurtenances before mentioned unto the said John B. Blair &
his heirs and assigns five years from the date of delivery of this
said parties of the first part and their heirs, and of all and every
power of person whatsoever claiming under them, shall, void and
as warrant and forever refused by these presents. In witness whereof
the said Abraham Bayler & Jane his wife, Robert Sattermire & Catharine
his wife & William Noble & Mary his wife have hereunto set
their hands and seals on the day and in the year first above written.
Signed, sealed and acknowledged
Presence of
Indented before signed & acknowledged

Abraham Bayler
Jane Bayler
Robert Sattermire
Catharine Sattermire
Wm Noble
Mary Noble

Montgomery County to
the Robert Garrison and Joseph Sattermire Justices of the Peace in the County
aforesaid, in the State of Virginia, do hereby certify that Jane Bayler
the wife of Abraham Bayler, Catharine Sattermire wife of Robert Sattermire
and Mary Noble the wife of William Noble parties to a certain
and bearing date on the 2nd day of October 1838 and hereunto arrived
at personally appeared before us in our County aforesaid and
being examined by us privately and apart from their husbands
and having the aforesaid fully explained to them, they
the said Jane Bayler, Catharine Sattermire and Mary Noble
acknowledged the same to be their act and deed, and declared
that they had willingly signed, sealed and delivered the same
and that they wished not to retract it, Nor under our hands
and seal this 2nd day of October 1838.

R. Garrison
J. Sattermire

In the clerk's office of said court, do hereby certify that the 2^d day of October 1848, this day of said court and also from Abram Bayler and Sam his wife, Robert Latimer & Catharine his wife and William Nicols and Mary his wife to John L. Reed con- sidered to have been acknowledged by the said Bayler, Latimer and Nicols as their act and deed and with the witnesses then and there admitted to record. R. B. Montague C.

And at another day to wit, At Rules held in the clerk's office of the said Circuit Superior Court of Law and Chancery on the day of June 1848, came the plaintiff by his attorney and sued out a new writ of subpoena against the said defendant, which writ with the return thereon made is in the words and figures following, The Commonwealth of Virginia, To the Sheriff of Prince George County, Greeting, You are hereby commanded to summon John Latimer, Samuel Latimer, Richard Latimer, Catharine Latimer, Sarah Latimer, Washington Latimer and Martha Latimer, children and heirs at law of William Latimer next to the last six of them an infant under 21 years of age to appear at the clerk's office of our said court superior court of law and chancery, holden for Potomac County at the court house on the first Monday in August next to answer a bill in chancery exhibited against them and others by John L. Reed &c. and unless they shall answer the said bill within four months thereafter, the court will take the same for confessed and decree accordingly And thus they shall in no wise avoid under the penalty of \$100. And have them there this writ. Witness William B. Charlton, Clerk of our said Court, at Potomac Court House, the 18th day of June 1848 on the 18th year of the Commonwealth. Wm B Charlton Cl.

Return executed 26th July 1848 on John Latimer by reading &c. having to him an office copy of the within subpoena. James R. Kelly D. P. James R. Kelly D. P.

And at another day to wit, At Rules held in the Clerk's Office of the said Circuit Superior Court of Law and Chancery for said county, came again the plaintiff by his attorney and sued out a new writ of subpoena against the said defendant, which writ with the return thereon made is in the words and figures following, The Commonwealth of Virginia, To the Sheriff of Prince George County, Greeting, You are hereby commanded to summon Sarah B. Albert, an heir of James & Agnes Albert late Agnes Kelton, to appear at the Clerk's Office of our said court superior court of law and chancery, holden for Potomac County at the Court House on the first Monday in February next to answer a bill in chancery exhibited against her and others by John L. Reed, and unless she shall answer the said bill within two months thereafter, the court will

take the same for confessed and decree accordingly And thus they shall in no wise avoid under the penalty of \$100. And have them there this writ. Witness William B. Charlton, Clerk of our said Court, at Potomac Court House, the 31st day of December 1848 on the 18th year of the Commonwealth. Wm B Charlton Cl.

Return. I acknowledge service of the within subpoena, signed 27th Jan^y 1849, at Potomac Court House. John L. Reed.

And at another day to wit, At Rules held in the Clerk's Office of the said Circuit Superior Court of Law and Chancery on the 2^d day of May 1848, came again the plaintiff by his attorney and sued out another new writ of subpoena against the said defendant, which writ with the return thereon made is in the words and figures following, The Commonwealth of Virginia, To the Sheriff of Potomac County, Greeting, You are hereby commanded to summon Robert Reed to appear at the Clerk's Office of our said court superior court of law and chancery, holden for Potomac County at the Court House on the first Monday in June next to answer a bill in chancery exhibited against him and others by John L. Reed &c. and unless he shall answer the said bill within two months thereafter, the court will take the same for confessed and decree accordingly And thus they shall in no wise avoid under the penalty of \$100. And have them there this writ. Witness William B. Charlton, Clerk of our said Court, at Potomac Court House, the 2^d day of May 1848 on the 18th year of the Commonwealth. Wm B Charlton Cl.

Return. I acknowledge service of the within subpoena, signed 2^d May 1848. Robert Reed.

And at another day to wit, At Rules held in the Clerk's Office of the said Circuit Superior Court of Law and Chancery on the 7th day of May 1848, came again the plaintiff by his attorney and sued out a new writ of subpoena against the said defendant, which writ with the return thereon made is in the words and figures following, The Commonwealth of Virginia, To the Sheriff of Potomac County, Greeting, You are hereby commanded to summon James B. Albert one of the heirs at law of Agnes Albert dead to appear at the Clerk's Office of our said court superior court of law and chancery, holden for Potomac County at the Court House on the first Monday in June next to answer a bill in chancery exhibited against him and others by John L. Reed, and unless he shall answer the said bill within two months thereafter, the court will take the same for confessed and decree accordingly And thus they shall in no wise avoid under the penalty of \$100. And have them there this writ. Witness William B. Charlton, Clerk of our said Court, at Potomac Court House, the 7th day of May 1848 on the 18th year of the Commonwealth.

Return. An inhabitant of Botetown & for Myself & the
The second writ last above mentioned is in the force and vig-
our following. The Commonwealth of Virginia to the Sher-
iff of Prince George's County. You are hereby commanded
to summon Samuel Latimer, Delegates Latimer, Sarah Latimer
children & heirs at law of Martha Latimer and to appear at the Clerk's office of
our circuit superior court of law and chancery, before for Potomac County, at the court house on the first Monday in June
next to answer a bill in chancery exhibited against them
and others by John H. Cook, and unless they shall answer the
said bill within two months thereafter the Court will take
the same for confessed and issue accordingly, but that they
shall in no wise come under the penalty of \$100, nor have their
others this writ. Witness William B. Charlton, Clerk of our
said Court, at Potomac County, the 7th day of July 1845
in the 19th year of the Commonwealth

Wm B Charlton Clk

Return. We acknowledge service of the within subpoena

William Latimer

Sarah Latimer

Isaac F. Albert

John B. Albert

Henry D. Albert

Sydney Albert

Elizabeth Albert

The third writ last above mentioned is in the words and
figures following. The Commonwealth of Virginia to the Sher-
iff of Prince George's County. You are hereby commanded
to summon Samuel Latimer, Delegates Latimer, Sarah Latimer
children & heirs at law of Martha Latimer and to appear at the Clerk's office of our circuit superior court of
law and chancery, before for Potomac County, at the Court house
on the first Monday in June next to answer a bill in Chan-
cery exhibited against them and others by John H. Cook, and
unless they shall answer the said bill within two months there-
after, the Court will take the same for confessed and issue ac-
cordingly, but that they shall in no wise come under the
penalty of \$100, nor have their others this writ. Witness
William B. Charlton, Clerk of our said Court, at Potomac County
the 7th day of July 1845 in the 19th year of the Com-
monwealth

Wm B Charlton Clk

Return. We acknowledge service of the within spa-
attest

Christy Latimer

Samuel Latimer

Delegates Latimer

Sarah Latimer

Isaac F. Albert

John B. Albert

Henry D. Albert

Sydney Albert

Elizabeth Albert

And at another day to wit, At this held in the Clerk's office
of the Circuit Superior Court of law and chancery before for the
County of Potomac, on the 7th day of June 1845

John H. Cook

Plff.

against

William Latimer, Isaac F. Albert and, John Latimer, Samuel
Latimer, Delegates Latimer, Sarah Latimer, Washington
Latimer, Isabella Latimer and Martha Latimer children
and heirs at law of Martha Latimer and, the first last petition
are infants under the age of one year of age, Isaac Albert who is
married with William Latimer, Isabella Albert, John B. Albert,
Isaac F. Albert, Henry D. Albert, Sydney Albert and Elizabeth
Albert children and heirs at law of John Albert and, the last
three petition are infants under the age of one year of age, Isaac
Albert and Robert Chapman, and Margaret Anne his wife, late
Margaret Anne Cook, children and heirs at law of Elizabeth
Cook and

Def.

Plaintiff. The Respondent and Isaac, Anne and Robert Chapman
and Mary Anne his wife, late Mary Anne Cook, children
and heirs at law of Elizabeth Cook and, and Isaac Albert, not
having entered their appearance and given security according
to the act of Assembly and the rules of this Court, and it appear-
ing from satisfactory evidence that they are not inhabitants
of this Commonwealth on the return of the plaintiff by his coun-
sel; It is ordered that the said defendants appear here on the
first day of the next term, and answer the bill of the plaintiff,
and that a copy of this order be forthwith recorded in some news-
paper published in this Commonwealth for two months suc-
cessively, and posted at the front door of the Court house of Potomac
County

J. Cook

Test

S. A. Brown D. C.

Proved. Myself the Sheriff to wit

This day Isaac C. Walker made oath
before me a Justice of the Peace for the above county that the annexed
copy of publication has been published for two months successively
in the Mountain View, a news paper published at Lynchburg Va
before me on my hand and seal this 7th day of September 1845

And at another day to wit, At a Circuit Superior Court of law and Chancery held for the County of Pulaski at the Court House on Saturday the 20th day of September 1845.

John R. Reed

against

William Chase and of John Glenn (et al)

Plt

Def

The Court doth appoint Benjamin R. Floyd guardian ad litem for Elizabeth Latimore, Sarah Latimore, Washington Latimore and Martha Latimore children and heirs at law of Martha Latimore dec'd. In R. Albert, Nancy Dotchfield Latimore and many infants under the age of twenty years.

The following is a copy of the answer filed by the said guardian ad litem.

To the Honorable James S. Brown Judge of the Circuit Superior Court of law and Chancery for Pulaski County.

The answer of Elizabeth Latimore, Sarah Latimore, Washington Latimore, Katharine Latimore, Martha Latimore children and heirs at law of Martha Latimore dec'd, John R. Albert, Nancy Dotchfield Latimore and many infants under the age of 21 years by Benjamin R. Floyd their guardian ad litem to a bill filed in this Honorable Court by John R. Reed since against these respondents & others after saying the usual exceptions is said not to contest that your respondents are infants of tender years, and especially not the protection of this Honorable Court whose special province it is to protect their rights. They ask that justice may be done and having fully answered they pray to be dismissed because p. 570. Pulaski County to wit.

This day Benjamin R. Floyd swore oath before the undersigned a Justice of the peace for said County that the foregoing answer is true so far as he knows and believes. Given under my hand this 20th day of Sept 1845

The Clerk of the Court

And at a Circuit Superior Court of law and Chancery held for the County of Pulaski at the Court House on Wednesday the 22nd day of Sept 1845

John R. Reed

vs

It is ordered that this cause be continued until the next term.

And at another day to wit, At a Circuit Superior Court of law and Chancery held for the County of Pulaski at the Court House on Tuesday the 22nd day of September 1845

John R. Reed

Compt.

