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1.

Lafayette 4th March 1844

Be it remembered that on the 4th Monday in March 1844, pursuant to an act of Assembly passed by the Legislature of at its Session of 1843-44, appointing and establishing a Chancery to be held at the Town at Lafayette in the County of Macon Tennessee. The Hon. Bronsfield L. Ridley Chancellor for the 4th Chancery Division organized said Court by appointing Edmund T. Corley Clerk & Master of said Court who was allowed till the September Term to give Bond & Security. Whereupon the Chancellor adjourned till Court in Course.

Bronsfield L. Ridley

Lafayette, Tennessee

September Term of the Chancery Court for the District of Macon A.D 1844.

Be it remembered that now on the 4th Monday in September A D 1844, Chancellor Ridley appeared in the Court House in Lafayette when Court was opened pursuant to adjournment. When Edmund T. Corley who at the last Term was appointed Clerk & Master of this said office which was accepted by the Chancellor & there being no applicant for the office of Clerk & Master all the papers & records belonging to said office are left in the hands of said Corley until his successor is appointed. And there being no business matured for the action of the Court the Chancellor ordered that the same be adjourned till Court in Course.

March Term of the Chancery Court for Lafayette A D 1845

Be it remembered that on Monday 24th March 1845 the same being the 4th Monday in said month Bronsfield L. Ridley Chancellor appeared in the Court House took his Seat, ordered the Sheriff to open Court and proceeded in the dispatch of public business.

Robert A. Bennett who has heretofore been appointed Clerk & Master protem tendered his resignation to the Chancellor which was accepted.

March Term 1845

Butler vs Foster & others

This day came the defendants by their Solicitors & moved the Chancellor to dissolve the Injunction granted in this cause, on the face of the Bill which being examined & fully understood by the Court it is ordered that said motion be overruled.

James Young & C. J. Woker vs John B. Gammon

On motion of complts. by their Solicitors leave is granted to defts. to Answer on or before the 2nd rule day so as not to delay the hearing of the cause.

Frances Gilliam vs Elisha Oglesby & others

In this case the death of complt. Elisha Oglesby & others is suggested & admitted.

George M. & Lydia Ray vs David C. Hibbitts Admr. of R. M. Burton

This cause is ordered to be transferred to the Circuit Court for Macon County to be heard by the Circuit Judge the Hon. Bronsfield L. Ridley being incompetent by reason of relationship to defts. Intestate.

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2.

Andrew J. Wade was this day appointed by the Chancellor, Clerk & Master of the Chancery Court at Lafayette for ensuing 6 years who took an oath to support the Constitution of the United States and of the State of Tennessee and an oath of office. Said Wade also tendered the following Bonds which being acknowledged by the respective obligors thereto to be there acts and deeds for the purposes there expressed were accepted by the Chancellor & ordered to be recorded. Said Bonds are in the words & figures following to wit.

Know all men by these presents that we Andrew J. Wade, Moses Rhoads, Bennett Wright, Jefferson B. Short, Chas. J. Bratton, Thomas A. Williams all of the County of Macon & State of Tennessee are held and firmly bound unto James C. Jones Govern. of said State & his successors in office in the sum of \$1000. to which payment we bind ourselves our heirs Exrs & Admr., jointly & severally sealed & dated 24th March 1845. Whereas the above bound Andrew J. Wade has been this day appointed Clerk & Master of the Chancery Court at Lafayette for the term of six years. Now the condition of the above obligation is such that if the said Andrew J. Wade shall well & truly account for & pay over all monies arriving from taxes on suits collected by him as Clerk & Master aforesaid during his continuance in office then the above obligation to be void otherwise to remain in full force & virtue (signed)

Andrew J. Wade (seal)
Moses Rhoads (seal)
Bennett Wright (seal)
J. B. Short (seal)
C. J. Bratton (seal)
T. A. Williams (seal)

Signed, sealed and acknowledged in open Court by all the obligors 24th March 1845.

Bronsfield Ridley, Chancellor

Know all persons by these presents that we Andrew J. Wade, Moses Rhoads, Bennett Wright, Jefferson B. Short, Charles J. Bratton, Thomas A. Williams all of Macon County Tennessee are held and firmly bound unto James C. Jones Governor of said State and his successors in office in the sum of Five Thousand dollars to which payment we bind ourselves our heirs executors & administrators jointly and severally sealed and dated 24th day of March A.D. 1845. Whereas the above bound Andrew J. Wade has this day been appointed Clerk & Master of the Chancery Court of Macon County for the term of six years, now the condition of the above obligation is such that if the said Andrew J. Wade shall safely keep the records of said Court and shall faithfully discharge the duties of his office during his continuance in said office then the above obligation to be void otherwise to remain in full force & virtue.

Andrew J. Wade (seal)
Moses Rhoads (seal)
Bennett Wright (seal)
J. B. Short (seal)
C. J. Bratton (seal)
T. A. Williams (seal)

Signed sealed and accepted by me this 24th March 1845
Bronsfield L. Ridley, Chancellor

March Term 1845

Know all men by these presents that we Andrew J. Wade, Moses Rhoads, Bennett Wright, J. B. Short, Charles J. Bratton, Thomas

4. A. Williams, all of Macon County Tennessee are held and firmly bound unto James C. Jones Govr. of said State and his successors in office in the sum of five thousand dollars to which payment we bind ourselves, our heirs, Executors and Administrators, jointly & severally.

Whereas the above bound Andrew J. Wade has this day been appointed Clerk & Master of the Chancery Court of Macon County for the term of six years from this date. Now the condition of the above obligation is such that if the said Andrew J. Wade shall faithfully and collect and pay over all fines and forfeitures, agreeable to law during his continuance in office then the above obligation to be void otherwise to remain in full force & virtue.

Andrew J. Wade (seal)
Moses Rhoads (seal)
Bennett Wright (seal)
J. B. Short (seal)
C. J. Bratton (seal)
T. A. Williams (seal)

Signed sealed delivered & accepted by me this 24th day of March 1845
Bromfield L. Ridley, Chancellor
and there being no further business matured for the action of the Court ordered that the same be adjourned untill the 4th Monday in September next.

George M. Ray & Lydia Ray vs David C. Hibbitts Admr. of R. M. Burton

Be it remembered that this cause came on to be heard this 7th day of May 1845 before the Hon. Samuel Anderson, Judge of the 5th Judicial Circuit presiding in the 4th Judicial Circuit. This cause having been certified by the Hon. B. L. Ridley to said Circuit Court that he was incompetent upon account of relationship upon a motion to resolve the injunction in this cause heretofore granted and the matters being fully seen and understood by the Court it is adjudged and decreed by the Court that said injunction be and the same is hereby dissolved for the sum of one hundred and Thirty nine ~~and~~ dollars one half the amount of the judgment at law and the further sum of Two ~~dollars~~ & seventy nine cents interest upon the same from the rendition of said judgment to this day, amounting in the whole to the sum of One hundred and Forty two ~~and~~ dollars wherefore it is considered by the Court that the defendant David C. Hibbitts Admr. & Co recover of the Complainants and Fleming W. Saunders their security in the Injunction Bond the said sum of One hundred and Forty two ~~and~~ dollars, for which execution may issue as at law.

S. Anderson

Lafayette, Tennessee 22nd September 1845

Be it remembered that on Monday the 22nd. day of September 1845 it being the 4th Monday in said month and the regular time for the Chancery Court at said place, the Honorable Bromfield L. Ridley failed to attend, I have agreed to the act of the General Assembly of the state of Tennessee adjourned Court untill 8 o'clock tomorrow morning.

A. J. Wade, Clerk & Master

Tuesday morning the 23rd of May 1845.

The Chancellor of this District the Honorable Bromfield L. Ridley having yet not arrived I proceeded to open Court as on the previous

5. day and kept it open untill 4 o'clock P M at which time owing to his absence I adjourned the same untill 9 o'clock tomorrow morning.
A. J. Wade, Clerk & Master

Wednesday September 24th 1845, I proceeded to open Court pursuant to the adjournment of the previous day which was kept open untill 4 o'clock P M at which time the Honorable B. L. Ridley failed to make his appearance. It is therefore ordered by me that Court be adjourned untill Court in course.

6. January Term of the Chancery Court at Lafayette A D 1846
Be it remembered that on Monday 26th January 1846 the same being the 4th Monday of said month. Bromfield L. Ridley Chancellor appeared in the Court house took his seat, ordered the Sheriff to open Court and proceeded to the dispatch of public business.

Samuel P Bryant vs John S. Brien & others- Interlocutory Decree

Be it remembered that this cause came on to be heard before the Honorable B. L. Ridley on the 26th day of January 1846 upon a motion to resolve the Inj. and exceptions filed to defendants answers, which being considered of by the Court, the motion to resolve is overruled and the exceptions filed are sustained and the defendants have untill the 2nd rule day to amend their answers.

Jesse Jones vs E. E. Young and others (Interlocutory Decree

Be it remembered that this cause came on to be heard before the Honorable B. L. Ridley on the 26th day of January 1846 upon a motion to take Compt. Bill for confessed and it appearing to the satisfaction of the Court that subpoenas having been regularly served and publication having been fully made as required by law and none of defendants having answered the same it is ordered by the Court that said Bill be taken for confessed.

In the above case it is ordered by the Court that the fees for publication be allowed to the Union and taxed in the bill of costs.

7. Elijah Butler vs Wm. Foster & others (Decree

Be it remembered that this cause came on to be heard on this 26th day of January 1846 before the Hon. B. L. Ridley in the presence of solicitors on both sides upon the bill answers Representation and proof and it appearing to the Court that all the equity set up in the bill is fully met and denied by the answers and that the proof does not sustain the bill it is therefore ordered adjudged and decreed by the Court the Injunction heretofore granted in this case be dissolved that the defendants William Foster recover of the complainant Eliza Butler & his security in the injunction bond Michael Duffy the sum of eighty two dollars & twenty one cents being the amount as it appears to the Court of the judgement at law which was enjoined by said Complainant & legal interest to this date. It is further ordered adjudged & decreed by the Court that Complainant bill be dismissed that he pay the cost at law & of this Court and that executions issue as at law.

Sarah Ray vs George M & Lydia Ray

Be it remembered that this cause came on to be heard on this

26th day of January 1846 before the Hon. B. L. Ridley in the presence of the solicitors on both sides and the complainant dismisses her suit and the defendants assumes the costs, it is therefore considered by the Court that the same be dismissed and that the Complainant Sarrah Ray recover of the defts. George M. & Lydia Ray the costs of their suit for which execution may issue.

Jany. Term 1846

8. Eli & John B. Gammon vs Jefferson B. Short & others (Interlocutory Decree)

Be it remembered this cause came on to be heard before the Hon. B. L. Ridley on the 26th day of January 1846 upon application of complainants, it is ordered by the Court that James Young & Charles J. Coker be made defendants to this Bill and that complainants Bill be so amended as to become a Cross Bill of Complainant of Young & Coker in the case of Young & Coker vs John B. Gammon, and that said causes be consolidated and tried together

Powel M. Hall vs Elisha Oglesby Coms. (Injct. Bill

Be it remembered that this cause came on to be heard on the 26th day of January 1846 before the Hon. B. L. Ridley in the presence of Solicitors on both sides upon the Bill answers & replication, it appearing to the Court that all the equity set up in the bill is fully met & denied by the answers, it is therefore ordered adjudged and decreed by the Court the injunction heretofore granted in this cause be dissolved for the sum of four hundred & ninety four dollars & twenty cents, the amount of the judgment at law and the further sum Twenty six dollars & thirty five cents, interest amounting in the whole to the sum of five hundred & twenty dollars & fifty five cents for which execution may issue

Wm. Bratton vs Moses Rhoads (Bill

Be it remembered this cause came on to be heard before the Hon. B. L. Ridley on the 26th day of January 1846 in the presence of the solicitors on both sides when the complainants dismisses his Bill and assumes the cost. It is therefore considered by the Court that said Bill be dismissed and that the defendant Moses Rhoads recover of the Complainant Wm. Bratton the costs of this suit for which execution may issue

Frances Gilliam by her Guardian vs Elisha Oglesby & others (Bill

Be it remembered this cause came on to be heard this 26th day of January 1846 before the Hon. B. L. Ridley and it appearing to the Chancellor that there having been no steps taken in said cause for more than two terms the same be dismissed & the defendants recover of the plaintiffs their costs for which execution may issue

Alfred Paine versus Mary Wright and others.

