

(131)  
This Article of agreement entered into this 23<sup>rd</sup> day  
of August one thousand seven hundred and ninety seven between  
Samuel Gilliland and Andrew Stanton both of ye County of  
Washington and State of Virginia Merchants Witnesseth  
that ye said Samuel Gilliland has this day sold the said  
Andrew Stanton a tract of Land with all the appurtenances  
thereto belonging situated and laying on a certain Creek  
called Bays Creek being part of ye waters of Green river  
in ye State of Kentucky which he holds in right of his  
wife as co partner to Mary Edwinstown bearing date the  
15<sup>th</sup> day of March 1791. Well more clearly appear and which  
possession is assessed taxes in consideration of five hundred  
dollar to be paid by the said Andrew Stanton on or  
before the first day of April next. Eighty pounds whereof  
the said Samuel Gilliland hereby acknowledges to have  
received as a part of said price. And ye said parties  
further mutually agreed that if on the 1<sup>st</sup> day of April next  
the said A. Stanton does not find himself satisfied with  
title that may be made by ye said S. Gilliland for said  
Land or quality does not equal his expectations, then the  
said Samuel Gilliland obligates himself to pay back to the  
said A. Stanton the above mentioned payment of eighty  
pounds specie &c. and agrees that in the meantime  
he shall hold possession of Negro Girl named Phabe  
(which the said A. Stanton sold his partner S. Gilliland)  
as security for said eighty pounds. On the part of  
the said A. Stanton it is mutually agreed that if he  
approves of the title and quality of ye Land he shall  
pay in some good trade at cash valuation the balance  
of seventy pounds to the said S. Gilliland and then  
make the said S. Gilliland a good title to said  
Negro Phabe. It is further agreed that if the said  
A. Stanton should not take the Land the eighty  
pounds as above must be paid by the said S.  
Gilliland in the following manner say in dry goods of  
good merchantable quality to be delivered to the said  
A. Stanton in Nashville State of Cumberland at the  
wholesale price in Richmond say on such Terms as  
any two disinterested men shall say they can be bought  
in Richmond on six months or the said A. Stanton

(139)

allowing ten dollars for 100<sup>th</sup> there for carriage. It understood clearly  
the above named sale of Negro Phoebe to Mr S<sup>r</sup> Gilliland where the  
said Abigail was made say till for her and that the S<sup>r</sup>  
Abigail is to continue to hold her right to her until the said  
Samuel Gilliland pays up the eighty pounds as above this in  
the meantime or say until the 1<sup>st</sup> day of April next the S<sup>r</sup>  
Abigail agrees she shall serve the said S<sup>r</sup> Gilliland  
for her victuals and clothes for the faithful performance  
of this Contract each party stands mutually bound to the  
other their heirs executors or assigns in the just and full  
sum of one hundred and sixty pounds good N<sup>o</sup> 100 as  
Witness our hands and seals this day and year above  
written. (As to under this agreement more clear tis necessary  
to say both parties understands that if the said Abigail  
is not satisfied with the Land that the said Abigail  
shall demand and receive the price of the Land on the  
1<sup>st</sup> day of April next and on such receipt to make said  
S<sup>r</sup> Gilliland a good and sufficient deed for y<sup>e</sup> Land and  
return to S<sup>r</sup> Gilliland his patent back again)

Witness

James Dycart

Thos. Edmondson

N. Grubbs

And Abigail do S.

Samuel Gilliland do S.

At a Court held for Washington County the 2<sup>nd</sup> day of  
September 1799 This article of agreement between Andrew  
Shainbow of the one part and Samuel Gilliland of the  
other part was proven in Court by the oaths of James  
Dycart and Nicholas Grubbs two of the witnesses thereto  
and ordered to be recorded.

Test

Ans<sup>r</sup> Rufus S.C.