William Chase and of John Glenn (et al)

Plt

Def

This cause came on to be heard this 22nd day of September 1845 upon the complaint against the said William Chase, the original & supplemental bill, the bill as it was filed and the answer of the infant defendants by Ben R. Floyd their guardian ad litem & was argued by counsel, and it appearing to the Court that the defendants William Chase, John Latimore, Samuel Latimore, Elizabeth Latimore, Jane Albert, William Latimore, Rev. Albert, John R. Albert and Robert Glenn, have been served with the process of subpoena, heretofore awarded upon the filing of the original bill of the Compt. more than two months and they still failing to appear and answer, the said bill as to them is taken for confessed, and it also appearing to the Court that the proof of said prima subsequently awarded upon the filing of the supplemental bill of the Compt. has been made upon Robert Glenn the defendant child more than two months, and still failing to appear & answer the said bill is taken for confessed, and it further appearing to the satisfaction of the Court that the order of publication heretofore awarded against the said respondents has been duly posted & published according to law and they still failing to appear and answer the original bill of the Compt. and the same is taken for confessed as to them, and it appearing to the Court that the Compt. John R. Reed has argued the legal title in the interests of Elizabeth, Nancy & Jane his wife, of Robert Latimore & Katharine his wife, of William Chase & Nancy his wife as co-heirs of John Glenn deceased on the tract of land on the Compt. bill mentioned, by a deed of bargain and sale having date on the 3rd day of October 1838 & that since the institution of this suit the said Compt. has argued the legal title to the interest of Robert Glenn as co-heir of the said John Glenn deceased on the same land by deed of bargain and sale, having date on the 1st day of May, 1845 and the Court being satisfied that the Compt. has now the legal title to the right of the said tract of land, it is therefore adjudged, ordered and decreed that partition of the said tract of land on the bill mentioned be made between the said Compt. and the other parties to this suit, according to their respective rights, and the Court doth appoint William B. Charter, John Barker and Samuel Cory commissioners, whose duty it shall be to go upon the said land and make partition thereof between the said parties, having regard to quantity & quality, and that they report to the said Compt. for his approval, and make report of their proceedings to this Court and this cause is continued until the next term.

The following is a copy of the report made by the commissioners a true record.

John B. Bird

Wm. Bird & Co

The undersigned commissioners appointed by the court in this cause, at a public sale of the land and superior court of law and chancery for Pulaski County, in the year 1846, by leave to report that they have gone upon the land in the said cause mentioned, and have gone upon the following division thereof to wit, Beginning at a Mulberry on a line of 100 acres survey, a corner of the land of Samuel Leary (on the north side of the said survey road) and running South 35° East to the Southern Boundary of the 25000 acre survey, and from the same point (the mulberry corner) running North 35° West to the Northern boundary of the Big survey, we have assigned to the said land that portion of the land lying West of the division line above named.

August 11th 1847

Samuel Leary

William B. Charleston

John B. Baskerville

And at another day to wit, At a second Superior Court of law and chancery, holden for Pulaski County at the Court House in Macon, Ga. the 22nd day of September 1847.

John B. Bird

Complainant

William Ward son of John Bird and a brother. Deft.

This cause came on again to be heard the 22nd day of September 1847 upon the papers heretofore read in this cause, and upon the report of Samuel Leary, William B. Charleston and John B. Baskerville commissioners appointed by a decree rendered in this cause at the September term 1846 to make partition, and division of the land in the last mentioned between the complainant and defendant, from which said report it appears, that the said commissioners commissioned their division as follows to wit, Beginning at a Mulberry on a line of 100 acres survey, a corner of the land of Samuel Leary, on the north side of the said survey road, and running South 35° East to the Southern boundary of the 25000 acre survey, and from the same point (the mulberry corner) running North 35° West to the Northern boundary of the Big survey, and by which report the said commissioners assigned to the complainant that portion of the land lying West of the division line above named, to which said report there are no exceptions, and which is being affirmed, upon consideration whereof the Court with advisory view did decree that the complainant have and hold severally the land aforesaid, and did forth &

assented on the foregoing aforesaid. And it is further adjudged, ordered and decreed that the complainant on or before the 1st day of January 1848, do execute to the defendant a deed of release to the remaining portion of said survey of 25000 acres, it is also further adjudged and decreed that the defendant who are more of full age do execute to the complainant on or before the said 1st day of January 1848 a deed of release to their several interests in that portion of the said tract of land of 25000 acres above named and assigned to the complainant by said commissioners as his portion thereof, and that John B. Baskerville who is hereby appointed a commissioner for that purpose do proceed to execute to the complainant a deed with covenants of special warranty, a grant himself and his heirs conveying the interests of all and each of the defendants who are minors & under age of twenty one year, And it is further ordered and decreed that if the said Compt. and the said defendants who are of full age shall fail to execute to each other said deed of release as above required, on or before the said 1st day of January 1848, that then the said John B. Baskerville commissioner as aforesaid, at any time thereafter as execute to the complainant and defendants given conveying in each other their respective interests in said land, according to the terms of the decree as above stated.

And now at this day is writ. At a second Superior Court of law and chancery for Pulaski County on Friday the 21st day of April 1848.

John B. Bird

Compt.

William Ward son of John Bird & Co

Deft.

This cause came on finally to be heard the 21st day of April 1848 upon the bill of the complainant and papers thereto heretofore read in this cause and it appearing to the satisfaction of the Court that the complainant in pursuance of a decree rendered in this cause on the 22nd day of September 1847 has executed to the defendant a sufficient deed for that portion of the land allotted to them by the commissioners appointed for that purpose, and that John B. Baskerville & Co. commissioners appointed by said decree has also executed to the complainant a sufficient deed conveying the right and title of the defendant to that portion of the land allotted to the complainant in the report of the commissioners aforesaid, And it further appearing to the Court that the report of the said has been fully attained, it is there fore decreed that the same be stricken from the docket, and that the cost of the said report be paid by the parties in proportion to their respective interests, and that a complete record be made up, and charged to the parties in manner above stated.

cost of
and
p. 48

William Jackson
M
Elizabeth M. M. M.
2nd day of April 1880

Wias at the Court House, of Newcastle being
before the Judge of the General Superior Court
of Law and Chancery, for said being in the

on the 30th day of January in the year 1806 came William Pitt
Kinnor by his attorney and sued out of the clerk's Office of the said
Court Superior Court of law and Chancery a writ of Habeas Corpus against
the defendants, which writ with the return thereto made is in the
words and figures following. The return was made of the
Sheriff of Putnam's County Kentucky. You are hereby summoned to appear
before John Howe and Benjamin Wyzal justices of the last court
and testimony of John Wyzal and, Benjamin Wyzal widower of
John Wyzal and, Benjamin Wyzal, Benjamin Wyzal, James Wyzal,
Anne Wyzal, Sarah Wyzal, Higinah Wyzal, Thomas J. Wyzal, Abner
Wyzal, Mary Wyzal and Jackson Wyzal children and heirs of John
Wyzal and, to appear at the clerk's office of the Court Superior
Court of law and Chancery, holden for Putnam County at the Court
House, on the first Monday in February next to answer a bill
in Chancery exhibited against them by William J. Hiltzson
and unless they shall answer said bill within two months then
after the Court will take the same for confessed and come mes-
suringly. And that they shall in no case quit under the penalty of
\$100. And have them there in the writ. Wm. Wyzal William J. Char-
ter Clerk of said Court, at Putnam Court House the 30th day of
January 1806, in the 70th year of the Commonwealth

W. B. Charlton Colk

Pteris caudata var. *laetevirens*, L. 107⁸ *laetevirens* 2 fr. Hb. Vasser. S. C. C.
caudata on *leucanthemum* Weygal, *Prunella* Weygal, *Solanum* Weygal, *Sium*
Weygal, *Sisymbrium* Weygal, *Urtica* Weygal, *Thalictrum* Weygal, *Thymus* Weygal
Thymus Weygal, *Saxifraga* Weygal, *Thymus* Weygal 2 fr. Hb. Vasser. S. C. C.

And on the same day and year last above mentioned came the said William J. Gethmann by his attorney, and did out of the Clerk's Office of the said Circuit Superior Court of Law and Chancery another writ of test persona against the defendant James Clegg, which last mentioned writ with the return thereof made is in the words and figures following to wit: The Governor's writ of Proceess to the Sheriff of Montgomery County, Georgia: Do we hereby command to summon James Clegg to appear at the Clerk's office of our Circuit Superior Court of Law and Chancery for District Fourty, at the Court House, on the first Monday in February next to answer a bill in chancery exhibited against him and others by William J. Gethmann, and out of it shall issue the said writ within two months thereafter. The Court will take the same for confessed and decree accordingly, And thus he did in no wise omit, under the penalty of £100, And have there

Shine this writ. Witness William B. Charlton Clerk of our said Court, at Putnam Court House, the 30th day of January 1848 in the 70th year of the Commonwealth. W^m B. Charlton Clk.

Due at another day to wit. at Kuster bid in the libels of one of the said learned Superior Court of law and Chancery on the first Monday in February 1861, came the said William S. Giltner by his attorney, and filed his bill against the defendants, which bill is in the words and figures following To the Honorable Court of the said learned Superior Court of law & Chancery for the County of Putnam. Your orator William S. Giltner would respectfully represent to your Honor that on the 16th day of May 1861, one John Uzzell with one David S. Smith as his security executed to your Orator a bond bearing date on the day and year last aforesaid, by which they bound themselves, their heirs & ours before the 25th day of December 1862 to pay your orator the just & full sum of \$400 for value received, which said writing, obligation, sealed with the seals of the said John Uzzell & the said David S. Smith is herewith filed as a part of this bill & marked as exhibit (A) Your orator would further represent that on the day of

Ulysses, Charles and Lewis of the said John Ulysses the last
 of them are infants under the age of twenty one, with certain
 provisions and charges in favor of James Ulysses the testator
 remaining alive, Your estate would moreover represent that
 said John Ulysses the said John Ulysses the said John Ulysses
 him, and is entitled under the will to a portion of the land
 of the said, for life to be assigned by the exec. and that his portion
 has more been assigned to her, Your estate is advised that inasmuch
 as the said James Ulysses, under the will of the said John Ulysses
 gal, your estate is entitled to have the same discharged out of the
 real estate above mentioned, especially as the personal assets
 will not discharge said claim, inasmuch therefore as your
 estate is without adequate means, at law, and can have full
 security only in this honorable Court, the prayer of your
 estate therefore is that the said John Ulysses, William Ulysses
 son of the last will & testament of John Ulysses decd. Charles
 Ulysses, widow of the said John Ulysses decd. the said Ber-
 nard Ulysses, Sebastian Ulysses, Dr. James Ulysses, Ann Ulysses,
 Sarah Ulysses, Kyrill Ulysses, Thomas S. Ulysses, Abraham Ulysses,
 Jackson Ulysses, William Ulysses children of the said John
 Ulysses decd. be made parties defendant in this suit, and con-
 pelled to answer your estate's bill fully in such, that your estate
 may be appointed for the infant defendants to defend them
 in this suit; that the said exec. may be required to show in
 proper manner what amount, if any, of the assets of the es-
 tate of the said John Ulysses decd. have in their hands be applied
 to your estate's claim, that the said lands or some of them
 as may be necessary, may be sold and the proceeds applied
 in discharge of your estate's claim as provided to the costs ex-
 pended in the prosecution of this suit, & that your Honor will
 grant your estate such other further relief as your estate may
 be entitled to, and as may be suited to his case & your estate
 as is duty bound will ever pray, & Pleadings & Logan by.
 The following is a copy of John Ulysses' will upon & to in the pres-
 ent bill: I John Ulysses of the County of Putnam and State of Vir-
 ginia, calling to mind the uncertainty of life, and the certain-
 ty of death, and being admonished by my old age and bodily
 infirmities that my time of life is fast drawing to a close, have
 thought it best to leave some directions for the disposition of my
 estate, of which worldly goods, as it has pleased the almighty
 God in his providence to bless me with, I am therefore with
 and declare this instrument to be my last will and testament
 revoking all others. First, I direct that immediately after my de-
 cease, all my personal property and all my revenues, except
 money be sold, all the revenues owing to me entitled in and
 all my just debts and funeral expenses paid off.