It is ordered by the Court that the negro woman Jenny who, was hired out by an order of this Court until the next Term thereafter or until the 4th Monday in March be rehired until the 4th Monday in July. The Sheriff will take possession of her on the 4th Monday in March next; the time of the expiration of her hire & hire her out till 4th Monday in July

9. Young & Coker vs Holland

It is ordered by the Court that this cause continued until the next Term of this Court on account of the absence of Counsel. Court adjourned till the regular Term

Bromfield Ridley

10. George M. & Lydia Ray vs D. C. Ribbitts Admr. (Injct. Bill Final Decree

Be it remembered this cause came on to be heard & was heard before the Hon. Abraham Caruthers Judge of the 4th Judicial Circuit of Tennessee this cause having been transferred to the Circuit Court by the Hon. B. L. Ridley he being incompetent in consequence of relationship upon the agreement of the parties that the ompts. pay the costs of this suit & the Injunction made perpetual as to the balance of said judgment at law. It is therefore ordered adjudged & decreed by the Court that Compls. pay the costs of this suit for which execution may issue & also for the costs at law.

A. B. Caruthers

July Term of the Chancery Court at Lafayette A D 1846

Be it remembered that on Monday the 27th day of July 1846 the same being the 4th Monday of said month, Bromfield L. Ridley Chancellor appeared in the Court house took his seat ordered the sheriff to open Court and proceeded to the dispatch of public business

A. P. Bryant vs John S. Brien et als (Injct Decree

Be it remembered that this cause came on to be heard before the Chancellor B. L. Ridley this 27th day of July 1846 upon motion to set aside a proconfesso upon exceptions to the answer of defendants. When it appeared to the Court that the proconfesso ought to be set aside and the amended answer filed

Jas. D. Gibson vs A. Payne (Bill

Remanded to the rules and opened for proof.

11.

E. P. Bryant vs John S. Bryant (Injct. Decree

Be it remembered that this cause came on this 27th July 1846 before his Honor B. L. Ridley Chancellor & upon motion to dissolve the injunction heretofore granted in this cause. When it appeared to the Court that the answer of the defendant fully met and denied the Equity set up in the Bill. It is therefore ordered adjudged and decreed by the Court that the injunction be dissolved and that execution issue against Complainant and his securities in injunction bonds for the amount the Debt enjoined by said Bill of Complainant

A. Payne vs Mary Wright & others (Inj Bill

This day this cause came on to be heard upon the Bill & exhibits. And it appearing to the satisfaction of the Court that process having been served upon all the defendants previous to the last term of this Court & they failing to answer the same said bill was at this term taken for confessed which is to be taken as though the same was made at the last term of this Court. It is now ordered & decreed that unless said Mary Wright shall within ten days from this time, or any one else who may be entitled to the life estate in said negro in the Bill mentioned, execute bond in the sum of \$1200 with good security payable to Compt

11. that said negro & her increase shall be delivered to said Payne upon the death of said Mary Wright. The Clerk & Master of this Court is hereby directed to heir said negro out from year to year taking bond from the hirer payable to said Mary Wright during her life and at her death to deliver said negro & her increase to said Payne and that Complainant recover his costs herein expended from said defendants for which execution may issue

Mary, Wm. D. & John J. Wright vs Sarah E. & Thomas Simmons (Inj. Bill)

Be it remembered that this cause came on to be heard upon motion of debts, by their solicitor to resolve the injunction heretofore granted in this cause before Chancellor Ridley on the 27th of July 1846 when it appeared to the Court that the equity set up in Compt Bill is fully met & denied in the answers of the defendants wherefore it is adjudged & decreed by the Court that the injunction be dissolved and that the defendant Sarah E. Simmons recover of the Complainants Mary Wright, William D. Wright & John J. Wright & King Kerley their injunction security One hundred and fifty dollars and the further sum of five dollars being the interest at the rate of six per cent pr annum upon said sum of \$150. since the 8th of January last up to this time being in all the sum of One hundred and fifty five dollars for which execution may issue as at law upon defendant giving bond & security to refund if the Court shall so decree upon the final hearing.

Wm. Linville vs B. Wright et al (Bill)

This cause came on to be heard before the Hon. B. L. Ridley Chancellor & C this 27th July 1846 & upon the suggestion of the death of defendant Milly or Emily Linville it is ordered by the Court that said cause be remanded to the rules and revived against the heirs of said Milly.

13. James Young & Charles J. Coker vs Eli Holland, Benjamin, John, & Wm. Holland & Thomas W. Williams (Decree)

Be it remembered that on this 27th day of July 1846 this cause came on to be heard before the Hon. B. L. Ridley Chancellor & C upon Bill answers Replications exhibits & proof in the presence of solicitors on both sides and it appearing to the satisfaction of the Court that the defendant Eli Holland is indebted to the Complainants by judgements with their interest to this date amount to the sum of One hundred & seventy dollars & seven cents & costs nine dollars and it further appearing to the Court that the deed of trust made by deff. Eli to deff. Williams as trustee and the Bill of sale from said Eli to said John & Benjamin & Wm. Holland both bearing date 31st day of August 1843 & registered in the Registers office of Macon County District No. 1 containing 108 acres be the same more or less beginning at a stake in William Dunn's line running south east and north to the beginning also one other tract of land lying in said County adjoining the above mentioned tract containing by estimation five acres beginning on a Beech running east thence south thence north to the beginning on which said Eli lived at the time of the filing of this Bill in this case and the personal property mentioned in said Bill sale from said Eli to said John Williams & Benjamin Holland be by the Sheriff of Macon County sold to the highest bidder for cash after the usual & legal notice and the proceeds

14. applied¹⁴ to the payment of Complainants debt aforesaid costs & the costs of this suit the defendants Eli, John, Benjamin & William Holland being hereby decreed to pay the costs of this suit. The Sheriff will first exhaust the personal property and if it does not produce enough to pay Complainants said debts & costs & the costs of this suit, he will then sell the said lands. Process will issue to the sheriff directing him to take the personal property into his possession immediately.

George W Terry vs John Claiborne & Alfred Payne (Decree)

Be it remembered that this cause (2) for hearing before the Hon. Bromfield L. Ridley Chancellor & upon the 27th day of July 1846 upon the pleadings in the cause and it appearing to the Court that the Compt. under a decree of the Chancery Court at Smith proceeded upon the 18th August 1843 in case of Compt. vs John & Daniel Claiborne became the purchaser of all the right and title of the said John & Daniel Claiborne into the following tract of land lying in the county of Macon and bounded as follows

Beginning on a white oak a corner of Wm. Holland 28 acre survey running thence south 31 poles to iron wood thence west 22 poles to a stake Thence south 42 poles to dogwoods thence west 18 poles to a dogwood Thence south 77 poles to a stake Thence east 220 poles to a stake Thence 390 poles to a poplar and hickory Thence west 150 poles to a white oak Thence south 150 poles to two hickories Thence East 40 poles to a red oak Thence south 78 poles to the beginning containing by estimation 372 acres be the same more or less which was sold upon the 22nd Nov. 1843 and Complainant became the purchaser at the sum of two hundred Dollars which was credited upon Compts. debt as specified in said decree vs deffs John & Danl. Claiborne after deducting the costs of foreclosing the mortgage specified in said decree It further appearing to the Court that the defendant John & Danl. Claiborne had not a legal title to the whole of sd. tract at the date of said decree and purchase but the said John Claiborne executed his note to defendant for \$113 due 1st June, 1841 which was the consideration for the said Alfred Payne procuring the title to the balance of 372 he having previously procured the title on one hundred acres of said 372 acres it further appeared to the Court that he gave an obligation to Adam Claiborne a deceased son of the said John Claiborne to make him a title to the balance of the said land so soon as he could procure the patent or grant from Kentucky the land lying between Matthews & Walkers line, it further appearing (appearing)? to the Court that the sd. Alfred Payne from the twentieth day of January 1844 procured the patent from the state of Kentucky conveying to him one hundred and twenty acres of the sd. three hundred and seventy two which is bounded as follows lying south of Walkers line west of Cumberland River between said line and latitude 36° 30' on the waters of White Oak Creek and bounded as follows beginning on a white oak the south east corner of William Holland's 25 acre survey formerly owned (?) Kilbreth and also the Northeast and beginning corner of the hundred acre survey patented to John Claiborne and purchased by Compt. and also accorner to a 350 acre patented by Kentucky to Lavina Claiborne thence running down the Branch with the meanders thereof N 88° E 22 poles to a spanish oak and white oak N 50° East 25 poles to a Hickory & Beach N 25° E 60 poles to a beach & sugar tree thence north 16 poles to a Beach and white

15. Claiborne had not a legal title to the whole of sd. tract at the date of said decree and purchase but the said John Claiborne executed his note to defendant for \$113 due 1st June, 1841 which was the consideration for the said Alfred Payne procuring the title to the balance of 372 he having previously procured the title on one hundred acres of said 372 acres it further appeared to the Court that he gave an obligation to Adam Claiborne a deceased son of the said John Claiborne to make him a title to the balance of the said land so soon as he could procure the patent or grant from Kentucky the land lying between Matthews & Walkers line, it further appearing (appearing)? to the Court that the sd. Alfred Payne from the twentieth day of January 1844 procured the patent from the state of Kentucky conveying to him one hundred and twenty acres of the sd. three hundred and seventy two which is bounded as follows lying south of Walkers line west of Cumberland River between said line and latitude 36° 30' on the waters of White Oak Creek and bounded as follows beginning on a white oak the south east corner of William Holland's 25 acre survey formerly owned (?) Kilbreth and also the Northeast and beginning corner of the hundred acre survey patented to John Claiborne and purchased by Compt. and also accorner to a 350 acre patented by Kentucky to Lavina Claiborne thence running down the Branch with the meanders thereof N 88° E 22 poles to a spanish oak and white oak N 50° East 25 poles to a Hickory & Beach N 25° E 60 poles to a beach & sugar tree thence north 16 poles to a Beach and white

15. oak also a corner to s'd 350 a survey standing on a line of a survey of 300 a patented by Kentucky to Alfred Payne thence south 70° E 59 poles to a Hickory & white oak a corner to said 300
16. A survey¹⁶ thence W 22 poles to a hickory chesnut & dogwood thence south 220 poles to a hickory & double chesnut the N E corner of Alfred Paynes 850 and also the N W corner of Alexander Ferguson 70 A survey thence with the line of the 850 survey W 100 poles to a stake & double maple chesnut & dogwood thence north 150 poles with the east line of the sd. 100 survey to the beginning which patent is filed it further appearing that the s'd Adam Claiborne has never paid the s'd Payne anything for said obligation given as aforesaid and the sd John Claiborne has never paid the said Alfred Payne and that there is now due sd Payne the sd 113 dollars which with interest amount to the sum of \$146.90 It is therefore decreed by the Court that upon the complainant paying to the sd Payne the sd sum of \$113 with interest thereon from the 1st June 1841 his right and title of the sd P Payne and John Claiborne in sd time shall be divested out of them and vested in Complainant Terry and Possession delivered to him and his heirs and in case of the complainant Terry failing to pay the sd Payne his debt aforesaid within 3 months from this date or in case he shall require the Clerk & Master to proceed to sell said land then in either case the Clerk & Master will proceed and after advertising as prescribed at execution sales at law & sell 120 acres of land to the highest bidder upon a credit of 6 & 12 months taking bond and good security for the purchase money retaining alien on said land for the payment and out of the proceeds first pay the said Payne his debt and the cost of their suit and the balance to be paid over to Compt. it is further ordered that the said Payne's obligation executed to Adam Claiborne be delivered up to him & cancelled, possession is not to be delivered if sd. Terry pays the money untill the end of the year.

17. Jesse Jones vs B. F. Young & others (Final Decree

This day this came on to be heard upon the Bill & exhibits and it appearing to the satisfaction of the Court that the defendants having all been brought regularly before the Court by process and order of publication before the first day of the last term of this Court & at which term Complainants Bill was taken for confessed and the same set down for experts proceeding & the Court being now fully apprised of concerning the premises it is now ordered and decreed that the title to the three hundred & sixty five acres of land in the Bill mentioned be forever divested out of the defendants & vested in the Complainant Jesse Jones said land lying on the salt lick fork of big Barran River and Tennessee on the salt lick fork of big Barran River and known by the name of the salt Peter Cave which land was sold by Daniel McAuley, John B. Bowen, Robert Allen by their agent John H Bowen to Marlin Young and executed to his bond for title to the same which bond was on the 23rd. March 1819 sold & assigned to Samuel Jones who by his last will & testament devised the same to the Complainant Jesse Jones who together with the said Samuel Jones has had the said land in peaceable & uninterrupted possession for more than twenty years before the institution of this suit and the consideration money for said land having been paid wherefore this decree is rendered divesting the title of said land out of said defendants and their heirs & vesting

17. the same in Complt. and his heirs forever

P 18 P M Hall vs Elisha Oglesby

Upon the affidavit of Complt. this case is continued until the next term of the Court and leave given to take the depositions of T P D Hall, King Kerley and Samuel. () and it is ordered that the tracts of land conflicting in Boundary be surveyed by the County surveyor and the same reported the Complainant paying the cost of said deposition the time of 3 months is given Complt. to take proof & the defendant allowed to take rebutting proof without cost the Complainant is allowed to take the deposition of the surveyor.

Willis Austin vs Henderson Holland & others

It is ordered by the Court on motion of Complainants Solicitor that the Deposition of Charles Austin and of the Defts. in this cause be taken subject to all legal objections which may be made to this () of the same on the hearing of the cause.

Manson Young vs John B & Eli Gammon

It is ordered this the Cross Bill of Manson Young vs John B & Eli Gammon be consolidated & () with John B Gammon & others vs Jefferson E. Short & others & Young & Coker vs John B. Gammon & Eli

19. It is ordered by the Chancellor that all the cases heard at the present term of this Court be enrolled by the Clerk unless he is specially required by the Parties or one of them not so to do. and there being no further business motioned for the action of the Court the Chancellor is pleased to adjourn till the next regular Term Bromfield Ridley January Term of the Chancery Court at Lafayette 1847

Be it remembered that on Monday 25th January 1847 the same being the 4th Monday of said month Bromfield L Ridley Chancellor appeared in the Court house took his seat ordered the Sheriff to open Court and proceeded to the dispatch of public business.

On motion it is ordered by the Court that the case of Willis Austin administrator vs Charles Austin, John Austin & Henderson Holland be consolidated with the case of Henderson Holland vs Willis Austin Charles Austin & others and that both cases be heard together.

P Plaintiff vs John S. Brien & others

Be it remembered this cause came on to be heard before the Hon. B. L. Ridley on the 25th day of January 1847 upon motion of defendants for a continuance and it appearing to the Court that the injunction was dissolved at the last term of the Court and execution placed in the hands of the sheriff to coerce the collection of the money it is therefore by consent of the parties ordered by the Court that said cause be continued & the injunction be restored in this cause.

20. P M Hall vs A Oglesby (Injct. Bill

This cause is referred to the Clerk & Master for him to report the amount of fee that Jo C Guild should have for his service in collecting the money & attending to this suit the land which this suit is about

On motion it is ordered by the Court on the suggestion of the death of the complainant and the production of letters of administration granted to James Fergusson by the County Court of Macon County this suit is therefore revived in the name of said James Fergusson Admr. as aforesaid.

Mary Ann Thomason vs Bennett Wright & als (Pet. for Dower

Be it remembered that this cause came on to be heard before the Hon. B. L. Ridley Chancellor on the 25th day of January 1847 upon petition and answer it appearing to the satisfaction of the Court Mary Thomason is the widow of Bruce Thomason decd. and that said decedent died seized & possessed of a tract of land described in the petition as said petition is entitled to dower out of the same. It is therefore ordered and decreed by the Court that a writ issue from under the seal of the Court directed to the sheriff of Macon County commanding him to summon five freeholders as the law directs to allot and set off dower to petition as directed by law and report to the next term of this Court.

January Term 1847.

Rowell E. Hall vs Elisha Oglesby Coms. & C.

Be it remembered that this cause came on to be heard before the Hon. B. L. Ridley Chancellor & C on the 25th day of Jan. 1847 upon the bill, answer & replication and proof in the cause & it appearing to the satisfaction of the Court that the tract of land formerly bound by John Miller decd in Macon County in District No. 3 bounded as follows to wit; Beginning at an Elm & two sugar trees saplings, at Hodges Pension the East corner of a 640 acre tract running thence North 60 poles to a sugar tree sapling Samuel Wilson North East Corner Hodges Pension North boundary line; thence south with said Wilsons & Brawner line 202 poles to a Beech, John Brawner South East Corner; thence East 69 poles to Joseph Sullivans North West Corner, in all 160 poles to a Hickory. Thence North 202 poles to a Hickory, Elm & Sugar tree, in M C 3 North boundary line; thence West 100 poles to the beginning, containing in all 200 acres more or less, had been sold by order of the Circuit Court of Sumner County by Elisha Oglesby commissioner of said Court, that Paul M Hall became the purchaser, of said tract of land at the sale, for the sum of \$1618.50 and it further appearing to the Court that James Miller, Henry Miller, Jesse Miller, Simon Miller, Willis Miller, George Miller, John Miller, Richard Carr & wife Barbara, J. C. Montgomery & wife Polly A. Bawner & wife Sarah, William Stout & wife Polly; William () & wife Peggy; are the only heirs of said John Miller decd. who died intestate and was petitioner for the sale of said land; and it further appearing to the satisfaction of said Court, that a good title can be made to said Coplt. Hall; and that there is no defect in the same and that Coplt. Hall has paid over to the commissioner Elisha Oglesby all the purchase money for said land and is entitled to a right it is also appearing to the Court, that J. C. Guild was employed by the commissioner Oglesby has been at great trouble in defending this suit; and in collecting the purchase money, for which he has been allowed no compensation, and it appearing from the report of the Clerk & Master that thirty dollars would be a reasonable compensation to said Guild for his services, and twenty five dollars to said Elisha Oglesby for his services- It is therefore ordered, adjudged & decreed by the Court that all the rights title

Alfred Payne vs Sarah S. Simons et al

In this cause it is ordered by the Court that Jno. C. Parker be allowed the sum of four dollars for expense sustained in the burial of a negro child, which was the child of the negro Girl Jenny, that is in controversy in this suit - Said Jenny being hired to said Jno. C. Parker at the time of the death of said child which amount is to be deducted out of the price of said hire

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It is also ordered by the Court that Gillam Segraves be allowed the sum of thirteen dollars the amount of his necessary expense & charges in attending to said negro girl Jenny at the time of her accouchment being during the time for which he had said girl hired- which amount is to be deducted out of the price for hire.

James Gibson vs Alfred Payne (Final Decree

Be it remembered that on this 25th day of January 1847 this cause came on to be heard before Chancellor Ridley upon Bill answer replication and proof in presence of solicitors on both sides and it appearing to the Court that the Equity set up in Complainants Bill is fully met and denied by the answer and that the proof does not sustain the bill and that Complainant has no shown no sufficient grounds of relief it is there upon ordered adjudged and decreed by the Court that said Complainants Bill be dismissed and that he pay the cost for which execution may issue as at law

Womack Parker Exr. vs James Cartwright et al (Interlocutory Decree

Be it remembered that this cause came on to be heard on the bill and answered before Chancellor Ridley on the 25th day of January 1847 which answers agree that the cause shall be heard at this Term of the Court and it appearing to the satisfaction of the Court that John W Cartwright died seized of the tract of land described in the petition and that the minors named in the petition are the heirs at law of John W. Cartwright and it also appearing to the satisfaction of the Court that dower has not been laid off to the widow (now the wife of James Cartwright) it is therefore ordered and decreed that the sheriff summon five freeholders (the C & M being one) to allot and lay off dower to said Sally A. Cartwright and further appearing to the satisfaction of the Court that partition cannot be made without manifest injury to said minors it is decreed that the remainder of said land be sold on the premises by the Clerk & Master on a credit of twelve months advertising according to law

Nathan J. Cass vs Eason Howell et al (Interlocutory Decree

Be it remembered that this cause came on to be heard this 25th day of January 1849 before the Chancellor Ridley on Bill taken for confessed and it appearing to the satisfaction of the Court that the notes mentioned in the petition executed for the consideration of the land therein described and that the same have not been satisfied- It is therefore ordered adjudged and decreed by the Court that the Clerk & Master of this Court proceed to sell the said land described in said bill at the Court house door in the town of Lafayette after advertising at execution sales on a credit of twelve months and that he report to the next term of this Court.

E.

Mary Wright, Wm. D. Wright & Jno. J. Wright vs Sarah Simmons & Thomas Simmons (Decree)

Be it remembered that this cause came on to be heard on this 25th of January 1847 before Chancellor Ridley in the presence of solicitors on both sides when it appearing to the satisfaction of the Court that all the equities set up in complainant bill are fully met and denied in the answer of the defendants wherefore the Court doth order adjudge and decree that the Complainants' bill be dismissed and that the Complainants pay the costs for which execution may issue as at law.

Young & Coker vs Eli Holland et als (Decree & C)

Be it remembered that this cause came on again to be heard on this 25th of January 1847 before Chancellor Ridley upon the report of the sheriff of Macon County made in pursuance to the decree pronounced in this cause at the last term of this Court and it appearing to the Court that said sheriff had sold the property ordered to be sold, one yoke of oxen, 4 head of hogs, 1 trunk, 1 flax wheel, 1 wagon, 3 pair of gears which produced the sum of fifty one dollars 85 cents and that said sheriff had also sold on the 7th of Nov. 1846 at the Court house door in Lafayette the tract of land ordered by said decree to be sold bounded by the lands of William Holland & John Holland & others lying in District No. 1 Macon County including the place whereon said

Eli Holland now lives after giving the notice required by law was bought by William Bratton at the sum of one hundred and twenty six dollars he being the highest and best bidder it is thereupon ordered by the Court that said report of said sheriff be affirmed and that all the right and title of the said Eli Holland to the above described land be divested out of him and vested in the said William Bratton and his heirs forever and that a certified copy of this decree be issued by the Clerk and Master for registration & that a writ be issued to the sheriff of Macon County ordering him to place said William Bratton in possession of said land.

John S. Johnston et als vs Warren P. Coker et als (Petition to sell Land & Slaves)

Be it remembered that the above cause came on to be heard before the Hon. B. L. Ridley Chancellor upon petition answers judgments pr. confesso and exhibits when the hon Court ordered & decreed that it be referred to the Clerk & Master to take proof & report whether it will be to the interest of said minor heirs that the land and negroes mentioned in the petition be sold or whether the same or susceptible of division & report to the present

term of this Court and also what is the value of said property.

John S. Johnston et als vs Warren P. Coker et als (Petition to sell Land & negroes)

Be it remembered that the above cause came on to be heard this 25th day of January 1847 before Chancellor Ridley upon petition exhibits answers & judgements pro-confesso and the report of the Clerk & Master unexcepted to when it appeared to the interest of the parties concerned that the land and negroes mentioned in petition after advertising the time and place of sale at least twenty days at three public places in Macon County at the Court house door in the town of Lafayette upon a credit of twelve months provided said property will bring the following prices which are shown to be fair and reasonable by the Master's report in the cause (to-wit) the tract containing 195 acres at \$5. per acre the tract containing 115 acres at \$1 per acre and the tract containing 257 acres at \$400.00 and the negroes Jack at \$500. Bill at \$550. Celia at \$150. John \$350. Mary \$300. & Mary \$200. It is further ordered that said Clerk & Master report to the next term of this Court.

John Gillespie vs David Vance et als (Decree)

Be it remembered that this cause came on to be heard before the Hon. B. L. Ridley Chancellor & C on the 25th day of January 1847 upon the Bill & answers whereupon it appearing to the satisfaction of the Court that the negro boy Bill mentioned in the pleadings by consent of pliff for the purpose of purchasing the tract of land mentioned in the pleadings in Macon County District No. 3 and bounded as follows to-wit: beginning at an Elm & two sugar trees saplings at Hodges Pinson North East corner of a 640 acre tract running thence West 60 poles to a sugar tree sapling Samuel Wilson's North East corner on Hodges Pinsons North boundary line thence North with said Wilson's & Brown's line 29 poles to a hickory John Brown's South East corner thence East 69 poles to Joseph Sullivan's North West Corner in all 160 poles to a hickory Elm & sugar tree in M. Cains West boundary line thence East 100 poles to the beginning for the benefit of Jane Vance & her children and by the title bond executed by defendant Powell M. Hall he was to convey the same to Jane Vance, James M. Vance, Mary B. who is intermarried with Simon M. Morley, Jane C. John R., Samantha, Thomas J., Elizabeth C. Nancy B., Emily A. David Vance, & Jacob Vance and it appearing to the Court that it will be manifestly to the interest of said Jane Vance & children, that the sale of the said boy Bill, who was sold to Jno. S. Carr to purchase said tract of land, should be conferred as that the title to said land be vested in said portion and that the said Powell M. Hall is ready & willing to make a title it is therefore ordered adjudged & decreed by the Court that the title said by Bill be divested out of said Jane Vance & her children above named & vested in the said Jno. L. Carr, his heirs & assigns forever- It is further decreed by the Court that all the right title and interest of the sd. Powell M. Hall in & unto sd. tract of land be divested out of him and vested in the said Jane Vance, and her children above named, their heirs & assigns forever, and that said Powell M. Hall his heirs & assigns be bound to warrant & forever defend the title to the said tract or parcel of land to the said Jane Vance & children above named, their heirs & assigns

28. against the lawful claims of all persons whatever- It further appearing to the Court that there was no necessity filing Compt. bill, it is therefore decreed that said Compt. John Gillespie, Guard, pay the costs of this suit for which execution may issue to be levied of the goods, chattles, lands & tenements of the said John Gillespie individually, and not as Guardian. It is ordered by the Court that this decree be certified for registration and the cost of which shall be paid by said defendant Hall.