Secondly, I give and bequeath to my son Bernard Ulysses my
 tract of land on New River, on which he now lives containing about
 two hundred and fifty acres, that I require him to pay to my
 son James Ulysses Two hundred dollars, one half to be paid
 within one year from my decease, the other half within two
 years from my decease, and the whole to have interest from
 the day of my decease till paid, and the two hundred dol-
 lars is all that my son James is to receive from my estate, I
 having already given to him and paid for him as his security
 ten or fifteen hundred dollars, and I further direct that the land
 conveyed by my son James Ulysses in a trust deed to secure a
 debt due by him to me, be sold and the money applied to
 the pay ment of my debt, and should the land not sell
 for the amount for which it is bound to me, I reserve and re-
 quest him of the said Bernard, and I request him of all other heirs
 I have against him. Thirdly, I give and bequeath to my wife
 Catharine Ulysses during her natural life, the one third of my
 tract of land on which I am now living, containing between one
 and two hundred acres, and this third shall be laid off by my
 executor so as to include my dwelling house, and the adjacent
 out houses and the orchard. Fourthly, I give to my son Sebastian
 Ulysses, fifteen or Ulysses, Abraham Ulysses and Jackson Ulysses,
 and to my daughters, Jane Ulysses, Sarah Ulysses, Elizabeth Ulysses
 & Ulysses, the tract of land on which I now live con-
 taining seven hundred acres to be equally divided amongst
 them, but they and their heirs are to be put in possession of
 any part of my estate (without the consent of me after my
 decease. Fifthly, In the way of explanation I want that in laying
 off my estate lands in the land quantity and quality shall
 be considered, so that she get a third as near as may be in value.
 Sixthly, I require of my son Sebastian Ulysses and Bernard
 Ulysses in the way of the said land they have each been living on
 several years to pay to my wife Catharine Ulysses a certain sum
 of money to be expended by her in educating my younger chil-
 dren, that is to say my son Sebastian shall pay one hundred and
 fifty dollars, and my son Bernard one hundred dollars to be paid
 in four equal annual instalments, the first instalment to be paid
 within one year from the time of my decease. Seventhly, I direct
 that if there should be any surplus of my personal estate after
 paying as above directed, it shall be equally divided amongst
 all my children above named, James included, twentieth
 standard, the residue as to him in the second section. And
 lastly I do constitute and appoint John Ulysses and my son
 Bernard Ulysses my executors of this my last will and testa-
 ment. In testimony whereof I have hereunto set my hand
 and affixed my seal this 5th day of November 1845

1865 John D. Moore & Birdie W. Moore, Executors of the Estate of John D. Moore, Deceased.

Dec 31

By cash receipts as per sale bill	6869 61
Less amount of the estate	99 00
Balance forward of sale of land	678 70
By cash receipts as per sale bill	395 00
as of John D. Moore	10 00
as of M. David & M. Cook	32 00
as of John D. Moore Jr	22 00
as of cash of note on McKenna not in 1861	48 65
as of Michael Jordan	108 77
as of John D. Moore Jr	2 48
as of M. H. H. by S. D. Baskin	2 35
as of Sheriff Hawkins' return for 1864	23 76

Cash forwarded

8099 51

1866

In account with said estate

1866

Dec 14	By cash paid out of note 1st in David's notes	No 1	307 60
1865 23	as " William W. H. for coffee	No 2	9 00
Jan 10	as " John W. Henderson bill of cost	No 3	2 95
Dec 31	as " J. D. Moore's return notes 1st	No 4	191 81
	as " to the estate as per return	No 5	3 40
	as " M. D. H. & Co	No 6	3 00
	as " Sheriff's execution	No 7	301 00
	as " do	No 8	3 50
	as " do	No 9	28 91
Apr 22	as " S. H. Christ	No 10	108 51
	as " S. D. Baskin's bill	No 11	72
Jun 6	as " Bank bill	No 12	51 51
	as " frozen estate note 1st	No 13	51 51
	as " Robert H. Lewis	No 14	28 58
Sept 11	as " R. V. V. V. V. V.	No 15	14 05
	as " do	No 16	8 51
	as " Robert H. Lewis	No 17	315 45
	as " James & Boston	No 18	27 45
	as " John D. Moore	No 19	105 18
	as " John H. H. H.	No 20	18 67
	as " black's ticket	No 21	50
	as " do	No 22	12 86
	as " do	No 23	5 87
	as " John Jordan's bill note 1st	No 24	189 71
	as " same	No 25	65 16
	as " Hannah B. H. H.	No 26	62 19
	as " J. H. W. H. for paper	No 27	3 00
	as " Sheriff on execution	No 28	709 02
	as " do	No 29	583 72
	as " do	No 30	105 48
	as " do	No 31	38 40
	as " do	No 32	76 57
	as " do	No 33	206 72

Cash forwarded

5985 82

1865

Dec 15	By cash paid to H. H. H. & Jordan, about total bill for 1865	No 34	205 94
	as " same	No 35	16 34
	as " John W. H. H.	No 36	11 32
	as " John W. H. H.	No 37	153 70
	as " black's ticket	No 38	38
	as " do	No 39	2 91
31	as " James H. H. H. note 1st	No 40	12 53
	as " same	No 41	5 88
1866	as " same	No 42	2 99
Jan 5	as " Robert H. Lewis	No 43	649 54
	as " same	No 44	2 50

And at another day to wit, At a Court Superior Court of Law and Chancery held for the County of Pulaski at the Court House, on Friday, the 21st day of April 1849

William S. Wilkinson

Compt. Cl.

Wygall's heirs & others

vs

This cause again coming on to be heard on the papers formerly read and the interlocutory order of April term 1846, and of September term 1847, and the report of Commissioner John D. Barkwith, made in pursuance of the order of September 1847, to which report there being no exceptions the same is hereby confirmed, the consideration whereof and of the arguments of counsel, the Court doth deem and decree that the said John D. Barkwith return in his hand the said bonds until they respectively become due, and that he then proceed to collect the same, by suit or otherwise, except \$105 the sum as reported, and that he, when collected pay the same over to the plaintiff or his assigns, and that he report to Court, and this order is continued until the next term.

The following is a copy of the memorandum of Court Barkwith.

William S. Wilkinson vs. Wygall, executor &c. In Chancery. The undersigned begs leave to report that he has collected and paid over to Messrs. Fitzgerald & Co. (the attorney for the plaintiff) the whole of the money due upon the bonds taken in payment for the lands sold under its decree in this cause.

John D. Barkwith Compt. Cl. And at another day to wit, At a Court Superior Court of Law and Chancery held for the County of Pulaski at the Court House on Saturday the 21st day of April 1849

William S. Wilkinson

Compt. Cl.

against

Wygall's Executors &c.

vs

In Chancery

This cause coming on to be finally heard on the 21st day of April 1849, upon the papers formerly read, together with the report of John D. Barkwith, the issues appointed in this cause were argued by counsel, after consideration whereof, and there being no exceptions to the report of the said Commissioner, the said report is confirmed, and it appearing from the report of said Commissioner that all the purchase money of the land sold by said John D. Barkwith as Commissioner under a former decree of the Court entered in this cause, has been paid, it is therefore adjudged, ordered and decreed that John D. Barkwith do and lawfully appropriate, commission for the purchase money to said John D. Barkwith (the purchase money) the said land sold by said John D. Barkwith as Commissioner and with special warranty, that it is further decreed

that a complete account be made up according to law, and charged to the plaintiff and taxed in the bill of costs, and it appearing and being admitted by the counsel for the plaintiff that the sum heretofore appropriated to the payment of the plaintiff's debt exceeds by \$47 paid on the 23rd of December 1848, the amount just due the plaintiff in this cause, it is therefore adjudged, ordered and decreed, that John D. Barkwith, the receiver and commissioner in this cause (he having been in Court sworn to the amount from the account of the plaintiff) do pay said sum of \$47 with interest thereon from the said 23rd of December 1848 to the 9th of April 1849 to the respondents, the heirs of John Wygall, do after deducting the cost of this suit surrender unto the taxing of costs at \$5.25 the time the lands were sold.

Test

John D. Barkwith Cl.

Edwin Watson

Shas. at the Court House of Pulaski County

Before the Judge of the Court Superior Court of Law and Chancery for said County on the 23rd day of April 1849. Be it remembered that before to wit on the 13th day of April in the year 1848 came Edwin Watson by his attorney and suit out of the Clerk's Office of the said Court Superior Court of Law and Chancery, a writ of subpoena against the said respondents, which writ with the return thereon were in the words and figures following to wit: "The Commissioner of Pulaski County Sheriff of Pulaski County - Greeting: You are hereby commanded as to summon John D. Barkwith, executor of the last will and testament of John Wygall, deceased, Catherine Wygall, widow of John Wygall, deceased, Andrew Wygall, Isaac Wygall, John Wygall, Sarah Wygall, Elizabeth Wygall, Thomas S. Wygall, Abram Wygall, Jackson Wygall, William Wygall, children and heirs of John Wygall, deceased, to appear before the Judge of our Court Superior Court of Law and Chancery holden for Pulaski County, at the Court House in the first day of the next term, to answer a bill in Chancery exhibited against them by Edwin Watson and unless they shall answer the said bill within two months thereafter, the Court will take the same for confessed, and decree accordingly." And that they do so in no wise want, under the penalty of \$100, And have then there, this writ, Edmund Watson D. Clerk, Clerk of said Court, at Pulaski Court House, the 13th day of April 1848 in the 7th year of the Commonwealth.

William D. Charleston Clk

Return certified J. D. Barkwith at for Aug 1849 Sp.

And at another day to-wit, at Rules held in the Clerk's Office, said Circuit Superior Court of Law and Chancery, on the day of July 1846 came again the plaintiff by his attorney and filed his bill against the defendants, which bill is in the words and figures following: To the Honorable James C. Brown, Judge of the Circuit Superior Court of Law and Chancery for Pulaski County: Humbly complaining sheweth unto your Honor, your Orator Edwin Watson, that one John Elzagal (late of the County of Pulaski) on the day of in the year 1846 became indebted to your Orator, by simple contract, in the sum of \$98.75, that shortly thereafter to-wit, on the day of in the year aforesaid, the said Elzagal departed this life single and possessed of a large estate real and personal, having first made and published his last will and testament, and appointed John D. Howe and Burdett Elzagal executors thereof, a copy of said will is herewith filed marked A and is prayed to be regarded as part of this bill. Your Orator would further represent that after the death of the said Elzagal, to-wit, on the day of in the year 1846 he instituted a suit in the Circuit Superior Court of Law and Chancery for Pulaski County against the said John D. Howe & Burdett Elzagal common as executors for the recovery of the debt due to him from the said John Elzagal, that at the September term of said Court for the year 1846, he obtained a judgment against the said executors for the sum of \$98.75 with interest thereon from the 23rd day of November 1846 till paid and the costs, that your Orator sent out a writ of fieri facias upon his said judgment, which writ was returned by the Sheriff of Pulaski County. No assets found in the hands of the executors. A copy of the said judgment and execution is herewith filed marked B and is prayed to be regarded as part of this bill. Your Orator would further represent that the said John Elzagal at the time of his death was largely indebted; that the personal assets in the hands of the executors, have been exhausted by the payment of debts of higher degree than that of your Orator, that among the debts paid out of the personal funds, several thousand dollars were due by specialty in which the heirs of the said Elzagal were bound, and were consequently chargeable upon the real estate. Your Orator would further represent that the real estate of which the said Elzagal died seized and possessed is now in the possession of the several legates named in his will, in pursuance of consideration wherof and recumbent as your Orator is with out remedy at law and only redress in this Honorable Court of Equity, to this and therefore he prays that the said John D. Howe and Burdett Elzagal (executors of

the said John Elzagal) Catharine Elzagal (widow) and Burdett Elzagal, Sebastian Elzagal, James Elzagal, Anne Elzagal, Sarah Elzagal, Reuben Elzagal, Thomas S. Elzagal, Abraham Elzagal, Jackson Elzagal and Mary Elzagal, heirs and assigns of the said John Elzagal, be made parties defendants to this bill, and that they be compelled on oath true and perfect answers to make to all and singular the allegations thereof, that your Honor will direct that an account of the specialty debts, in which the heirs of the said Elzagal were bound, and which were paid out of the personal assets he taken, that your Orator may be substituted to the rights and remedies of the specialty creditors, whose debts were chargeable upon the real estate, and have been discharged out of the personal assets, that your Honor will cause a sale of so much of the said real estate as will be sufficient to satisfy the judgment obtained by your Orator, with the costs of this suit, that your Honor will decree to your Orator such other and general relief as is seemed to him just, and as may be equitable and proper, that the costs and of this may upon, and your Orator as in duty bound will enjoin, I'

(Edw. Watson)

And at another day to-wit, at a Circuit Superior Court of Law and Chancery, held for the County of Pulaski, at the Court House on Monday the 21st day of September 1846

Edwin Watson Comptroller in John Elzagal's Reps Defts

On the motion of the complainant by his counsel, the Court doth appoint James F. Preston to be guardian as tutor in dam, Sarah Elzagal, Thomas S. Elzagal, Jackson and Mary Elzagal infant defendants in this cause.