29. Joel & Jesse Driver, Admr. & C vs Sarah, Elizabeth & Joseph East et al

Be it remembered that this cause came on to be heard this 25th Jan'y. 1847 before the Hon. B. L. Ridley Chancellor on Bill & Answers, and it appearing to the satisfaction of the Court that said Compt. having exhausted the personal estate of said decedent in the discharge of the debts of said estate, and that there are other debts still due from said estate, and that the Widow is entitled to dower in the same; it is therefore ordered, adjudged & decreed by the Court that the shiff. of Macon County summon five freeholders unconnected with the parties to allot to Cynthia East her dower in the land mentioned in said bill, and the report to next term of this Court, and that the Clerk & Master expose to sale so much of the remainder of said land at the Court house door in the town of Lafayette, as will be sufficient to satisfy the debts mentioned in said Bill; that he sell said land on a credit of twelve months and report to next term of this Court.

There being no further business matured for the action of the Court the Chancellor is pleased to adjourn until the next regular Term.

30. July Term of The Chancery Court at Lafayette 1847

Be it remembered that on Monday the 26th day of July 1847 The same being the 4th Monday of said month The Honorable Bromfield L. Ridley Chancellor appeared in the Court house, took his seat, ordered the sheriff to open Court and proceeded to the dispatch of public business.

Bryan v Bryan (Or. Bill)

Be it remembered that this cause came on to be heard before the Hon. B. L. Ridley Chancellor & C this July 1847 and on motion and by consent of counsel on both sides it is ordered by the Court that this cause be continued until next term and remain open for proof as well for complainants as defendants and the injunction to remain in force as heretofore.

Mary Ann Thomason v Bennett Wright et al (Petition for Dower Final Decree)

Be it remembered this cause came on to be heard before the Hon. B. L. Ridley Chancellor & C upon the report of the Commissioner in the words and figures following to-wit. We the undersigned being unconnected with the parties either by affinity or consanguinity and entirely disinterested having been summoned and duly sworn by the sheriff of Macon County as a Jury to select and set off to Mary Ann Thomason her dower out of the real estate of Brice R. Thomason her deceased husband after having duly considered and fully understood the whole matter do hereby assign to the Mary Ann Thomason for her dower the following described land

30. with the improvement thereon to-wit a tract of land in Macon County Tennessee in district No. 4 containing by survey 19 1/2 acres and bounded as follows viz Beginning on a sugarcane running thence N 78° W 40 poles to a Buckeye N 33° W 3 poles to a poplar N 57° W 16 poles to an elm N 24° E 10 poles to a stake S 27° W 10 poles to a Dogwood S 69° E 12 poles to a stake N 29° E 7 1/2 poles to a stake East 10 poles to a Buckeye thence south 90 poles to the Beginning containing 19 1/2 acres and including the Mansion house where said Mary Ann Thomason now lives which in our opinion constitutes one third of the landed estate of the said Brice R. Thomason deceased. Given under our hands and seal this 9th day of Feb. 1847.

G. W. Carter (seal)
John Gross (seal)
William S. Carter (seal)
E. J. Hovelady (seal)
P. A. Wilkinson (seal)

Which being unexcepted to is in all things confirmed by the Court It is therefore ordered adjudged and decreed by the Court that all the right title and interest of the heirs & admsrs. of Brice R. Thomason decd. be divested out of them and vested in the said Mary Ann Thomason for and during her natural life, That the complainant pay the costs of this proceeding and a copy of this decree be certified for registration. It is ordered by the Court that G. W. Carter, John Gross, William S. Carter, E. J. Hovelady and P. A. Wilkinson be allowed each one dollar for their services as commissioners and that the additional sum of two dollars be allowed P. A. Wilkinson for his services in surveying said dower land and that the same be taxed in the Bill of Costs for which execution may issue as at law.

Nathan Cass v Josiah Holland et al, John S. Johnson et al vs Warren T. Coker et al, Womack Parker Executor & C vs James Cartwright, Cynthia East vs Josephus East et al

It appearing to the satisfaction of the Court that owing to the sudden death of Andrew J. Wade the former Clerk & Master no report or account of sales had been made in the above named suits and that the only evidence found in the office and among the papers of the said Clerk & Master deceased were the notes supposed to have been taken for the purpose money arising from said sales it is therefore ordered adjudged and decreed that the Clerk & Master proceed to take proof of the facts from the parties and others having a knowledge of them and ascertain the true amount arising from the sales in each suit and make his report at the next term of this Court.

Uphes & McClard vs William Minville (Interlocutory Decree

Be it remembered that this cause came on to be heard on this 26th July 1847 before Chancellor Ridley upon Bill answer and replication and by consent of the parties by their Counsel it is ordered adjudged and decreed by the Court that this cause be referred to the Clerk and Master to make and state an account of the indebtedness if any of the defendant to Compt. He may take any proof either party may desire in stating said account and also report what amount if any has been paid by debt. to Jeremiah Gammon and whether the same ought to be allowed the debt as a credit in this case all other matters being reserved till the coming in of said report

32. Wm. Linville vs Bennett Wright, N. M. Adams Exr. & C and others
Be it remembered, that this cause came on for hearing before the Honl. B. L. Ridley Chancellor & C on the 26th July 1847 upon the pleadings & proof in the cause whereon it satisfactorily appeared to the Court that the Complt. has no ground of Equity against either of the Defts and no relief is he entitled to in this Court. It is therefore decreed by the Court that the Complainant bill be dismissed with costs and Fifa issue against complainant for the same as at law.

33. Be it remembered that since the last Term of this Court Andrew J. Wade the former Clerk & Master there of having departed this life, the Chancellor Ridley was pleased to appoint Daniel D. Claiborne his Successor pro. Term until the present Term & now at the July Term 1847 of said Court. Chancellor Ridley thought fit to appoint said Claiborne Clerk & Master of said Court for the Term of Six years next ensuing, whereupon said Claiborne came here into Court & took on oath in solemn form to support the Constitution of the United States and of the State of Tennessee & on oath of office. Said Claiborne tendered to the Chancellor three severed Bonds, which were accepted by the Court & ordered to be recorded. Said Bonds are as follows: 1 E

Know all men by these present that we Daniel D. Claiborne, A. Fergusson, Bennett Wright, J. C. Marshall, E. Gillenwaters, P. A. Wilkinson, L. B. Griffith, H. S. Young, J. C. Parker, and J. B. Short all of the county and state of Tennessee are held and firmly bound unto Aaron V. Brown Governor of said state & his successors in office in the sum of 10000 to which payment we bind ourselves our heirs Executors & Administrators jointly & severally sealed and dated 26th July 1847 whereas the above bound Daniel D. Claiborne has been this day appointed Clerk & Master of the Chancery Court at Lafayette for the term of six years. Now the condition of the above obligation is such that if the said Daniel D. Claiborne shall well & truly account for & pay over all monies arising from taxes on suits collected by him as Clerk & Master aforesaid during his continuance in office then the above obligation to be void otherwise to remain in full force & virtue

- Daniel D. Claiborne (seal)
- E. Gillenwaters (seal)
- J. B. Short (seal)
- A. Fergusson (seal)
- Peter A. Wilkinson (seal)
- H. S. Young (seal)
- J. C. Marshall (seal)
- J. C. Parker (seal)
- Bennett Wright (seal)
- S. B. Griffith (seal)

34. The Execution of this bond for the purpose expressed was this day acknowledged by respective parties hereto to be their acts & deeds accepted by me and ordered to be recorded 26th July 1847

Bromfield L. (?) Chancellor

Know all men by these present that we Daniel D. Claiborne, A. Fergusson, Bennett Wright, J. C. Marshall, E. Gillenwaters, P. A. Wilkinson, L. B. Griffith, H. S. Young, J. C. Parker and J. B. Short all of the County of Macon and state of Tennessee are held and firmly bound unto Aaron V. Brown Governor of said state and

34. his successors in office in the sum of five thousand dollars to which payment we bind ourselves our heirs Executors & administrators Jointly & severally sealed and dated 26th July 1847. Whereas the above bound Daniel D. Claiborne has this day been appointed Clerk & Master of the Chancery Court of Macon County for the term of six years now the condition of the above obligation is such that if the said Daniel D. Claiborne shall safely keep the record of said Court and shall faithfully discharge the duties of his office during his continuance in said office then the above obligation to be void otherwise to remain in full force & virtue

- Daniel D. Claiborne (seal)
- E. Gillenwaters (seal)
- A. Fergusson (seal)
- H. S. Young (seal)
- J. C. Marshall (seal)
- J. C. Parker (seal)
- Bennett Wright (seal)
- L. B. Griffith (seal)

The Execution of this Bond was this day acknowledged by the obligors hereto to be their acts & deeds respectively accepted by me & ordered to be recorded this 26th July 1847.

Bromfield Ridley Chancellor

Know all men by these present that we Daniel D. Claiborne, A. Fergusson, Bennett Wright, J. C. Marshall, E. Gillenwaters, P. A. Wilkinson, S. B. Griffith, H. S. Young, J. C. Parker and J. B. Short all of the County of Macon and state of Tennessee are held and firmly bound unto Aaron V. Brown Governor of said state and his successors in office in the sum of five thousand Dollars to which payment we bind ourselves our heirs executors & administrators Jointly & severally. Whereas the above bound Daniel D. Claiborne has this day been appointed Clerk & Master of the Chancery Court of Macon County for the term of six years from this date. Now the conditions of the above obligation to be void otherwise to remain in full force and virtue

35. Daniel D. Claiborne (seal)
E. Gillenwaters (seal)
Alex Fergusson (seal)
J. B. Short (seal)
P. A. Wilkinson (seal)
H. S. Young (seal)
J. C. Marshall (seal)
J. C. Parker (seal)
Bennett Wright (seal)
L. B. Griffith (seal)

signed sealed and delivered in my presence
Bromfield L. Ridley Chancellor

G. W. Terry vs John Claiborne & Alfred Payne and David D. Claiborne John Robinson and wife Isabella Robinson vs William Holland & Alfred Payne

Be it remembered that these causes came on again to be heard this 26th July 1847 before Chancellor Ridley in the presence of Counsel on both sides when it appeared to the Court that the parties have compromised said suit and filed a written compromise in the words and figures following to wit: Chancery Court of Macon County Tennessee.

In the suit of Claiborne Robinson & wife in this case the agreement is that the suit be dismissed at our next term of said