And at another day to-wit, at a Circuit Superior Court of Law and Chancery, held for the County of Pulaski, at the Court House on Wednesday the 23rd day of September 1846

Edwin Watson Comptroller in John Elzagal's Reps Defts

Upon the motion of James F. Preston, guardian as tutor of the infant defendants in this cause, he hath leave to file his answer, whereupon he filed the same to which the Court replied generally, and the said James F. Preston presented his account against the Comptroller for his services as guardian as tutor, which was allowed by the Court & ordered to be paid by the Comptroller & stand in the bill of costs. The following is a copy of the answer of the guardian as tutor.

To the Honorable James C. Brown, Judge of the Circuit Superior Court of Law and Chancery for the County of Pulaski: The joint answer of James Elzagal, Sarah Elzagal, Jackson Elzagal, Reuben Elzagal, Thomas S. Elzagal, Abraham Elzagal & Mary Elzagal infant heirs of John Elzagal deceased, who answer by James F. Preston their guardian as tutor to a Bill of Complaint filed in this Honorable Court against them jointly by Edwin Watson.

After saying to themselves both under hereafter all just in
 explanation to the said Will for its most imperfection, for
 answer thereto, or to so much thereof as it is necessary for
 them to answer say that it is true as stated in the Will
 that their father John Wylgal departed this life on the
 day of _____ after having first made & published his
 last will & testament by which he appointed John D. _____
 of Borden Wylgal his executor. It is also true that the said
 John Wylgal did propose of a considerable estate both real
 and personal & that the personal estate passed into the hands
 of the executor. Now respondents do not know the amount of
 indebtedness of their father, or what portion thereof has been paid
 by the executor, nor do they know what sum so paid was a
 charge upon the real estate of which the said John Wylgal did
 propose, & consequently they do not admit that the complainant
 has a right to charge the said lands with his claim the
 same being founded upon a judgment obtained against
 the late upon an open account. Now respondents being in-
 fants minor age & unable properly to defend themselves ask
 that your Honor will require the complainant to make out
 his case fully before he be allowed a decree against the lands
 that he be required to show that the personal estate in the
 hands of the late has been exhausted & that he have right to be
 substituted to the securities of said executor. And they pray
 that your Honor will in all respects guard & protect their
 rights & interest to the fullest extent & having fully answered they
 pray to be heard & defended with their estate.

Virginia - Pulaski County to wit: This day James F. Niester
 personally appeared before the subscriber a Justice of the peace
 for the county aforesaid & made oath that the facts contained
 in the foregoing answers are true so far as they are stated on
 his own knowledge & that he believes them to be true, so far as
 they are stated on the knowledge or information of others.

Given under my hand this 20th Sept 1846 David Shirlas JP
 The following is a copy of the will of John Wylgal made &c.
 I John Wylgal of the County of Pulaski and State of Virginia
 calling to mind the uncertainty of life and the certainty of
 death, and being surrounded by my old age and body so
 feeble that my term of life is fast drawing to a close, have
 thought it best to have some directions for the disposition of
 my estate of which worldly goods as it has pleased the Heavenly
 Father in his providence to bless me with. I do therefore make, make
 and declare this instrument to be my last will and testa-
 ment, nothing all other. First I direct that immediately
 after my decease all my personal property and all my in-
 gress except Navy be sold, all the moneys arising to me

collected in, and all my just debts & funeral expenses paid off.
 Secondly, I give and bequeath to my son Borden Wylgal my
 tract of land on New River, in which he now lives, containing
 about two hundred and fifty acres, but I require him to pay to
 my son James Wylgal two hundred dollars, one half to be paid
 within one year from my decease, the other half within two
 years from my decease, and the whole to draw interest from the
 day of my decease till paid, and the two hundred dollars is all
 that my son James is to receive from my estate, I having already
 given to him and paid for him as his security ten or fifteen hundred
 and dollars, and I further direct that the land conveyed by my son
 James Wylgal in a trust deed to secure a debt due by him to me,
 be sold and the money applied to the payment of my debts, and
 should the land be sold for the amount for which it is bound to
 me, I release and acquit him of the remainder, and I acquit him
 of all other claims I have against him. Thirdly, I give and bequeath
 to my wife Catharine Wylgal during her natural life the one third
 of my tract of land on which I am now living, containing between
 seven and ten hundred acres, and the third shall be laid off
 by my executor, so as to include my mill, house, and the ad-
 jacent out houses, and the orchard, Fourthly, I give to my sons
 Sebastian Wylgal, Jefferson Wylgal, Abraham Wylgal, and Jackson
 Wylgal, and to my daughter Ann Wylgal, Sarah Wylgal, Eliza-
 abeth Wylgal, & Maria Wylgal the tract of land on which I now live
 containing between seven and ten hundred acres to be equally di-
 vided amongst them, but they nor either of them are to be put
 in possession of any part of my wife's third (without her consent)
 until after her decease. Fifthly, in the way of explanation, I di-
 rect that in laying off my wife's third in the land quantity
 I gently shall be considered, so that she gets a third as near
 as may be in value. Sixthly, I require of my son Sebastian Wylgal
 and Borden Wylgal in the way of rent for the land they share
 each have been on for several years, to pay to my wife Catharine
 Wylgal a certain sum of money to be expended by her in caring
 for my younger children, that is to say my son Sebastian shall
 pay her hundred and fifty dollars, and my son Borden one hundred
 dollars, to be paid in four equal annual instalments, the first instalment
 to be paid within one year from my decease, Seventhly, I
 direct that if there should be any surplus of my personal estate
 after paying the above directed, it shall be equally divided amongst
 all my children above named, James excluded, notwithstanding
 any the restriction as to him in the second section.
 And lastly I do constitute and appoint John D. _____ and
 my son Borden Wylgal my executors of this my last will
 and testament, in testimony whereof I have hereunto set
 my hand and affixed my seal this 8th day of September

26	Ch. J. McKinnon v. et al. Int.	44	472.50
	do Wm. Anderson do	48	37.78
	do M. B. Lloyd	46	147.50
	do J. B. Parkman do	47	162
			7472.96
	Spencer Comptroller on p. 70 72 74	44 45	
	Amendments on McKinnon & consolidated	115 70	
	Bal on Buchanan Lloyd	97 72	258.17
			8121.28
	Aut of debt for 1800		8099.51
	Balance for Comptroller		421.77

From the foregoing statement and account it will be seen that there has been paid by the executor out of the personal assets of John Lloyd and \$3581.29, which appears from the fees and vouchers of the executor's now filed in the clerk's office of the County Court of Putnam in discharge of debts, being the heirs of John Lloyd did also that there is yet in the hands of the executor three several bonds yet uncollected amounting to \$258.17 of which they stand charge & it is respectfully submitted that there has been paid by them the sum of \$21.77 which is respectfully submitted.

Revised fee of 10.00 charged to p. 70. J. B. C. Common Account. And at another day to wit. At a Court Superior Court of the said County continued and held for the County of Putnam at the Court House on Thursday the 24th day of April 1806.

Bartholomew Lloyd Comptroller on John Lloyd & his personal estate & his. This cause came on to be heard this 24th day of September 1805 upon the bill, the answer of the infant defendants by James F. Weston their guardian ad litem, the exhibits filed, and was argued by counsel, and it appearing to the satisfaction of the court that the defendants John & Anne, William Lloyd, Bartholomew Lloyd and James Lloyd have been sworn with the proper proofs of their debt more than two months since, and they still failing to appear and answer the plaintiff's bill, the same as to them is taken for confessed, whereupon it is adjudged, ordered and decreed that an account be taken by master commissary James B. C. Common of the amount of the debt of the said John Lloyd, for the payment of which he has been sworn, and what has been paid by the executor of said Lloyd, out of the personal assets, and it is further ordered that John Lloyd & Bartholomew Lloyd & executor of the said John Lloyd, render an account of their administration of the estate of the said John Lloyd before master commissary James B. C. Common who is required to state and settle the same, and report the same to court, together with any special matter thought proper by himself or required by either of the parties so to be stated, and

this cause is continued until the next term.
Bartholomew Lloyd Comptroller on John Lloyd & his personal estate & his. This cause came on to be heard this 23rd day of April 1807 upon the bill of the plaintiff the answer of the infant defendants by James F. Weston their guardian ad litem, the exhibits filed, the depositions of witnesses and the report of master commissary James B. C. Common I was argued by counsel, and it appearing to the satisfaction of the court that the defendants John & Anne and Bartholomew Lloyd, executor of John Lloyd deceased, both being Lloyd, Sebastian Lloyd, James Lloyd and John Lloyd have been sworn with the proper proofs of their debt more than two months and they still failing to appear and answer the plaintiff's bill, the same as to them is taken for confessed, and it further appearing to the court that John Lloyd at the time of his death was indebted to the plaintiff in the sum of twenty eight dollars, 1 shilling, five cents and by simple contract, and that he received a judgment creditor on the law side of this court on the 23rd day of September 1805, with interest thereon from the 23rd day of November 1806 till paid 1 cent 9.00 upon which judgment an execution was served out on the 23rd day of September 1805 directed to the sheriff of Putnam County by whom the same was returned. No assets found in the hands of the executor, and it further appearing to the court from the report of master commissary James B. C. Common made in this cause, that there are no funds in the hands of the said executor out of which the amount of said judgment can be rendered, and it further appearing from said report that the sum of \$3581.29 of the personal assets in the hands of the said executor are applied to the payment of debts due by said executor and upon review, the heirs of the said John Lloyd, and Anne, whereupon it is adjudged, ordered and decreed that the said plaintiff come against the defendants Bartholomew Lloyd, William Lloyd & his said John Lloyd, Sebastian Lloyd, James Lloyd, John Lloyd, Thomas Lloyd, Anne Lloyd, and James Lloyd, heirs & assigns of the said John Lloyd and Anne, the sum of \$99.75, with interest thereon from the 23rd day of November 1806 till paid, and if the said sum of money with its interest and the costs of this suit shall not be paid to the complainant on or before the 1st day of July next, it is further adjudged, ordered and decreed that so much of the loan in the complainant's bill mentioned as shall be sufficient for that purpose, together with the expenses attending the sale thereof, be sold at once here on a credit of six months, the purchaser or purchasers giving bond with good personal security for the purchase money to the commissary herein often named. And the court doth appoint John B. Parkman a commissioner whose duty it

shall be to make the sale a forward, for the purpose of forward after having advertised the same at least thirty days and on one certain day on the first day of the Court House of Putnam County, I shall report his proceedings to the Court.

The following is a copy of the first report of the said Commissioner to the Court.

The undersigned who was appointed a Commissioner in this cause, beg leave to report, that having first advertised as directed by the Court, he previous at the October Term of the County Court of Putnam to sell so much of the land in the said deed mentioned as was necessary to satisfy the same, and accordingly sold thirty acres three Rods, and twenty three perches, and George W. Baskerville (being the highest bidder) became the purchaser at six dollars and twenty five cents per acre. The following is a statement of the amount to be made by the Court to wit:

Amount of Judgment at law	\$98.75
Interest	17.25
Costs at law	9.04
Lawyer's fee	3.00
Costs in equity	50.49
Not anticipated for 8000 from time of sale	536
Commission	9.20
30. S. D. K. 20 P. of law at \$625 per acre	\$193.25
	193.25

For which sum (\$193.25) the undersigned took the bond of the said George W. Baskerville, with James M. Henderson as his surety, payable at six months, all which is most respectfully submitted.

John D. Baskerville Commissioner

And at another day to wit at a Circuit Superior Court of law and equity held for the County of Putnam at the Court House, on Tuesday the 26th day of September 1849

Barren Watson Comptroller vs John W. Baskerville, defendant

This cause is continued until the next term.

And at another day to wit at a Circuit Superior Court of law and equity held for the County of Putnam at the Court House on Saturday the 22nd day of April 1848

Barren Watson Comptroller vs John W. Baskerville, defendant

This cause is continued until the next term.

And at another day to wit at a Circuit Superior Court of law and equity held for the County of Putnam at the Court House on Tuesday the 22nd day of September 1848.

This cause is continued until the next term.

The following is a copy of the last report in this cause.

Barren Watson vs John W. Baskerville, defendant

The undersigned beg leave to report that since the last term of this Court, he has collected and paid over to the

plaintiff the amount of the bond taken of the purchaser of the land sold by him under the decree in this cause, with the interest thereon had accrued thereon, for which he took the receipt of the Comptroller. The undersigned beg leave further to report that he has been requested by George W. Baskerville (the purchaser of the said land) to inform the Court that he has sold the same to Sebastian W. Baskerville and agrees that a conveyance thereof may be desired to be made to the said Sebastian W. Baskerville. A paper signed & dated by the said Baskerville now stating the fact of his having sold the said land to Sebastian W. Baskerville with this report, all which is most respectfully submitted.

April 20th 1849 John D. Baskerville Commissioner

The following is a copy of the paper referred to above.

The undersigned in the case of Barren Watson vs John W. Baskerville at well please report to the Court that I have sold to Sebastian W. Baskerville the land purchased by me at the sale under the decree in that cause, and agree that the same may be conveyed to him under said decree. Given under my hand & seal this 19th day of April 1849

John D. Baskerville Esq.

And now at this day to wit at a Circuit Superior Court of law and equity held for the County of Putnam at the Court House on Monday the 23rd day of April 1849

Barren Watson Comptroller vs John W. Baskerville, defendant

This cause came on to be finally heard on this 23rd day of April 1849 upon the papers formerly read, and the report of the undersigned John D. Baskerville to which report there being no exception, the same is accepted. And it appearing from the report aforesaid, that the whole of the purchase money of the said land sold by the said John D. Baskerville as Commissioner, was a former account of the same, received in this cause, has been paid to the Complainant; And it further appearing that George W. Baskerville the purchaser of the said land has since sold the same to the Sebastian W. Baskerville, and has advised a conveyance thereof to be made to the said Sebastian W. Baskerville. It is therefore adjudged, ordered and decreed that John D. Baskerville, Commissioner as aforesaid do convey by deed with special warranty, to the said Sebastian W. Baskerville the land sold by him as aforesaid, and that a complete record of this cause be made, up according to law, charged to the plaintiff. Given & signed at the City of New York, the 26th day of April 1849

Test
John D. Baskerville Esq.

I, William Miller of Sulaste County do make this my last will and Testament in manner and form as follows that is to say,

First When some years ago I made a distribution of a part of my property Among my Children making them as I thought equal in value I binding myself from and thereafter to make such Alterations as I might think right and proper to do.

2nd In the next place I gave and bequeath to my beloved wife All my household and Kitchen furniture embracing also the Contents of the Dining room and Cellar.

3rd In the further distribution of my Estate it is my wish that All the residue of my personal property be valued and Appraised According to Law going to my beloved wife After the payment of All my just debts the right to take at the Appraisement as much thereof as she may think right to do not to exceed one third of the whole valuation thereof to use and enjoy the same during her life time until whatever part of it that may remain at her death if any to pass to her persons and in the proportion mentioned in the next Clause.

It is my wish that the residue of my personal property not selected as above stated by my beloved wife be divided Equally Among my heirs without public sale if suitable to do so. If not to be sold According to law and the proceeds be equally divided Among the Claimants as follows to wit:

One Fifth part to my son James A. Miller. One fifth to my two Grand Daughters namely Mary K. Dand and Elizabeth M. Dand to be equally divided between them. One fifth part to my son John H. Miller. One fifth part to my Daughter Mary M. Glendy and one fifth part to my Daughter Minnie M. Doolinger.

5th In the regulation of my Land and real Estate. After the widow dower is paid of to her According to Law, then if it is the wish of my son John H. Miller to purchase the Home-Stead and the Land adjoining embracing the lands of Walter Little Mountain as far down the Mountain as the lower Corner of the Hoge Survey, then running to the top of the Mountain on the edge of the Hoge line. This purchase is to embrace the Holston River the price to be estimated by Commissioners Appointed by Law for that purpose they to value at such (reasonable) price as they may think right and proper and after such time and payments as may be agreed upon by the parties.

6th The remainder of my Lands on the South side of Hoge Mountain and the Lands on Walter Little

Creek will be sold with as my Executors may think best. It is my wish if any of the Claimants holding an interest in this Estate and wish to sell. That they give the other Claimants a preference if they wish to purchase.

7th It is my desire and request that my son James A. Miller and John H. Miller or either of them be appointed as my Executors of this my last will and Testament. And if they are of Opinion that this writing is written in my own hand writing than it is my request that it be admitted to record without further proof to make it valid.

8th It is my wish that my Executors employ John B. Baskerville as their Attorney and legal advisor in all matters pertaining to this Management of my Estate and its Settlement.

This will is written in my own hand

and signed in the presence of I have hereunto set my hand and seal this 17th day of February, 1871.
William Miller (Sund)

Relied to my last Will bearing date February 17th 1871. Since the death of James A. Miller I have thought it my right as well as my duty to make some change in that part of my Estate as is allotted to him by my Will bearing date February 17th 1871.

I make the Change by giving to the Children of his first wife namely Orlene Miller, Hattie Miller and Thomas Miller due their equal share as so allotted to them by my Will of date Feb^y the 17th 1871. Orlene Miller not being capable of taking one of her first I put it in the hands of John M. Glendy and Hattie Miller to use it in their own right or otherwise as they may think best so to do.

The Children of Thomas Miller died by Mary Beane his wife will receive their equal share with the above named heirs of Thomas Miller died one third of that amount given them by my Will of date Feb^y the 17th 1871. The Children of James A. Miller last wife 5 in number will receive an equal share with Children of his first wife that in number making them equal in value with the Children of his first wife.

I also make some change in my Will giving to John H. Miller the Homestead by willing it to my Son Mary M. Glendy and Minnie M. Doolinger. Two hundred and eighty four acres more or less at twenty five dollars

for clear giving to them a reasonable time to make payment to legal claimants.

That issue given to be enlarged 1st in either side North and South, nothing east and west, a free Highway to be given to the grange road to and from the dwelling house.

My Old Clerk, My old Clerk and his old Clerk I will to Henry McGlinchey and Alexander McGlinchey they paying their appraisement value for them.

My Old Clerk I will to John C. Miller twenty acres more or less for seven hundred dollars he paying each legal claimant their agreed amount of that seven.

My Remounted lands Beginning at a stake on the Hodge and Butland line thence running thence line to a stake on John K. Millers line thence running to the monument then running the line to a rock corner near the Hodge Spring on my Remounted line and bounded with the Remounted line to the Beginning.

My lands on Hodge's little Creek over 200 acres by enclosure survey since my land on Hodge's Mountain bounded with the McColluck survey I also find on my Executors hands to use it as they may think best so to do that no purchaser nor sale for either tract or any part or parcel thereof will be legal without the signature of my Executors.

I Name William J. Glendy and Henry C. Provinger as my Executors in James Miller and John K. Millers Trust.

If my Executors are of opinion that this writing is written with my own hand, I will ask that it be recorded without further cost to make it legal, as I have my hand and seal, the 24th day of October 1888.

Witness my hand and seal, the 24th day of October 1888.

Witness my hand and seal, the 24th day of October 1888.

Attestation, purchasing to be the last and binding date. Henry Miller late of this County does thence beginning date October 24th 1888, was this day produced by W. J. Glendy and Henry C. Provinger the Executors therein named, and there being no subscribing witnesses, John B. Bushmiller and Jerry Farmer were sworn and solemnly depared that they are well acquainted with the testator, heard writing, and verify before the said land witnesses and the same thence be true and legal to and

will and to said testator to be wholly written by the testator's own hand. Whereupon the said witnesses Cordell Thoms Arraigned to be recorded as the last will and testament of said John Miller deceased.

And on the Motion of Wm. Glendy and Henry Provinger the only two Executors therein named, who made an Oath and together with Isaac H. Kinsland and Jerry Farmer as their sureties entered into and acknowledged a bond in the penalty of \$7,000.00 with them as Obligors and bond according to law Certificate is granted the said Executors for obtaining a probate of said Will & Cordell in due form and thereupon the Court doth Appoint James C. Provinger Wm. M. Miller R. P. Hooks and Bridget Dinn, Appraisers of the personal Estate of the said Deceased.

Witness my hand and seal, the 24th day of October 1888.

Appraisement List Of the Personal property of John Miller Decd. As shown to the undersigned Appraisers by W. J. Glendy and Henry C. Provinger Executors in the 19th day of November 1888.

One Cattle	One Big place	90.
One Double place	Lot Little place	250
One Harrow	Lot old by place	225
Lot Satchels	Lot Chains	300
Lot Shovel	One Old Iron	200
One Old Iron	One Double line	100
One Old Iron	One Old Iron	500
One Old Iron	One Old Iron	350
One Old Iron	One Old Iron	200
One Old Iron	One Old Iron	175
One Old Iron	One Old Iron	1000
One Old Iron	One Old Iron	400
One Old Iron	One Old Iron	325
One Old Iron	One Old Iron	2200
One Old Iron	One Old Iron	250
One Old Iron	One Old Iron	165
One Old Iron	One Old Iron	210
One Old Iron	One Old Iron	250
One Old Iron	One Old Iron	300
One Old Iron	One Old Iron	300
One Old Iron	One Old Iron	200
One Old Iron	One Old Iron	100
One Old Iron	One Old Iron	175
One Old Iron	One Old Iron	1000

1 Bbl Hemp	10 ⁰⁰	11 00
7 Jugs 1 ⁰⁰ 4 Crock 30		1 30
5 Tin Cans	1 ⁰⁰	1 70
Cumt. Seals 1 ⁰⁰ Sausage Mill 1 ⁰⁰		1 25
One Bushel Iron Key of Bolts		50
One Cook Stove Antennas 5 ⁰⁰ 130 Quets 1 ⁰⁰		11 50
10 Dls. Lard 3 ⁰⁰ 1 Shute Skirt 8 ⁰⁰		1 00
Hammep Lard 1 ⁰⁰ 1 set single Hammep 1 ⁰⁰		2 50
10 Nails 5 ⁰⁰ 2 Sausage Knives 5 ⁰⁰		5 50
10 Apples 1 ⁰⁰ 9 Sheepskin 8 ⁰⁰		9 00
10 Sweet Potatoes 1 ⁰⁰ Corn in Crib 20 ⁰⁰		41 00
12 Buckets Hay 18 ⁰⁰ 9 Stacks of Hay 54 ⁰⁰		234 00
1 Small Stack 1 ⁰⁰ Hay in Barn 12 ⁰⁰		13 00
Two Hogs 27 ⁵⁰ One Buifu 72 ⁰⁰		47 50
5 Hens 35 ⁰⁰ 3 Calves 15 ⁰⁰		50 00
14 Hogs 173 ⁰⁰ 1 York Oxen 85 ⁰⁰		816 00
One Lamb 15 ⁰⁰ One Flea 15 ⁰⁰		3 00
" 15 ⁰⁰ " Bandy 18 ⁰⁰		33 00
" 18 ⁰⁰ " 18 ⁰⁰		86 00
2 yrs old Buifu 16 ⁰⁰ " " 15 ⁰⁰		31 00
2 Small Whales 2 ⁰⁰ 2 Big Whales 2 ⁰⁰		50
1 Clock 20 ⁰⁰ 1 Clock 6 ⁵⁰		96 50
Two Old Chits 1 ⁰⁰ 1 Croquet 22 ⁰⁰		3 50
When Isaac Randon Judge of the County Court		1531 50

The the undersigned Appraisers by
 have to report that being first duly sworn we appraised
 the property of William Miller Decd on the 19th day of
 November 1894 as above set forth - Witness our hands
 this 20th day of November 1894.