35. Court and that each party pay their cost incurred already said matters being satisfactorily compromised and settled in following manner complainant D. D. Claiborne settles his note of his father John Claiborne for 113¹/₂ and receives the quit deed to deft. Payne for the 720 acres of land mentioned in the Bill also deft. Payne has handed to John Claiborne Grant of the State of Kentucky for the two tracts on Long Creek one for 150 acres the other 60 acres and said John Claiborne has made complainant D. D. Claiborne deeds to same in consideration of said D. D. Claiborne paying deft. Payne for said notes of 113¹/₂ and interest as specified in the former decree and deft. Payne has also delivered to said D. D. Claiborne the Grant of Kentucky bearing date of survey 4th March 1841 for the remaining 149 acres spoken of in complainants Bill the last named Grant is in the name of the deceased Adam F. Claiborne and D. D. Claiborne is also to pay the cost in the suit of G. W. Terry vs said Payne & John Claiborne and the said D. D. Claiborne bind themselves to procure for said Payne from John Robinson's wife a discharge from all liability on account of the Bond of said Payne to Adam F. Claiborne mentioned in the bill in this case said D. D. Claiborne is to give note and security payable in six months for the amount of said John Claiborne indebtedness above referred to Daniel D. Claiborne, A. Payne, John Claiborne witness P. A. Wilkinson 16th July 1847. And whereas it appeared to the Court by the consent of the parties that D. D. C. Claiborne has paid off & satisfied the claims of George W. Terry and Alfred Payne for which the tract of one hundred & twenty acres was heretofore decreed to be sold by a decree of this Court on the 27th of July 1846 in the suit of said Terry vs John Claiborne & sd. A. A. Payne which tract was granted by the state of Kentucky by virtue of land office warrant No. 581 to Alfred Payne for 120 acres by survey bearing date 3rd of March 1841. Grant dated 20th January 1844 and described in said grant as lying and being in the Court of Smith in the state of Tennessee south of Walking line West of Cumberland River between said line and latitude 36°30 minutes on the waters of White Oak Creek and bounded as follows to-wit- Beginning on a white oak the south east corner of William Holland 25 acres survey formerly owned by Kilbreath and also the northeast & beginning corner of John Claiborne 100 acre survey bearing date on the 12th day of October 1827 and patented to said John Claiborne by the common wealth of Kentucky to Lovina Claiborne thence running down the branch with the meanders thereof N 80° E 20 poles to a spanish oak & white oak N 50° E 25 poles to a hickory & beech N 25° E 60 poles to a Beech & sugar tree thence N 16¹/₂ poles to a Beech & white oak also a corner of said 350 acre survey standing on a line of a survey of 300 acres patented by the commonwealth of Kentucky to Alfred Payne thence S 70° E 59 poles to a hickory & white oak a corner to said 300 acre survey thence east 22 poles to a hickory chestnut & dogwood thence S 220 poles to a hickory & double chestnut & the Northeast corner of Alfred Payne 850 acre survey W 100 poles to a stake a double maple chestnut & dogwood thence N with the east boundary line of John Claiborne 100 acre survey for said 150 poles to the beginning wherefore the Court doth order adjudge & decree that all the right title claim and interest of the sd. Alfred Payne & G. W. Terry their heirs and representatives be and the same is hereby divested out of them and the same is hereby vested in the said Daniel D. Claiborne his heirs

and assigns forever and that the Clerk & Master furnish a certified copy of decree to the Register of Macon County for registration and the Court doth further adjudge and decree that said suit be dismissed upon the terms agreed upon in said written compromise and that the cost be taxed accordingly for which execution may issue as at law and also that all the right title claim & interest legal or equitable of the said Alfred Payne in or to the two tracts of land upon Long Creek one of 150 acres the other of 60 acres and also of the 149 acres in the proceedings and agreement mentioned be and the same is hereby divested out of said Alfred Payne upon the same terms as the 120 acre tract and in like manner vested in said Daniel D. Claiborne his heirs & assigns forever.

Sarah Sullivan vs W. P. Carr

The complt. has leave in this cause to withdraw the papers filed in this cause Butto return the same on or before the setting of the Court at its next term.

A. S. Winn & others vs Stanfield & others

It is referred to the Clerk to examine and report instances whether any security has been given and if so whether the security is in behalf of all the complts. and whether the security is good for the prosecution of the suit.

38.

John B. Gammon & Eli Gammon vs Manson Young and others
Young & Coker vs John B. Gammon, Manson Young vs John B. Gammon & others

Be it remembered that this cause came on this 26th day of July 1847. to be heard before Chancellor Ridley upon the original Bill and the Cross Bill filed by Manson Young and upon the pleadings and proof in cause all being consolidated and tried together and the Court being satisfied that the Clerk of the Circuit Court of Smith under a decree of said Court sold a tract of land lying on Goose Creek and at that time in Smith County now Macon County and bounded as follows- Beginning on a line of a hundred acre entry made by Pullum Williamson on a stake at or near the head of a Branch running north with said line to the corner thence east with a line of an old tract known by the name of Hawk survey thence north with said line to a sugartree the northwest corner of said tract thence east with Towler's conditional line to a stake thence north to short south boundary thence east with said line thence south and east to the beginning containing by estimation two hundred acres said land was the property of Charles Cole deceased and was sold on the application of his administrators to pay debts. The said land was sold on the 17th day of 1841 and James G. Parker being the highest and best bidder became the purchaser for the sum of five hundred and sixty one dollars and gave his note with Manson Young his security for the purchase money due in twelve months a report of which sale was made to and confirmed by the said Circuit Court of Smith County at also appearing that at the Dec. Term of said Circuit Court a decree was pronounced divesting the title to said James G. Parker a lien on the same for the purchase money was retained and it further appears that on the 6th day of July 1842 the said James G. Parker made and executed a deed of trust conveying said land & some other property to the defendant Samuel

Pipkin in trust to secure the said Manson Young against his liability as his security on said note for \$561 and it further appearing that after said note for \$561 became due, a judgement was rendered on the same in the Circuit Court of Macon County against the said Parker and Manson Young which judgement was enjoined by a Bill filed in the Chancery Court of Smith County by said James G. Parker and Manson Young it further appears to the Court that John B. & Eli Gammon were the securities of the said Parker and Manson Young in the injunction bond given upon the filing of said Bill it further appears that at the August Term 1844 said Chancery Court said injunction was dissolved as to the sum of \$415.75 and a decree rendered against said Parker and Young and the said John B. & Eli Gammon their securities for said \$415.75. That an execution issued upon said decree to the sheriff sold to said John B. Gammon for the sum of fifty dollars and it further appears that the complainant Young & Coker having obtained judgement against the said James G. Parker amounting in all to the sum of \$271.21 offered to redeem said land from the said John B. Gammon and the Court being of opinion that the sale of said land by the sheriff of Macon County conveyed no title to Gammon the purchaser of said James G. Parker by the deed of trust made to Samuel Pipkin having parted with all his title to said land both legal & equitable and that he had no title to the same subject to the Levy of a Fidei and the Court is of opinion that the lien retained by the decree of the Circuit Court of Smith County in favor of the Administrators of Charles Cole attached to the land until the payment of the purchase money and that said lien will inure the benefit of the securities who have paid the purchase money and the Court being satisfied that said John B. Gammon has paid a large portion of the purchase money of said land as the security of the said Parker & Manson Young the Court is of opinion he ought to be substituted to the lien of Short & Cole the Administrators of said Charles Cole as well as to the lien created by the deed of trust from Parker to Pipkin it is ordered adjudged & decreed by the Court that the Clerk & Master of said Court proceed to take and state an account in which he shall set forth the amount of purchase money paid by said John B. Gammon for said land with interest also the amount of said purchase money paid by said Manson Young with interest. It is ordered that the Clerk & Master take proof and ascertain who has possession of said land and the value of the rent & profit charging the party having possession with said rent & profit. He shall also take proof and ascertain what amount of money was made by the sale of the personal property mentioned in said deed of trust from Parker to Pipkin and the value of that which was not sold and to whom the proceeds were paid. He shall also ascertain the amount of purchase money if any still due to the Administrators of Cole. The Clerk & Master shall proceed to sell said tract of land on the premises after giving 30 days notice of the time and place of said sale to the highest and best bidder on a credit of six twelve & eighteen months. He shall take bond and good security for the purchase money and retain a lien on said land till the purchase money is paid. He shall advertise the time and place of said sale at the Court house door in Lafayette and three other public places in the County one of which shall be in the neighborhood of said land he shall also advertise the same in Hartsville Sumner County.

It is ordered by the Court that the fund arising from the sale of said land and from the rent and profit shall be disposed of as follows, the said John B. Gammon shall first be paid the amount of the purchase money of said land which he has paid with interest after the payment of the balance of the purchase money to said Administrators if any after this is paid the said Manson Young shall receive the amount of purchase money which he has paid with interest. If after these claims are paid there shall remain a surplus the same shall be applied to the payment of the debts of Young & Coker. It is ordered by the Court that Young & Coker Manson Young, John B. Gammon & Eli Gammon pay the cost of the original Bill and the Cross Bill filed by J. B. & Eli Gammon in equal proportion Young and Coker one third Manson Young one third and John B. & Eli Gammon one third and that Manson Young pay over one half and John B. & Eli Gammon pay the other half of the Cross Bill filed by said Manson Young and that executions issue for the same as at law. All other question are reserved until the coming in of the report.

Thomas J. Dotson Admr. of John Dotson deceased & Nancy Dotson vs Pleasant Holland & wife Mariah, James Dotson, Hiram C. Dotson William Y. Dotson & Rachel Dotson, heirs of John Dotson decd.
(Petition to sell land & C)

Be it remembered that this cause came on to be heard this 26th July 1847. Before Chancellor Wiley upon the Bill & answer of the defendants agreeing to a decree at this term and it appearing that Thomas J. Dotson is the administrator of said John Dotson deceased that Nancy Dotson is his widow and that no dower has been assigned her out of her said husband's estate and that the personal assets of said estate have been exhausted by said Administrators and that the remaining debts out standing against said estate and that it will be necessary to sell the real estate of said deceased mentioned in the petition to pay said debt, it is therefore ordered adjudged and decreed by the Court that the sheriff of Macon County summon five free holders unconnected with the parties who shall lay off to said Nancy Dotson one third part of the real estate of her said husband according to quantity and quality including the mansion house and report to the next term. It is further ordered that the Clerk & Master of this Court after giving the notice required by law sell the land mentioned in the petition to the highest bidder on a credit of twelve months taking bond and good security said sale to be made subject to the widows dower & the cost to be paid out of the fund.

Willie Austin Admr. & C & others vs Henderson Holland & others.
It is ordered by the Court for reasons appearing on affidavit that this cause be continued till next term & that deff. have leave to take the depositions, King Kearley at his own cost to be taken in three months & compt. is allowed to take rebutting proof without cost and compt. also has leave to re-take the deposition of Charles Austin for competency.

James Fergusson Admr. of James M. Fergusson vs Alexander Fergusson in his own right & as Administrator of Hugh Fergusson & as Guardian of Margaret S. William A. & Archibald P. Fergusson deceased and John M. Fergusson, Stewart Pannington & wife Elizabeth, Elizabeth Fergusson, Hickerson Parker & his wife Iba (?)

42. Be it remembered that this cause came on to be heard before Chancellor Ridley on this 26th day of July 1847 upon the Bill & Amended Bill and the answer of John M. Fergusson Replication thereto & Bill taken for confessed as to the other parties and it appearing to the Court that on the day of 1842 said Jane M. Fergusson in her life time bought from Hugh Fergusson the following described tract of land to wit beginning on a black gum thence east 24 poles to two black gums thence North 52 poles to three beeches in Adley south line thence with the same west 70 poles to a white oak and hickory corner to same thence with his west boundary line North 14 poles to a black oak & poplar corner to Hugh & Archd. Fergusson thence with their dividing line 50 West 58 poles to a gum corner thence south 70 East 27 poles to a black oak & hickory thence south 28 East 56 poles to a white oak in the south boundary line of the Scott 50 acre tract then with same south 27 poles to a hickory thence East 36 poles to two hickories thence 20 poles to the beginning containing 57 acres and it further appears that said Jane M. paid to said Hugh Fergusson one hundred & seventy five dollars of the purchase money for said land but failed to take any bond or deed for the same & that said Hugh shortly after died & that said Alexander administered upon his estate in Macon County Court and it further appears that said James Fergusson is the Administrator upon the estate of said Jane M. that the said parties compit. & debt. are all the heirs of said Hugh and the Court being of opinion that said land should be held liable for said purchase money. It is therefore ordered adjudged & decreed by the Court that said land be sold by the Clerk & Master of this Court after giving the notice required by law to the highest bidder for cash and the proceed thereof or enough thereof to pay said sum of 1750 & its legal interest be appropriated thereto & the balance if any be paid to the administrator of said Hugh Fergusson. The cost will be paid out of the fund.

And there being no further business motioned for the action of the Court the Chancellor is pleased to adjourn to the next regular term.

44. Bromfield Ridley
January Term of the Chancery Court at Lafayette 1848
Be it remembered that on Monday the 24th day of January 1848 the same being the 4th Monday of said month the Honorable Bromfield L. Ridley Chancellor appeared in the Court House took his seat ordered the sheriff to open court and proceed to the dispatch of public business when the following proceedings were had and held to wit

Womack Parker Exr. vs James Cartwright et als (Decree)
Be it remembered that this came on to be heard before the Chancellor Ridley on 24th day of January 1848 upon the report of the Clerk & Master which is in the following words and figures to wit In pursuance of the decree of July 1847 referring to the Clerk & Master the taking of proof to ascertain the true amount of the sales of the land & C the Clerk & Master reports that the deposition of Womack Parker has been taken from which it appears that the land mentioned in the decree of January 1847 was by the former Clerk & Master sold on the 6th day of March 1847 to the highest bidder James Cartwright for the sum of \$100 who gave his bond and security (which is on file) twelve months after date payable to A. J. Wade Clerk & Master of Macon Chancery Court

44. Be it remembered that this cause came on to be heard before the Chancellor Ridley on the 24th day of January 1848 upon the report of the Clerk & Master which is in the following words and figures to wit In pursuance of the decree of July 1847 referring to the Clerk & Master the taking of proof to ascertain the true amount of the sales of the land & C the Clerk & Master reports that the deposition of Womack Parker has been taken from which it appears that the land mentioned in the decree of January 1847 was by the former Clerk & Master sold on the 6th day of March 1847 to the highest bidder James Cartwright for the sum of \$100 who gave his bond and security (which is on file) twelve months after date payable to A. J. Wade Clerk & Master of Macon Chancery Court

at that time) that said land was regularly advertised under said decree and that the security to said Bond for the purchase money is good all of which is respectfully submitted.
Daniel D. Clisborne C & M of Macon Chancery
Which report not being excepted to is in all things confirmed. It is therefore ordered adjudged and decreed by the Court that upon the payment of the purchase money all the right title and interest of the said heirs mentioned in the petition to wit Elizabeth Jane, Martha Ann and Mary Barthula Cartwright be divested out of the said heirs and vested in the said James Cartwright & his heirs forever and that the cost be paid out of the fund.