Jos T. Dohinger
 Briden Gunders
 Wm. Miller

In addition to the property appraised above we find
 Money and Accs as follows:
 Cash on deposit in Putaski Loan & Trust Co in Name
 of W. J. Glandy 1300 00
 Cash on hand at time of death since deposited
 in Putaski Loan & Trust Co 757 35
 One Account vs. Jno. W. Glandy 110 00
 With these additions we accept the foregoing
 Appraisal as an inventory of the Estate of
 Wm. Miller Decd
 Nov 20th 1894.

W. J. Glandy
 Jos. Dohinger
 Wm. Miller Decd

The undersigned having been appointed at the instance
 of the Circuit Court of Putaski to appraise the personal
 property of William Miller Decd and having been sworn
 for that purpose we have to submit the following

1 Table	50
1 Stone & Marble	200
1 Cabinet	50
1 Set of Quarters	75
1 Big Wheel	25
1 Set of Stairs	75
1 Churn	50
1 Set of Tin	75
3 Bedsteads but clothes	15 00
10 Chairs & Rocker	2 00
1 Small Table	25
1 Clock	1 00
1 Chest	75
1 Set of Furniture	17 75
1 Set of Linen	16 75
1 Set of Dishes	5 00
2 Dishes	8 00
1 Set of Glass	5 00
1 Table	2 00
1 Watch	2 00
1 Set of Lash	1 00
1 Set of Blank	1 00
1 Croquet	1 25
1 Set of Glass	1 00
1 Set of Glass	5 00
One	15 00
Calif.	7 00
Small Stone	1 00
With Litter	2 00
1 Set of Iron	2 00
1 Set of Iron	5 00
1 Set of Iron	147 75

Respectfully Submitted this 14 day of
 Nov, 1894.

J. M. Glandy
 Jos. Dohinger
 Wm. Miller Decd

List of Personal Property sold at Burney Hills and
 June 25th 1891. Items all valued less than \$50
 each \$500 and over 12 months term note with interest

Emily W. Hill Willows	
1 Table 50	100
1 Cribbed bed	200
1 Bedstead	75
1 Chair	25
1 St. Linen	50
3 bed. & bedclothes @ \$1	75
1 Small Table & Chair set	1500
2 Short Guns @ \$25 each	200
1 Table & desk	500
1 set of Linen & 1 Milk Can	200
1 set of Saddle & 1 brk 25	1600
1 set of Linen & 1 Milk Can	40
	85
	4650
Edg. Bunker Washburn	200
H. Allison Linen	115
W.C. Fugate Linen & 1 brk 40	75
U.C. Hamman 1 brk 50	4950
1 brk Saddle brk	500
J. T. Smith 1 brk 100	1475
J. M. Jordan 1 brk	800
	12775
L. J. Allison 1 brk	570
Chas. Anderson 1 brk & 1 brk	705
Mrs. Smith 1 brk	605
H. H. Allison 1 brk	100
Richo. Kestling 7 chairs	25
Samson Carter 1 brk	45
John Gardiner 1 brk	25
W.C. Fugate 1 brk	10
J. T. Smith 1 brk & 1 brk	80
Sam. Kestling 1 brk	125
J. T. Smith 2 brk	25
H. H. Allison 2 brk	25
	18280
R. W. Lindsey	
1 set old Linen	100
1 set of Linen & 1 brk	1700
1 set of Linen & 1 brk	80
1 set of Linen & 1 brk	500
1 set of Linen & 1 brk	60
1 set of Linen & 1 brk	100
1 set of Linen & 1 brk	25

The amount charged in this bill
 has been paid in full by the
 party indebted to me
 R. W. Lindsey
 Burney Hills, Minn.

Nov 28th 1891
 R. W. Lindsey Adm.
 Burney Hills, Minn.

I, Joseph C. Rhoads of the County of Duluth and State of Michigan do hereby certify that the following is a true and correct copy of the original and true copy of the will of the late Joseph C. Rhoads as made and published in the County of Duluth and State of Michigan, and I certify that the same is a true and correct copy of the original and true copy of the will of the late Joseph C. Rhoads as made and published in the County of Duluth and State of Michigan.

Item First I give to my beloved wife Margaret A. Rhoads all my real and personal Estate of every kind wherever for the term of her natural life. And I require her to pay off any just debts.

Item Second I give to my son Samuel H. Rhoads a tract of land containing about 70 Acres bounded as follows Beginning at a stake on the Macadamized Road below Madison Point a stake on the Macadamized Road to a white oak & 1.4 C. 1/4. 1/2. 59. poles. 7 links to a Poplar supposed to be on Powell's line with same & 1.60 1/2. 38. poles to a white oak & 1.4 C. 1/4. 1/2. 59. poles. 7 links to a Poplar supposed to be on Powell's line with same & 1.60 1/2. 22. poles 2 links & 80 1/2. 10. 6 poles 3 links & 1.5 1/2. 10. 44 poles 5 links to a Stake on C. R. R. & 1.60 1/2. 22. poles 2 links to a Stake on the same & 1.60 1/2. 21. poles 2 links to a Stake on the same & 1.60 1/2. 23 1/2. 8. 66. poles 3 links & 1.60 1/2. 30. poles 1/2. 6 links & 1.60 1/2. 20. poles 15 links & 1.60 1/2. 8. 5 poles & 1.60 1/2. 15. poles 7 links & 1.60 1/2. 20. poles 10 links to a Stake near a gate & 1.60 1/2. 6 poles 22. links to a Stake on the Macadamized road with same & 1.60 1/2. 28. poles 119 links & 1.60 1/2. 22 1/2. 64 poles 8 links to the Beginning.

I give to my son Joseph C. Rhoads another parcel of my land as bounded as follows Beginning at a Stake on the Macadamized road below Madison Point a stake on the Macadamized road to a white oak & 1.4 C. 1/4. 1/2. 59. poles to a Poplar supposed to be on Powell's line with same & 1.48 1/2. 8. 14 poles 13 links & 1.48 1/2. 8. 37. poles 11 links to a Stake and 1.48 1/2. 10. poles 18 links to two Chestnuts & 1.48 1/2. 23 poles & 1.48 1/2. 47 poles 20 links to a large pine & 1.48 1/2. 37. poles to the mouth of a hollow at the creek & 1.48 1/2. 4 poles 20 links to a Stake on the bank of the Creek & 1.48 1/2. 28 poles & 1.48 1/2. 40 poles 12 links to a maple near the head of Jay Wilson Hollow & 1.48 1/2. 13 poles 5 links to a Walnut by the same & 1.48 1/2. 30 poles 10 links to a Chestnut & 1.48 1/2. 23. poles to a Stake by the road near and old orchard and with the road & 1.48 1/2. 32. poles 6 links & 1.48 1/2. 22 1/2. 14 links to the Beginning.

I, my son Joseph C. Rhoads, I give another portion of my land bounded as follows Beginning at a Stake on the Macadamized road near the old orchard corner to the land given to J. C. Rhoads & 1.48 1/2. 23 poles to a

106 Virginia In Pulaski County ^{County} Court
 10th Jan 1873.
 In presence of witnesses present and ordered to be in full force
 John, for Frankland.
 10th Jan 1873.
 ordered to be in full force
 John R. D. G. for Frankland etc.

I, Hugh Meredith of Pulaski County & State of Virginia make this my last will.
 I give, devise and bequeath my estate & property, real & personal as follows: That is to say: To my daughter Lucinda Curtis I give and bequeath (in addition to a former gift) the sum of Ten Dollars. To my daughter Mrs. Nancy Desanech & bequeath the sum of Forty Dollars. To my daughter Katherine I give the sum of Twenty Dollars. To my daughter Elizabeth Turner I give the sum of Twenty Dollars. To my daughter Mary G. Bell, I give the sum of One Dollar. To my daughter Sarah Ann the sum of Twenty Dollars. To my son I give and bequeath one third of the sum of Twenty Dollars, executed in 1862 or 1863. I believe which said sum has been mislaid. I also give William the interest due on his note of Eighty five dollars, bearing date July 26th 1870. But the principal must be paid to my estate. To my son John, I give the sum of Twenty dollars I loaned him several years ago, also his receipt for one hundred & seventy one dollars, dated Jan. 1st 1871. also one sixth of my real estate. To my son W. H. I bequeath one sixth of my real estate. To my son Hugh I give one horse, "Fam", one yearling colt, and cow "Beauty", one saddle (saddle) & bridle, one double barrel shot gun, one Tupper bedding, and one hundred dollars in money. To my daughter Emma, I give one bedstead & bedding, one cow "Lill", five chairs, and one old cook stove. To my son daughter Salome I give one bedstead & bedding, one cow "Nancy", four chairs and one bureau. To my daughter Bessie, I give one cow, bridle, one chair, one cedar bedstead, and pillow, one clock and one cow.

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 Lady. To my daughter Lillard give one cow "Mollie" one bedstead & bedding, one chair, one tall leg table and one side saddle. To my son Edgar I give one Tupper bed & bedding, one cow "the biggest twin", one colt, one small cook stove & vessels, one half of my money and one half of my farming tools, one silver watch, one small table, and one double drawing, one Hardesty's Historical and Geographical Encyclopedia, five chairs, one crane scow & two little boats and one third of my land. To my four daughters, namely Emma, Salome, Bessie and Lilla, I give jointly, one sewing machine, one cow "Nancy", both to be kept on the land & benefit of my family now with me, also one third of my land. I also bequeath to the children now living with me, namely Emma, Salome, Bessie, Lilla, Viola and Edgar, all corn, wheat, or other grain, hogs, sheep, and any and all negroes, slaves & with their increase, to be kept on the premises & used for the benefit of the family now with me.
 Of all bonds and evidences of money due me, I bequeath to my said children, namely, to be equally divided, William, John, W. H., Hugh, Edgar, Emma, Salome, Bessie and Viola.
 All property and money not herein mentioned, I give to Hugh, Edgar, Emma, Salome, Bessie and Viola, to be equally divided, and should either of the last named children die without heirs of their own body, then said property & money shall revert back to the surviving brothers and sisters last named.
 I appoint L. T. Meredith executor of this my last will. In witness whereof I have signed, sealed, published, and declared this foregoing instrument.
 Given under my hand and seal, this 24th day of October, 1873.
 Hugh Meredith
 Witness
 H. T. Smith

We hereby certify, that the said Henry Meredith, on the 24th day of October, 1893, signed and sealed the foregoing instrument and published and declared the same as and for his last will; And we at his request, & in his presence, and in the presence of each other, have hereunto set our names as subscribing witnesses.