45. Sally A. Cartwright vs W. Parker Exr. et al (Decree)
Be it remembered that this cause came on to be heard on the 24th January 1848 before the Hon. B. L. Ridley Chancellor & C upon the report of the Commissioners which report is in the words and figures following to wit. The undersigned being connected with the parties either by affinity or consanguinity & entirely disinterested having been summoned by the sheriff of Macon County as a Jury to allot & set off to Sally A. Cartwright her dower out of the real estate of John C. Cartwright her deceased husband having duly considered and fully understood the whole matter do hereby assign to the said Sally A. Cartwright for her dower the following tract of land in Macon County Tennessee and in district No. eight containing by estimation twenty five acres and bounded as follows to wit Beginning on a peach running thence North 42 poles to a sugar tree thence west 26 poles to a yellow wood thence south 12 poles to a stake thence west 33 poles to a stake black walnut & hickory pointers thence south 56 poles to a stake & Buckeye pointer in the conditional line between said land and Joseph Cartwright thence eastwardly with said line to the Beginning which in our opinion constitutes one third of the land estate of said deceased considering quality & quantity given under our hand and seal this 6th day of March 1847.
A. J. Wade (seal)
D. A. Cothron (seal)
Jeremiah Branner (seal)
Bennett Wright (seal)
E. D. Sanders (seal)

Which report not being excepted to is in all things confirmed. It is therefore ordered adjudged and decreed by the Court that all the right title and interest of the said minors to wit Elizabeth Jane, Martha Ann, and Mary D. Cartwright in and to the said tract of land be divested out of them and vested in the said Sally A. Cartwright for and during the time of her natural life.

46. And it is further ordered that A. J. Wade, D. A. Cothron, J. Branner, B. Wright & E. Sanders be allowed \$5 each for their services as commissioners and that A. Fergusson be allowed \$5 for surveying and that the same be taxed as costs. The cost to be paid by Womack Parker Exr. of John W. Cartwright out of the funds of said Estate for which Execution may issue as at law.

Martha Wood vs John Street et als (Decree)
Be it remembered that this cause came on to be heard before Chancellor Ridley on the 24th day of January 1848 upon the award

46.

of the arbitrations which award is in the words & figures following (to wit) whereas Martha Wood and John Street has referred to us as arbitrators all matters in dispute between them in reference to 20 acres of land granted by the state of Tennessee to Charles J. & Franklin White upon which she has filed her Bill as guardian of the heirs of Franklin White and also a Bill for her dower for the half of said land, to determine the same and we having met at the Court house in the town of Lafayette on this 25th day of February 1847. in the presence of one of the parties & the others attorney and having heard all the matters alleged and proved by there and after fully considering and understanding the whole matter do determine decide and award that said Martha Wood is not entitled to any part of said land and that said Martha Wood pay all the costs that have accrued in both cases being fully satisfied that Franklin White had sold to and received pay for his interest in said land from Charles J. White by whom it was conveyed to John Street this 25th day of February 1847.

William Robinson (seal)
Alexander Fergusson (seal)
John C. Marshall (seal)
Haley S. Young (seal)

Which award not being objected to is in all things confirmed. It is therefore ordered adjudged and decreed that said award be made the decree of this Court and that she pay the cost of this suit for which Execution may issue at law.

47.

Martha Wood Guardian vs John Street et al's (Decree)

Be it remembered that this cause came on to be heard before the Honl. Bromfield L. Ridley Chancellor & C on the 24th day of January 1848 upon the award of the arbitrators which award is in the words and figures following (to wit) Whereas Martha Wood and John Street has referred to us as arbitrators all matters in dispute between them in reference to 20 acres of land granted by the state of Tennessee to Charles J. & Franklin White upon which she has filed her Bill as guardian of the minor heirs of Franklin White and also a Bill for her dower for the half of said land to determine the same and we having met at the Court house in the town of Lafayette on this 25th day of February 1847 in the presence of one of the parties and the others attorney and having heard all matters alleged and proved by them and after fully considering and understanding the whole matter do determine decide and award that said Martha Wood is not entitled to any part of said land and that said Martha Wood that have accrued in both cases being fully satisfied that Franklin White had sold and received pay for his interest in said land from Charles J. White by whom it was conveyed to John Street this 25th day of February 1847

William Robinson (seal)
Alexr. Fergusson (seal)
John C. Marshall (seal)
Haley S. Young (seal)

Which award not being objected to is in all things confirmed. It is therefore adjudged and decreed that said award be made the decree of this Court and that she pay the cost of this said for which Execution may issue as at law

D. K. Witcher & heirs of E. Harper vs John Gregory et als

This cause coming on to be heard upon application of complainants for an order upon Defts. to file the deposition of Josiah

48.

Stanfield taken before Thomas G. Moss in a case in the Circuit Court of Macon County it is ordered by the Court that said deft. file said deposition if in their control and that said Moss file the same if in his possession.

Silas Pinkley Guardian & Exparte

Be it remembered that this cause came on to be heard before the Honl. B. L. Ridley Chancellor & C on the 24th day of January 1848 upon petition and it appearing to the Court that it would be to the interest of the ward of said Guardian that the land in the Petition mentioned be sold. It is ordered and decreed that the Clerk & Master expose to public sale said land upon a credit of twelve months taking Bond and security for the purchase money after giving twenty days notice of the time and place of said sale the same to be sold on the premises and a lien retained on the land for the purchase money. It is also ordered by the Court that the Clerk & Master pay J. W. Head ten dollars his professional fee in this case out of the money when collected.

John T. Talley Admr. Exparte

Be it remembered that this cause came on to be heard before the Honl. B. L. Ridley Chancellor & C on the 24th day of January 1848 upon the petition of the Admr. from which it appearing to the Court that a sale of the slaves in the petition mentioned is requisite to pay the debts due from the estate and for the purposes of distribution. It is therefore ordered adjudged and decreed by the Court that the Admr. expose said slaves to public sale in the town of Hartsville after giving twenty days notice in writing of time and place of sale selling the boys for cash and the woman on a credit of twelve months taking bond with approved security for the purchase money and that he report his proceedings to the next term of this Court.

John E. Pinkley Exparte

Be it remembered that this cause came on to be heard before the B. L. Ridley Chancellor on the 24th day of Jan. 1848 upon petition from which it appears to the Court that there is not a sufficiency of property in the hands of the Admr. to pay of the debts he having exhausted the personal estate of his ward and there being debts still due and unpaid from said estate and also that it would be manifestly for the interest of the minor heirs mentioned for the Court that the Clerk & Master expose the land in the petition mentioned to public sale on the premises upon a credit of twelve months taking bond and security for the purchase money and retaining a lien for the purchase money and when collected pay over to the Admr a sufficiency thereof to discharge the balance of the debt and retain the balance subject to the further order of this Court. It is also ordered that the Clerk & Master pay to J. W. Head ten dollars his professional fee out of the proceeds when collected and report to the next term of the Court.

Joseph L. Claiborne vs Alfred Payne et al

Be it remembered that this cause came on to be heard before the Honl. B. L. Ridley Chancellor & C on the 24th day of January 1848 upon Bill and answers upon which it is ordered adjudged and decreed by the Court that all the right title and

50.

50. interest of Elijah Butler in and to the land in the pleadings mentioned be divested out of him and vested in the said Alfred Payne on or before the first rule day shall execute to the Complainant a general warrant deed of bargain and sale for the said land and that the defendant Alfred Payne pay the cost of this suit for which execution may issue as at law.

Sophia M Meador vs Moses Meador (Bill for Divorce

Be it remembered that this cause came on to be heard before the Honl. B. L. Ridley Chancellor on the 24th day of January 1848 upon the Bill answer replication and proof in the cause upon which the Court orders and decrees that the defendant pay the Complainant the sum of twenty five dollars within one month and the further sum of twenty five dollars within four months from this date for her maintenance and support and in the event of the defendant failing to pay either of said sum the Clerk & Master shall issue an execution against said defendant to enforce the collection of the same that said debt be ordered to deliver over to the Complainant all of her wearing apparel That Complainant retain the House now in her possession until the further decree in the cause. The Chancellor is pleased to continue the cause until the next term of the Court with the hope said parties find it to their interest and again to live together as husband & wife should do, that the debt pay the cost that has accrued in the cause for which execution may issue as at law.

N. M. Adams Experte

Be it remembered that this cause came on to be heard before Honl. B. L. Ridley Chancellor & C on the 24th day of Janry. 1848 upon petition & certified copy of the will from which it appearing to the Court that the will of Allen Adams directs a sale of the slaves in the Petition mentioned for the purpose of distribution. It is therefore ordered adjudged and decreed by the Court that the Clerk & Master expose said slaves to public sale upon a credit of twelve months taking bond and security for the purchase money after giving fifteen days notice in writing of the time and place of sale and that he report to the next term of this Court Let fifty dollars be paid down in cash.

John B. Gammon & Eli Gammon vs John B. Gammon & Manson Young vs John B. Gammon & Young & Voker vs John B. Gammon

Be it remembered that the above causes being consolidated came on to be heard on the 24th of January 1848 before Chancellor Ridley in the presence of the solicitors on both sides upon the report of the Clerk & Master in pursuance of the interlocutory decree made in said cause at the interlocutory decree made in said cause at the last term of this Court which report being unexcepted to is in all things confirmed which report shows the amount of the purchase money for said land paid by John B. Gammon with interest thereon to this date amount to four hundred and forty four dollars and five cents \$444.05 and said report also shows that the amount of said purchase money paid by Manson Young as the security of James G. Parker with interest thereon from the time paid to this date amount to two hundred and forty five dollars and ninety five cents said report also shows that James Young has had possession of the land in dispute for the last

51. three years viz 1845, 1846 & 1847. and that the rent of said land was worth forty five dollars per year which together with interest thereon to the 1st January 1848 amount to the sum of one hundred and forty three dollars and ten cents said report further shows that no money was made or paid for the property sold under the trust deed by Samuel Pipkin Trustee but that the same was purchased and left with the said James G. Parker and apart used by said Parker and the balance afterwards levied upon and sold as the property of said Parker by the sheriff and the proceeds thereof applied to the satisfaction of an execution in the hands of said sheriff against said Parker also said report further shows that the Admr. Short & Cole are not entitled to any part of the fund now in Court as the original amount of the purchase money with its interest due said Admr., has long since been collected by the proper officer, said report also further shows that on the 18th of September 1847 the Clerk & Master in pursuance of said decretal order sold the land in the pleadings mentioned upon a credit of 6, 12 & 18 months when the same was purchased by John B. Gammon for the sum of four hundred and fifty five dollars for which said purchaser executed his bonds with Peter A. Wilkerson and Jefferson B. Short security thereto said report further shows that by allowing said Gammon interest upon the amount of purchase money paid by him up to the maturity of his notes executed for said land at the Master's sale on the 18th September 1847. and applying the same to the satisfaction of said notes there would still be a balance due said Gammon of twenty nine dollars and fifty cents \$29.50. due Gammon from the sum of \$142.10 due from James Young for rent would leave \$113.50 to be applied to the payment of the \$245.95. due Manson Young and would still leave due and unpaid to Manson Young the sum of \$132.39 part of the sum of \$245.95 paid by said Gammon as the security of the said James G. Parker wherefore the Court doth order adjudge and decree that all the right title claim and interest of the heirs at law of Charles Cole dead, and the said trustee Samuel Pipkin and the said Administrators Short & Cole and the said Young and Voker, Manson Young and James G. Parker tot he tract of land in the pleadings mentioned be and the same is hereby divested out of said parties and the same is hereby vested in the said John B. Gammon his heirs and assigns forever and the Court doth further adjudge and decree that the note of the said John B. Gammon executed to the Clerk & Master on the 18th of September 1847 for said land amounting to \$455. be satisfied out of the amount due said Gammon and that the Clerk & Master deliver said notes to said Gammon and that said John B. Gammon receive of James Young the sum of twenty one dollars and fifty cents the balance of his debt and also that Manson Young receive of James Young the sum of one hundred and thirteen dollars and fifty six cents balance of the sum of 142.10 due for rent after satisfying Gammons balance of \$29.54 for which execution may issue as at law and the Court doth further adjudge and decree that the Clerk & Master tax the costs agreeable to the interlocutory decree of last term taxing the cost accruing since said term to the original Bill and that Manson Young receive of James G. Parker the sum of One hundred and thirty two dollars and thirty nine cents the balance of the purchase money paid by said Manson Young as the security of said James G. after deducting the sum of one hundred and thirteen dollars and fifty six cents received of James Young and also the further sum of all the cost

53. adjudged against said Manson in these suits to be taxed by the Clerk & Master agreeable to the directions in the interlocutory decree of last term for which execution may issue as at law.

James Fergusson Admr. of Jane M. Fergusson vs Alexander Fergusson John M. Fergusson Stuart Pennington & his wife Elizabeth Pennington William Fergusson, Eleanor Fergusson, Hickman Parker & his wife, Ida Parker & the minor heirs of A. P. Fergusson to wit Margaret S., Wm. A. & Archibald P. Fergusson and their guardian Alexander Fergusson. (Petition to sell land

54. Be it remembered that this cause came on to be heard on this 24th January 1848 before Chancellor Ridley upon the report of the Clerk & Master made in pursuance of an interlocutory order pronounced in this cause at the last term of this Court which report is in the words & figures following. In pursuance of the interlocutory decree of this Court pronounced at the July Term 1847. In this suit ordering the sale of the land mentioned in said decree the Clerk & Master reports that after advertising said land according to law the same was offered for sale and sold by the Clerk & Master to Alexander Fergusson for the sum of two hundred dollars he being the highest and best bidder at that price and that after paying the cost of this suit the said Alexander Fergusson settled the balance \$156.25 cents with said James Fergusson Admr. & C who receipted for that amount which is respectfully submitted.

Samuel D. Claiborne Clerk & Master
Which report being unexcepted to is in all things confirmed. It is therefore ordered adjudged and decreed by the Court that all the right title claim and interest of the parties to this suit be divested out of them and vested in said Alexander Fergusson his heirs & assigns forever.

Willie Austin Admr. with the annexed of Charles Austin Senr. decd. vs Henderson Holland, John Austin & Charles Austin

55. Be it remembered that on this 24th January 1848 this cause came on to be heard before Chancellor Ridley upon Will answers & Cross bill and answer replication and proof when it appearing to the Court that some years since Charles Austin Senr. made his last will and testament and departed this life which was and said Willie Austin was qualified executor thereof. It further appearing that said will bequeathed to Charles Austin Jr. a tract of land provided he should pay off to certain heirs therein named the amount due them from said Charles Jr. and for which said Charles Senr. was security and if not paid the said land to go in discharge of the same which said tract of land is bounded as follows. Beginning on a black gum & hickory & white oak running thence north three hundred & twenty poles to a stake thence East One hundred & sixty poles to a dogwood and poplar on the Kentucky line thence south three hundred and twenty poles to a stake thence North one hundred and sixty poles to the Beginning. It further appearing that said claims secured by said will have been paid except the sum of one hundred and thirteen dollars due the said Benny Johnson & wife Catharine which said sum is due said Johnson in right of his wife she being one of those whose claim is secured by said will upon said tract of land It further appearing that at a sale made by the sheriff of Macon County upon a fi fa against Charles Austin Jr. and Henderson

55. Holland said tract of land was sold on the 11th day of April 1846 to said Henderson Holland. It is thereupon ordered adjudged and decreed by the Court that said land is liable for said debt of 113 $\frac{1}{2}$ due Benny Johnson & wife and that unless said Henderson Holland shall within three months from this date pay in to the office of the Clerk & Master said sum of 113 $\frac{1}{2}$ & interest thereon until paid the said Clerk after giving legal notice shall expose said land to public auction for cash, should said sum be paid then writ of possession shall issue to put said Holland into possession of the same. This order shall next prejudice any right of redemption it appearing that said Holland ad Admr. of Brittain Holland in the adjustment of this case disclaiming any desire to hold the estate of said Charles Austin Senr. in this state liable for the debt of \$58.50 mentioned in the pleadings said Holland is enjoined from attempting to collect the same from said Willie as executor, aforesaid it is further ordered by the Court that Compt. Willie executor as aforesaid pay one half of the cost in the first instance and that they each have a decree over against Charles Austin Jr. said cost the Clerk will report to the next Court his proceedings under this decree.

John S. Johnson & others vs Warren P. Coker et al (Decree

57. Be it remembered that this cause came on to be heard on this 24th January 1848 before Chancellor Ridley upon the report of the Clerk & Master made in pursuance to an interlocutory order made in this case at the last term which report is in the words & figures following. In pursuance of a decretal order of the Court made at July term 1847. referring to the Clerk & Master the matter of the account of sales of property made by the former Clerk & Master A. J. Wade in this cause in obedience to a former decree of this court the Clerk & Master reports that from deposition of John S. Johnson now on file and also from the deposition of J. L. Short also on file both of which he has taken in obedience to the order of the Court above referred to that William H. Cosby on the first day of March 1847 purchased at a public auction sale by said former Clerk & Master a tract of land belonging to the estate of Will F. Johnson decd. containing 195 acres at the price of 70 1/2 cents and gave his bond and security payable at 12 months for said 70 1/2 cents to A. J. Wade Clerk & Master which note is now on file marked "A" and that farther more William C. Johnson purchased at said sale the following property, the negro man named Phil for \$660.25/100 and gave his bond and security payable in like manner marked B. and that Edward Gross purchased at said sale the tract of land containing by estimation 257 acres at the price of \$501.50/100 and gave his bond and security payable as above marked C and that D. H. Cosby at sale purchased the 115 acre tract of land at the price of 115 cents and gave his bond and security for the same at 12 months marked D and that John S. Johnson purchased at said sale the following property the negroes John, Jack, Celia, Mary & Mary at the price of \$1689 and gave his bond and security at 12 months payable as above & C which compromise all the property ordered to be sold in the decree of January 1847. all of the bond given by the purchasers at the sale referred to appear to have been given with goods security to each The Clerk & Master further reports the following statement contains the true amount of the sales in this suit.

57. Amount of the property purchased by W. H. Cosby \$701.00
 Amount of the property purchased by W. C. Johnson \$660.25
 Amount of the property purchased by Edward Gross \$501.50
 Amount of the property purchased by D. H. Cosby \$115.00
 Amount of the property purchased by John S. Johnson \$182.00
 Whole amount of sales \$3659.75
 Whilst the property sold amounted to the following estimated value at which the biddings were opened to wit
 195 acres of land at 3^{pr}. acre \$585.00
 175 acres of land at 18^{pr}. acre \$115.00
 The negro Jack at the price of \$500.00
 The negro Phil at the price of \$550.00
 The negro Celia at the price of \$150.00
 The negro John at the price of \$350.00
 The negro Mary at the price of \$300.00
 The negro Mary at the price of \$200.00
 257 acres land at the price of 400.00
 Leaving a balance of \$509.75 which the property belonging to said estate sold for more than it was estimated to be worth or at which the biddings for said property were to be opened all of which is respectfully submitted to the Honorable Court
 Daniel D. Claiborne Clerk & Master

58. Which report being unexcepted to is in all things confirmed from which it appears that the tract of land of 195 acres was purchased of Wm. H. Cosby which tract is bounded as follows six small Tracts of land adjoining each other the separate boundaries of which are as follows the first B. ginning at a poplar near the head of abranche running thence west forty six poles to three small black Locusts thence north 87 poles to a dogwood on the top of the ridge thence east forty six poles to a sugar tree & white walnut on the west bank of abranche above where Demsey Parker line thence south 87 poles to the beginning the second adjoining the afore-said small tract beginning at abech running east 12 poles to a hickory & black walnut thence south 40 poles to a dogwood thence west 40 poles to a sugartree thence north 40 poles to an ironwood thence eastwardly eight poles to the beginning the third adjoining the aforesaid tracts beginning on a beech marked J. J. on the east side of abranche of the Dryfork of Goose Creek running west crossing said branch at 5 poles in all 23 poles to a stake on the east boundary of said Johnsons 10 acre tract entered in the name of William Foster thence north with said east boundary 12 poles to the N. E. corner of the same thence west with the north boundary of the same 60 poles to 2 buckeyes thence north 127 poles to a dogwood & pointers thence east crossing a branch at 40 poles 83 $\frac{1}{2}$ poles to a hickory thence south 109 poles to the beginning the fourth beginning at a sugartree on the south boundary of the ten acre entry running east 28 poles to an elm thence south 62 poles to a sugar tree thence west 31 poles to abech thence north 62 poles to a stake thence East 31 poles to the beginning the fifth beginning on a poplar the south E. corner of John Johnson 25 acre entry running north with the same 40 poles to two hickories with sugar tree pointers thence east 28 poles to a sugar tree on Shrum's line thence south with the same 100 poles to a poplar his corner thence East 6 poles to a pin oak on Shrum's line thence south with the Sanders line 51 poles to a stake in his line thence west with the same 38 poles to aback ash corner thence south with a line on the same 30 poles to a stake corner of the same thence west 39 poles to a

59. stake thence north 96 poles to a stake thence west 13 poles to a stake on meadows line thence North 45 poles to W. P. Johnson's locust corner thence east 46 poles to the beginning The sixth and east of said 6 small tracts beginning on a beech the S. E. Corner of the 60 acre tract running thence north 139 poles to a buckeye & beech East 34 poles to a stake on J. Hargis' line thence south with the same 38 poles to a dogwood thence west ten poles to a dogwood & beech pointers; said Hargis North West Corner of his entry; thence south with the West corner of his late entry; thence South with the west boundary line of said entry twenty six poles to a chestnut oak, Beech pointers; thence east with the same forty poles to abech on said line thence south 22 poles to a stake on Dixon's north boundary line thence West with the same 34 poles to abech the north west corner of the same thence south with the same passing it corner at 15 poles in all 81 poles to a hickory Ellis corner thence with Ellis north boundary line 53 poles to a dogwood the S. E. corner of W. P. Johnson 10 acre tract thence north 28 poles to a stake thence E 23 poles to the beginning in all 196 acres and the tract of two hundred and fifty seven acres was purchased by Edward Gross which is bounded as follows. Beginning on abech 4 poles north of a stake N 88 poles to 2 dogwoods & hickory thence N 5 with the top of the ridge 43 poles to Williamsons Northward corner thence 2 18 poles to a Beech & Lynn thence N E with the top of the ridge 46 poles to 2 sugartrees thence S 33 1 $\frac{1}{3}$ poles south of Ellis S. E. corner thence south 67 poles to two Lynns thence S 100 poles to 2 sugartrees thence S 8 poles to a stake thence S 16 poles to a dogwood thence south to 2 Lynns thence W with the meanders of the ridge to two poplars thence south to an oak thence west 57 $\frac{1}{2}$ poles to a stake thence 66° southwest to a poplar corner 100 poles thence north 51 poles to a stake on the East side of the creek west 85 poles to a white ash & sugartree thence N W 29 poles to a white ash & oak thence N west 41 poles to a stake thence East 100 poles to a stake thence 1 $\frac{1}{2}$ pole to the beginning and the 115 acre tract was purchased by D. H. Cosby which is bounded as follows beginning on a beech thence north 136 $\frac{1}{2}$ poles to a south 126 $\frac{1}{2}$ poles to a stake thence west 63 $\frac{1}{2}$ poles to the beginning containing 50 acres also another tract adjoining the said 50 acres and apart of the 115 acre tract bounded as follows beginning on Howell Hargis N. W. corner thence down thence down the branch with its meanders containing 15 acres also another tract and part of said 115 acre tract beginning on a white walnut 2 dogwoods & red buds pointers thence East 109 poles to a dogwood & hickory C thence north 73 $\frac{1}{2}$ poles to a white oak poplar Beech & sweet gum pointers thence west 109 poles to a hickory & dogwood thence south 73 $\frac{1}{2}$ poles to the beginning it is therefore ordered, adjudged & decreed by the Court that all the right title claim & interest of said parties in and to said land & negroes be divested out of them and vested in said purchasers respectively according to their purchase & their heirs forever except a lien upon each of said tracts of land for the purchase money of each one of said tract respectively

Joel & Jesse Driver Admr & C vs Cynthia East et al (Decease)
 Be it remembered that this cause came on to be heard before Chancellor Bailey upon this 24 January 1848 upon the report of the Clerk & Master made in pursuance to an interlocutory decree pronounced in this cause at the last term which report is as

60. follows in pursuance of the interlocutory decree of this Court pronounced at July term 1847 in this suit referring to the Clerk & Master to take proof and ascertain the facts in relation to the sales of the land by the former Clerk & Master of this Court under the decree of January 1847. The Clerk & Master report that he has taken the deposition of Andrew J. East from which it appears that all the land mentioned in the decree of January 1847 excepting the widows dower was sold by A. J. Wade as commanded in said decree to the highest & best bidder on a credit of 12 months whereupon Cynthia East became the purchaser at the sum of \$110 and gave her note and security which note is on file that said sale was regularly advertised and took place on the 1st day of March 1847 the said former Clerk & Master having retained a lien upon said land for the purchase money all of which is respectfully submitted

Daniel D. Claiborne C & M of
Macon Chancery Court

which being unexpected to is confirmed which said tracts of land bounded as are mentioned in the Petition it is further ordered adjudged and decreed by the Court that all the title claim and interest of said parties be divested out of them and vested in said Cynthia East & her heirs forever except a lien for the purchase money which is retained and complainants will pay the costs of the fund.