J. S. Franklin Seal
W. H. Shoveller Seal
W. H. Smith Seal

Virginia At a Circuit Court continuing & held for the County of Pulaski, on the 18th day of

The last will and Testament of Hugh Meredith, late of this County deceased, was this day produced in Court proven by the oaths of Wm. H. Smith and W. H. Shoveller subscribing witnesses thereto and it ordered to be recorded.

And on the motion of L. T. Meredith the Executrix named, who made oath thereto and together with Charles B. Stockton and J. E. Moore, the executor named, entered into and acknowledged their bond in the sum of \$2500.00 conditioned according to Law Certificate is granted for the same in due form.

Test J. M. Bosung W.

Know all men by these presents, that I Charles B. Stockton of the Town of Tidewater, in the County of Pulaski and State of Virginia, being in good health and of sound and disposing mind and memory, do make, publish and declare this my last will and Testament, hereby revoking all former wills by me at any time heretofore made.

First, I hereby constitute and appoint my wife, Mary Jane Stockton, to be the executrix of this my last will, hereby directing my said executrix to pay all of my just debts and funeral expenses out of my money or estate which I may own at the time of my death, and it is my will that the same be paid as soon after my death as can

be done conveniently and without sacrifice of my estate. And to this end, I do hereby fully authorize and empower my said executrix to make public or private sale of my property, whether personal, real or mixed, of whatever kind and nature the same may be, at such time or times, place or places, and upon such terms as to her shall seem for the best interest of my estate; and she is hereby fully empowered to make any and all such sales without application to any Court of Chancery or Probate whatsoever.

Second, And I hereby give, bequeath and devise all the residue of my estate, real, personal and mixed, whatever the same may be situated, to the said Mary Jane Stockton, my wife and executrix, as for and to her own sole, separate and individual use and benefit forever to have, hold and enjoy the same absolutely in fee simple, together with any interest or interests, in any business, stock Company, or firm, and any and all choses in action of whatever name and nature the same may be.

Charles B. Stockton

In testimony whereof I hereunto set my hand and seal, and publish and declare this to be my last will and Testament written on two sheets of paper, signing my name to both sheets, in the presence of the witnesses named below, this twenty fifth day of June, in the year of our Lord, one thousand eight hundred and eighty eight.

Charles B. Stockton Seal

Signed sealed published and declared by the said Charles B. Stockton as and for his last will and Testament, in the presence of us and each of us, who, in his presence and at his request, and in the presence of each other have hereunto signed our names as witnesses thereto.

John F. Backusville
J. E. Moore

Virginia At a Circuit Court held for the County of Pulaski on Saturday March 21st 1894

The last will and Testament of C. B. Stockton late of this County deceased was this day produced in Court and proven by the oath of J. E. Moore of the County of Pulaski, one of the subscribing witnesses thereto, and is ordered to be recorded.

and that the only recitation in said will named,
who made said threats and with R. Smith as
her surety returned and acknowledged a bond in
the penalty of Five Hundred Dollars \$500⁰⁰
conditions according to law. Certificate is
granted her for obtaining a probate of said will
in due form.

Test J. H. Boring C. H.

1893	Apr 1	To 1 Dr. Fidelity	
"	6	" 14 Bush, oats @ 20c	15 60
"	6	" 6 bush. Corn feed	2 40
"	18	" 31 Bush, Oats 20c	7 35
"	20	" 62 lbs. Corn feed	6 20
"	22	" 22 1/2 " Timothy feed	13 94
"	22	" Cash to Cynthia Bentley	1 00
"	24	" 8 Bush. Oats @ 20c	8 00
"	"	" 900 lbs. Fidelity	1 60
"	"	" 7 bush. Corn feed	7 02
"	"	" 3 1/2 " Timothy feed	8 84
Oct 24	90	8 Cash to Cynthia Bentley for 1000	60
July 26	"	" paid on notes for 1892	3 88
July 28	"	" " " " " " " "	34 00
Aug 29	"	" " " " " " " "	4 88
Oct 20	"	" 72 " Timothy feed	28 33
" 31	"	" 1 Dr. Fidelity	3 00
Nov 7	"	" Cash Paid Cynthia Bentley	16 25
" 24	"	" Check to S. O. Bentley	2 00
" 30	"	" Notes for 1893	110 95
"	"	" Cash pd. Cynthia Bentley	59 80
Dec 5	"	" Paid for Blue	5 00
" 18	"	" 18 Bush. Buck Wheel	18 75
Jan 6	"	" Cash to Cynthia Bentley	10 50
Feb 7	"	" 8 Bush. Corn feed	5 00
" 7	"	" Timothy feed	37 50
" 11	"	" Cash Cynthia Bentley	5 12
" 21	"	" 1 Bush	5 00
Mar 21	"	" 1/2 Ton Fidelity	6 00
" 24	"	" 24 " Timothy feed	7 62
" 31	"	" 31 " Timothy feed	2 40

To Amount forward
Sum of 576 on \$1000.00 note

430.50
20.31
450.81

1893	Apr 22	By Cash for Hay	16 00
"	"	" Pasture Weston	5 00
"	"	" Jim Lemmer	10 00
May 4	"	" Keeping 7 yearlings 6 mo. of R. R. Hall	27 00
June 17	"	" King Amie's bail of Jim McElanahan	10 00
July 25	"	" Hay sold to J. J. Pearson	10 00
"	"	" Lamb	9 10
" 20	"	" C. H. King, bail	10 00
Aug 28	"	" Old cow bailed for keeping store	28 33
Sept 19	"	" Keeping horse 1 mo. + 28 days Lamb	1 80
Oct 31	"	" Jim Lemmer	8 79
Nov 7	"	" 23 " Wood	10 98
" 10	"	" 1 Cow sold	21 87
" 23	"	" F. L. Campbell pasturing cattle	110 75
Dec 5	"	" Lu Allen for Pasture	7 85
Jan 6	"	" Cattle sold Jordan	5 00
"	"	" for Corn	8 00
"	"	" 72 Bush. Corn Whittaker	36 00
"	"	" 20 bush " R. Long	10 00
" 24	"	" Cattle	35 10
Feb 7	"	" Corn	8 00
"	"	" " "	10 00
" 21	"	" 12 bush Corn bailed for Lent	6 00
Mar 3	"	" Corn	8 00
" 20	"	" " " " " "	11 50
Apr 4	"	" Bal due this day to Grandson	44 53

1894	Apr 1	To Bal of last year	44 58
" 4	"	" 28 lbs. Timothy feed	2 80
May 9	"	" 100 lbs. Timothy Bentley	4 63
" 15	"	" Cash " "	20 00
July 16	"	" 72 " Timothy	2 00
" 25	"	" Back. Notes for 1891	8 87
"	"	" R. B. Bentley Execution for Corn	35 60
Sept 17	"	" Stamps for Nov. + Cynthia Bentley	38
" 20	"	" Philip Ross Bill for Cynthia	6 60
Oct 5	"	" 1 pr. Shaws for Randall	1 50
"	"	" 1 Bush for " "	2 00
" 15	"	" Cash for Cynthia	8 75
" 16	"	" Bill at Philip Ross for Cynthia	9 78
" 20	"	" Bal. for Cynthia	2 50

Nov 1	3 1/2 Dm Fertilizer	670
" 30	Loose for 1894	5720
" "	600 lbs Fertilizer	414
" "	Cash paid for 3 Hogs	900
" "	" " Shucking Corn	570
Dec 14	" " Cynthia Bently	500
22	" " George Bently	5000
" "	to do let for Recording 2 agreements	102
Jan 22	" " Cash pd Cynthia	100
23	" " Mrs. W.D. Tate for Nannie Bentlys Music	400
" "	" " Gas Lime 25 days work	200
" "	" " 40 bush Corn @ 50c	2000
" "	" " 250 Shucks for do	2000
" "	" " 3 of Hay Crop " do for Stone	4000
Feb 18	" " Cash pd Mrs. C.B. Tate	1000
Apr 1	" " Bill at Phelps Bros for Cynthia	107
" "	" " " " " "	1433
13	" " 142 lbs Corn said @ 50c	1471
" "	" " Bill of Mrs C.B. Tate for Nannie Bently	1433
" "	" " Comm. Perkins for Mrs Abe	500
" "	" " 50% Commission on \$806.00 Rent	3000
" "	" " 6% int on \$442.50 Bal of last yr for 1 yr	268
Apr 13	" " Bal due Nannie this for this day	6673
		60610

April 4	By 20 1/2 Bacon	350
6	" " Chk R.C. Cuthman keeping 3 hoes 4 mos 87 days	3640
16	" " 40 Bush Corn to Macleish	2000
23	" " 40 " " " Bently Co	2000
28	" " 37 1/2 bush Corn to 250 lbs Bacon to Macleish	4400
May 15	" " Cash 32 1/2 Wood @ 15c	480
July 17	" " 3 Lumber @	1200
207 7	" " for Wheat	700
Nov 1	" " Keeping 35 Cattle 12 mos for J.B.L. Bell	4200
" 1	" " 5 1/2 Lard B.C. Smith (in 93)	840
" "	" " Pasture of Catf from C.W. Hammond	800
1	" " for Hay from Jack Nickman	1000
1	" " pasture of 3 Cattle for Bowlin	300
1	" " Corn 20 bush for K. K. K.	2000
" "	" " Hay from Wilson	400
		60610

1895
Apr 13 By Bal due Nannie this day from last year apr
ref on out page

Note No. 1
The Guardian Reports Stock on farm. 2 Cows worth \$12.00
Hogs \$30.00. 1 Boar 40c Total \$48.00. 2 Steers \$60.00. Total \$108.00
Corns & Bacon & Lard also.

Note 2
J.R. K. Bells Guardian Bond is in the penalty of \$500.00
with Frank Bell Jr. Security & is ample.
Office of Wm. M. Perkins Comr of Accounts for Pulaski Circuit
Court. Pulaski Va 24 Aug. 1896.

To The Hon Judge of Pulaski Circuit Court
I have file with the Clerk of gr. Court my report of the settlement of the acc.
of J.R. K. Bell as Guardian of L.H. Bently, L.K. Bently, R.L. Bently,
Margaret C. Bently, W.M. Bently Jr. Nannie L. Bently, J.R. K. Bently
& Lucy C. Bently infant Children of Mrs Sidney L. Bently, deceased.
The said account was duly posted by me before completed as
required by law. It was reported by Bell Guardian in the time
required by law of him, but for good cause appearing to your
Comr. of Accounts was not then sooner reported.

I Truly Submit
Wm. M. Perkins Comr. of acct.
Pulaski Circuit Court.

Presented at a Circuit Court Continued & held for Pulaski
County
October Term 1896.
J.R. K. Bell Guardian of the Children of Mrs.
L.H. Bently has this day executed a settlement of his acct with
his wards which was examined & approved and ordered
to be recorded.
Jude M. Brooming Clerk.

In The Name of God Amen
I, James T. Anderson of Montgomery
County, State of Virginia being of Sound
Mind and disposing Memory do make and
publish this my last will and testament
first out of my funds I may have at my
death I desire my honest debts be paid and
my funeral expenses which are to be in decent
Christian manner.
Second. I am to be taken care

of and nursed and provided for Comfortably
so long as I live by the beneficiaries in this will.
Sarah J. Anderson and Mary E. Barnett.

I think I will and
bequeath unto Sarah J. Anderson my niece and
Mary E. Barnett who has nursed me in my illness
all of my entire property to be equally divided between
them.

In testimony whereof I have hereunto set
my hand and seal and publish this to be my last
will and testament in presence of the witnesses named
below, this 5th day of July, 1897

James S. Anderson (deaf)

Witnessed Sealed declared and published by the said
James S. Anderson as for his last will and
testament, in the presence of us, who at his request
and in his presence and in the presence of each other
have subscribed our names as witnesses hereto.

A. F. Hermann.
R. H. Cmeal

Virginia At A Circuit Court Containing & held for Pulaski Co.
March Term, 1898

Mary Barnett + Sarah J. Anderson

Nancy J. Price

3rd Motion to Probate
James Anderson's Will.

This day came both the plaintiffs and
the defendant by their Attorneys, and admitted that
they have compromised and adjusted the matters in
dispute between them and that the defendant has
agreed to withdraw all opposition to the probate of
the will in consideration of the sum of one thousand
dollars which the plaintiffs consent may be paid the
defendant out of the Estate of James Anderson
bequeathed by his will, whereupon witnesses having
been examined and it appearing that the papers
so presented was executed by James Anderson in
the manner required by law, that it is the true last
will & testament of James Anderson died it is con-
sidered that it be published & recorded as such,
and by consent of parties by their Attorneys it is
agreed that J. C. Wynn, Curator of the estate of
James Anderson do pay to Nancy J. Price the sum
of One thousand dollars with interest from that date

out of the assets of his testator in his hands to be administered.
Mary J. Price attorney gave notice of their claim to a line on the
any and adjourned to her which the Curator is required to respect.
The Curator will proceed to wind up the Estate by paying debts if
any, and distributing the residue according to the terms of this order
and the will suspending the line of plaintiffs attorneys for fees in
this matter.

Copy

Date J. N. Barney Clerk

Ecd. of Barney Hill.

In case with R. W. Lindsey, Admin,
Dr.

1891.	20	Expenses on trip to Norman to qualify	1.50
Nov 14	"	R. R. Fare to Doraper + back to home property appraised	.40
"	"	for Magistrate to sworn appraisers	1.25
"	"	for boy to go to Magistrate	.50
"	"	1 1/2 days self attending appraisement	1.50
19	"	2 Days getting Mrs Hill other goods to Allisonia	2.00
28	"	1 Day to Examine at sale	1.40
Dec 28	"	Paid Clerk of Court for recording order	2.00
March 4	"	" " " " appraisement &c.	2.20
"	"	" " " " " "	.25
May 10	"	" " " " " "	.50
" 24	"	" " Acknowledgment of Deed to Miss Doraper	.50
" 28	"	" " 1 Day at Doraper to collect other expenses	1.40
" 29	"	" " Called on Mrs L. note of Deed dated 1922	21.00
1893	"	" " J. D. Heston & Co. Bond 1 st & 2 nd ind.	11.42
July 25	"	" " J. M. Jordan Merchandise	20.57
Aug 1	"	" " C. G. Lash & Tate	22.99
" 24	"	" " Mrs Edw. M. Hill, The widow	83.25
Apr 1	"	" " J. H. Laves for motion to appoint a dem.	5.50
"	"	" " Wm M. Perkins Com. accy for this Settlement	2.00
"	"	" " Estimated Cost for recording this Settlement	2.00

1891, 1892
By proceeds of Personal property, sale made 28th Nov. 91.
Less for \$5.00 interest on 1 year credit.
1893
Balance due admn. this day
Bal due admn. this day in final Settlement. \$5.51 \$124.36 18906

Office of Com. of A. C. Circuit Court Pulaski County
To Hon. Judge of the Circuit Court of Pulaski County
To have report to you the Settlement of the accounts
of R. W. Lindsey Admin. of Barney Hill. which shows

The foregoing Settlement of B. M. Whimbley Adm of
C. O. McDemore, Decd, was presented in open Court
and ordered to be recorded.

Teste J. M. Bosang Clerk.

We the undersigned Appointed by the Court at the August
Term to appraise the effects of E. J. Painter deceased having
been duly sworn find him possessed of bonds to the Amount

One Gold watch	\$1397.60
One Bicycle	30.00
One Trunk	30.00
One half interest in 30 Shares of Stock in Pulaski Development Company	5.00
	<u>65.00</u>
Witness our hands this 15 day of Sep. 1894	2067.60

Ward Wood
J. W. Collesby
Cash 1st paid in by Mrs L. C. Painter September 24, 1894
J. M. Painter adm of
E. J. Painter.

Office of Comm of Accounts Pulaski Circuit Court Octo. 16, 1900.
This money is approved & returned to the Clerk of the Court to be
recorded as required by law
Wm. M. Perkins Com of Accounts
Pulaski Circuit Court.

County of Pulaski, State of Virginia, &c. &c.
I, J. M. Hunt, a Notary in and for
the said County, do certify that W. J. Collesby this day appeared
before me in my said County & made oath before me that he
was to appraise the estate of E. J. Painter decd, according to law,
Sworn under my hand this 28th day of Aug. 1894.
J. M. Hunt, N.P.

County of Pulaski, State of Virginia, &c. &c.
I, J. M. Hunt a Notary in and for the said
County of Pulaski, do certify that W. J. Wood this day appeared
before me in my said County and made oath before me that
he was appointed appraiser & would appraise the estate of
E. J. Painter decd, according to law.
Sworn under my hand this 1st day of
Sept. 1894.
J. M. Hunt, N.P.

Office of Comm of Accounts for the Circuit Court of Pulaski
County.
I have ascertained the entire money returned to me by
D. M. Painter, adm, of E. J. Painter deceased & find it in proper form
and it is approved by me & will be returned to the Clerk of said Court to be recorded
as required by law.
Sworn under my hand this day of 1894.

Pulaski Circuit Court.
Octo. 16, 1900.
Received of Wm. M. Perkins Com of
Accounts, Pulaski Cir. Ct.
Teste J. M. Bosang Clerk.

I William J Wood, being of sound mind
and disposing memory, do make
and publish this as and for my
last will and testament hereby revoking
my all former wills.
First: I own three hundred and
thirty five acres of land, more or
less, lying near Max Meadows in
Nye County, which I value at \$10,000.
This tract of land I give, devise and
bequeath to my son Wm Walter Wood,
but he is to pay to each of my
four daughters hereinafter named
the sum of one thousand dollars
each upon their becoming twenty
one years of age or sooner, if
he desires to do so, but the pay-
ments are not to bear any in-
terest. And I hereby expressly
charge the above named tract
of land with the payment of
the legacies given to my daughters
by this clause of my will.
And if I should die before my
son above named attains his
majority, I direct that he is to
have the possession of the land
herein bequeathed to him.
Second: I give, devise and bequeath

For record of this will in the
Pulaski Circuit Court, see
book 10, page 100.

For return of same retained in town
of Casper by the Court on Record No 27 326

For return of this land
retained in the town of
Casper by the Court on Record No 27 326

to my four daughters, Sarah M., Mary & Elizabeth G. and Jane A. my "home place" containing five hundred and nine acres, more or less, it being the land on which I now live, my said daughters to own and hold said place equally, and each of them is to have a home at the "mansion" house on said land, until they marry and if any of them should never marry then the one or ones not marrying shall have a home at said mansion house for life.

Third: I further direct and will that my said son Wm Walter Wood, shall have a home at the "mansion" house on my "home place" until he marries, or until he desires to remove to his land near Fox Meadows, whichever shall first occur.

Fourth: I further direct and will that all my just debts and funeral expenses be paid out of my personal property and I authorize and empower my executors hereinafter named to so manage and control the same for this purpose as in their judgment shall seem best and so far as to be equally divided among all my children.

Fifth: In the event of my death before my wife, I hereby authorize and empower my wife to employ my son Wm Walter Wood as manager of my farm and farming interests, and to pay him such a reasonable salary for his services as manager as may be fair and just in

Sixth: I nominate and appoint my wife Mary Ellen Wood and my son Wm Walter Wood as executors and executors of this my last will and testament, and request that they be allowed to qualify as such without giving bond given under my hand and seal this the 13th day April, 1901.

Wm J. Wood

Signed and published by Wm J. Wood, as and for his last will, in the presence of us who in his presence and in the presence of each other have furnished subscribers names as witnesses:

Jos W. Painter
M. J. Coage

Virginia, Va. Circuit Court held for the County of Berkeley, March 19th 1902.

The last will and testament of Wm J. Wood deceased was this day produced in Court, and proved by the oaths of Jos. W. Painter and M. J. Coage the two subscribing witnesses thereto and is as set out to be recorded. And on the motion of Mrs. Mary E. Wood the executrix therein named, who made oath according to law, and entered into and acknowledged a bond with penalty of \$4000.00 conditioned according to law (but without surety) certificate is granted for obtaining a probate of the said will and her last wish.

Accep. Teste: J. M. Bossey Clerk

Re: the undersigned appraisers, appointed by the Circuit Court at the March Term, 1902, to appraise the personal property of which N. J. Hook, late of said County, died seized and possessed, after being duly sworn for that purpose, to make the following inventory and appraisement of said property found:

5	Stacks Hay	75 00
3	Cows (3 years old)	90 00
1	Cow " yr	20 00
3	Swine and lambs	570 00
7	Yearling cattle	120 00
3	Two year old cattle	165 00
1	Two year old heifer	15 00
1	Old Bunder	10 00
1	Wheat drill	25 00
1	Hay rakes	5 00
2	Hay carriers	2 00
2	Old mowing machines	1 00
3	3 year old cattle	150 00
2	Cows	78 00
4	Swine	40 00
3	Small Hags	74 00
1	Boar	5 00
2	Horses	35 00
7	Wagon	100 00
1	Wagon	15 00
1	Cow	20 00
2	Mares	50 00
2	Mares	70 00
1	Bull	150 00
3	Cows	40 00
5	Cows	45 00
1	Cider mill	125 00
2	Swine Lard press, Ice cream freezer	50
1	Dog fences	5 00
2	Cups and saucers	2 00
4	Preserve stands	1 00
7	Dishes	25
2	Butcher	1 50
4	Pickles stands	1 10
1	Grass hawl and saucers	25
1	Dog fences and forks (new)	25
2	Spoons	10 00

12	Swine and fork	2 00
4	Chairs and one table	15 00
1	Box	4 00
1	Safe	1 00
1	Iron Safe	75 00
7	Lamps	25 75
1	Bed Clothing	3 00
3	Clocks	71 00
3	Box Chair	2 00
1	Rifle	10 00
1	Shak	2 00
1	Grinding machine	2 00
4	Small Beds	70 00
	Paro	5 00
	Table and Sofa in parlor	10 00
	Hat rack	5 00
1	Set Bed room furniture	75 00
1	" " "	17 00
1	" " "	25 00
1	" " "	15 00
1	Carpenter's tools	5 00
1	Sheep shearing machine	5 00
1	Mower knife grinder	1 00
	Lard	8 00
3	Stove plates	3 00
4	Narrows	11 00
4	Turning plates	11 00
	Corn sheller	3 00
	Fan mill	1 00
	Gas (200 lbs)	100 00
5	Seyth and Seythes	1 00
3	Green rollers	3 00
	Corn feeder	1 00
	Gray horse	10 00
	Mare	70 00
	Harness	15 00
	Cutting Box	1 00
6	Fork	6 00
	Buggy and harness	35 00
	Corn crusher	5 00
	Grinding stone	2 00
	Shovels, mattocks and hoe	2 00
477	Lps Bacon	59 00
	Lps L. Carley Dr. Lard Wood	376 10
	D. R. Albert	137 00

Stock in Farmers Bank of S.H.V. 300.00
House Sack 80.00
Cow Sack 27.50
384.95

Given under our hands this
15th day of Apr. 1902

Joseph Kelly 3
J. A. Pratt 3
Geo. H. Painter 3

Virginia: In Pulaski County Court Clerk's office
May 3rd 1902

The foregoing appraisement of the personal
property of H. J. Wood was presented
and, after being examined and approved,
certified to the Clerk of Pulaski County
court for recordation.

J. W. Rosang, Clerk of Court,
of account.

Presented in Pulaski County Court
Clerk's office by J. W. Rosang,
Clerk of account and admitted
to record.

Teste: J. W. Rosang Clerk.