Thomas J. Dotson decd. of John Dotson decd. Nancy Dotson widow & C versus Pleasant Holland & his wife Mariah, James M., Hiram C., W. G. & Rachel Dotson heirs of said John Dotson

Be it remembered that this cause came on to be heard before the Chancellor on this 24th July 48 upon the report of the Master & of the Commissioners pursuant to the interlocutory decree pronounced in this cause at the last term which reports of the Clerk & Master & of the Commissioners and in the words & figures following viz

In pursuance of the Interlocutory Decree of this Court pronounced at July Term 1847. The Clerk & Master reports that after advertising said land according to law said land was offered for sale and sold on 30th September 1847 to James M. Dotson as being the highest and best bidder at the sum of one hundred and seventy eight dollars and twenty five cents and that said Dotson executed his bond with Thomas J. Dotson his security payable 12 months after date for the purchase money. That said sale was made subject to the widows dower retaining a lien on the land for the purchase money all of which is respectfully submitted

Daniel D. Claiborne Clerk & Master of Macon Chancery Court We the Undersigned being unconnected with the parties either by affinity or consanguinity and entirely disinterested having been summoned and duly sworn by the sheriff of Macon County as a Jury to elicit and set off to Nancy Dotson her dower out of the real estate of John Dotson her deceased husband after having daily considered and fully understood the whole matter do hereby assign to the said Nancy Dotson for her dower the following tract of land in Macon County Tennessee and in District No. 9 containing by estimation 35 acres and bounded as follows to wit Beginning at a gum the north east corner of the 30 acre survey Thence North 32° East 68 poles to a beech Thence south 52° East 104 poles to a large poplar Thence South 42° poles to a hickory

62. Thence Eastwardly to the beginning including the houses wherein the said Nancy Dotson now lives The same being one third in value of the land of the said John Dotson decd. died seized and possessed of containing by estimation 35 acres which in our opinion constitutes one third of the real estate of said deceased according to quantity and quality given under our hands and seal this 18 day of January 1848

Alex Fergusson (seal)

Isaac Pipkin (seal)

Jephtha Horn (seal)

Jesse Perdue (seal)

Pleasant G. Meador (seal)

63. which report being unexpected to are in all things confirmed. It is therefore ordered adjudged and decreed by the Court that all the right title & interest of said parties in said land mentioned in the pleadings be divested out of them and the title to said dower for & during her natural life be vested in said Nancy Dotson and that the right title & interest in and to said land except said life estate be vested in said James M. Dotson & his heirs forever except a lien for the purchase money which is hereby retained & Compt. will pay the cost out of the proceeds including 15 each to the Jurors who allotted & set off the widows dower & 25 to the surveyor.

Nathan Gass vs Howell & Holland (Decree)

Be it remembered that on this 24th January 1848 this cause came on to be heard before the Clerk & Master made in pursuance to an interlocutory decree pronounced in this cause at the last term which report is as follows

In Pursuance of the decree of this Court Pronounced at July Term 1847. Referring to the Clerk and Master to take proof and ascertain the true amount arising from the sale of the land mentioned in the decree of January 1847. in the above said. The Clerk and Master reports that the deposition of Nathan J. Gass has been taken from which it appears that on the first day of March 1847, the former Clerk and Master of this Court A. J. Wade now deceased proceeded to sell and sell the tract of land Ordered to be sold under the decree of January 1847 to the highest and best bidder and that Nathan J. Gass became the purchaser at the price of 888 and gave his bond with good security for said sum which bond with Thomas J. Dotson security thereto made payable to said Clerk and Master A. J. Wade 12 months after date is now on file all of which is respectfully submitted

Daniel D. Claiborne C & M of Macon Chancery Court

P. 64. which report being unexpected to is confirmed from which it appears that the land mentioned in the pleadings was sold to Nathan J. Gass and which land is bounded as follows in Civil District No. 9 in Macon County Tennessee Beginning on a beech and 2 hickories the beginning corner of Terrills survey S 40° E 100 poles to a white oak and gum thence N 50° E 61 poles to a white oak and poplar & hickory thence N 34° E 65 poles to a walnut on the bank of salt lick creek thence down the creek with its meanders to the Kentucky line thence with said line 20 poles to a stake Maple & Chestnut thence south 100 poles to a stake & mulberry thence S 50° W 20 poles to the beginning containing near 70 acres. It is therefore ordered adjudged and decreed by the Court that all the right & interest of the parties in & to said land are divested out of them and vested in said Gass and his heirs forever except a lien for the purchase money and that Complainants pay the cost out of the fund

Be it remembered that on this the 25th January 1848 this cause came on to be heard before the Honl. B. L. Ridley Chancellor & upon the exception filed by Compls. and deft. to the report of the Clerk & Master which exceptions the Court thinks are improperly taken on both sides and therefore orders adjudges and decrees that the report be in all things confirmed it is further ordered by the Court that the deft. be allowed four months within which to pay said sum of \$80.03 with interest balance reported to be due on said land and if he fails to pay said sum within that time the Clerk & Master shall expose to public sale said land in the pleadings mentioned for the satisfaction of said sum of \$80.03 for cash and pay over the same to the Complainants that the defendant pay the cost of this suit and the land be also held subject to the payment of the same. It is further ordered by the Court that the Compls. have leave to amend their bill and bring Jeremiah Gammon before the Court as deft. by the next term. This decree is final so far as this amount due by Linville is cancelled

Lewis & Smith Meador Ex parte

Be it remembered this cause came on to be heard before the Honl. B. L. Ridley Chancellor & C on the 24th day of January 1848 upon petition and it appearing to the Court that a division of the slaves is necessary in order to a distribution of the same and that the will of the testator by valuation or sale. It is therefore ordered adjudged and decreed by the Court that Samuel Sullivan Jefferson B Short and John C. Marshall be appointed Commissioners to value and divide slaves among the legatees under said will and that said Commissioners make a report of their proceedings to the next term of this Court.

Cole & wife vs John Wilson

The answer in this case having denied the Equity of the Bill the Chancellor is pleased to order (7) of the Injunction on (7) Bond with security in this sum of \$500 and to have the child named in the pleadings forthcoming at the next term advice by the decree of the Chancellor

Merlin Young vs Young & Griffith (Order

In this case it is ordered by the Court that the deft. Griffith have until the 3rd. rule day to answer this Bill so as not to delay the hearing.

E. P. Bryant vs John S. Brien

This cause is continued and left open for proof on both sides.

It is ordered by the Chancellor that in cases of the sales of the property in the suit of John S. Johnson et al vs Coker et al, Gass vs Holland et al, Parker vs Cartwright and Driver vs East by the former Clerk & Master A. J. Wade decd. and in consequence of the untimely oath of said former Clerk & Master and the unfinished state of the transactions in said sales. It is ordered that the commissioners on said sales be equally divided between the representatives of said deceased and Daniel D. Claiborne the Clerk & Master of this Court on whom business in said suits.

On motion it is ordered by the Court that Powell M. Hall be released on security for costs on Complt. giving other good & sufficient security in his place.

It is ordered by the Chancellor that all the causes determined at the present term be enrolled as heretofore excepting those in which orders are made to the contrary.

Head Admr. vs Payne

The Deft. in this case has to plead to the Bill on or before 2nd. rule day.

and there being no further business motioned for the action of the court the Chancellor is pleased to adjourn to the next regular term. Bromfield hidley

P 67. July Term of the Chancery Court at Lafayette 1848

Be it remembered that on Monday the 24th day of July 1848 the same being the 4th Monday of said Month the Honl. Bromfield L. Ridley Chancellor appeared in the Court house, took his seat Ordered the sheriff to open court and proceeded to the dispatch of public business when the following proceedings were had & held to wit.

Silas Pinkley Guardian & C (Final Decree

Be it remembered the above cause came on for final hearing before the Honl. B. L. Ridley Chancellor & C on this the 24th day of July 1848 upon the Report of the Clerk & Master in the words and figures following to wit. The Clerk & Master report that in pursuance to the order of this Court pronounced at its January Term 1848 after twenty days notice of the time and place of sale be exposed to public sale on the premises on the 21st day of February 1848 the lands in the pleadings mentioned on a credit of twelve months whereupon Lewis Pinkin became the purchaser at the sum of one hundred and eighty eight Dollars he being the highest and best bidder at that price whereupon said purchaser executed his note with good security for the purchase money with a lien upon the land for the same all of which is respectfully submitted.

Daniel D. Claiborne Clerk & Master of Macon Chancery Court

which being ~~un~~accepted to is ordered in all things to be confirmed. It is therefore ordered adjudged and decreed by the Court that all the right title and interest of William J. Peggy and Jane Fergusson children and heirs of Archibald P Fergusson decd. in and to several tracts of land bounded and described in the deed marked Exhibit A in the pleadings mentioned executed by Joseph Hewit to Archibald P Fergusson on the 20th day of August 1829 and on the record in the Register's office of Macon and also the land bounded and described in the deed filed exhibit B in the pleadings executed 16 of October 1835 to Archibald P Fergusson by William Fergusson be divested out of them and vested in the purchaser Lewis Pinkin his heirs and assigns forever. It further appearing to the Court that the petition mentions the No. of acres at about ten but files said deed as Exhibit A & B in the petition as description of the land sold and that the Clerk sold of the lands thus described in the deeds containing largely more than is mentioned in the petition, this decree therefore includes all of said lands. It is further ordered by the Court that

P68. the Clerk pay the costs of this proceeding out of the purchase money when collected and pay the balance to the guardian Silas Pinkley and that a copy of this decree be certified for Registration

Nathaniel M. Adams Excr. Exparte (Final Decree

Be it remembered the above cause came on to be heard before the Hon. B. L. Ridley Chancellor & C on this 24th July 1848 upon the report of the Clerk & Master in the words and figures following to wit. The Clerk & Master Reports that in pursuance of decretal order of this Court pronounced at its January Term 1848 after giving the notice required by law he exposed the negro Slaves mentioned in said decretal order to public sale at auction to the highest bidder at the Court house door in Lafayette on the 12th day of February 1848 on a credit of twelve months whereupon B. W. Mohorn became the purchaser of the woman Lidia and her child Young at the sum of six hundred and twenty one dollars and fifty cents. James Long became the purchaser of the negro boy Billy at the sum of two hundred and forty one dollars and fifty cents. Allen Gipson became the purchaser of the boy Bob Allen at the sum of two hundred and thirty dollars fifty dollars of which said purchaser paid down, and Bennett Wright became the purchaser of the negro man Martin at the sum of six hundred and fifteen dollars and 25 cents. All of said purchasers gave notes with good security payable twelve months after date for their respective purchases excepting the \$50 paid down by Allen Gipson all of which is respectfully submitted

Daniel D. Claiborne C & M of M C C

which being unexcepted to is ordered to be in all things confirmed. It is also ordered adjudged and decreed by the Court that all the right title and interest of the children and heirs of Milly Linville decd. mentioned in the petition in and to the negro woman Lidia and her child Young be divested out of them and vested in B. W. Mohorn his heirs and assigns forever. It is also ordered adjudged and decreed by the Court that all the right title and interest of said children and his heirs in and to the negroes in the report mentioned be divested out of them and vested in the respective purchasers set forth in said report. It is further ordered by the Court that the costs of this proceedings be paid out of the \$50 paid in cash that the Clerk collect the purchase money and pay over the same to the respective heirs who are entitled to the same. It further appearing to the Court that the interest of John Linville in said slaves had been attached in the hands of the executor to satisfy a debt held against him by John Wilson in the Carthage Chancery Court and a decree obtained for the sale of said interest. It is therefore decreed by the Court that the Clerk of this Court pay over to the Clerk of the Chancery Court at Carthage the interest of said John Linville in the proceeds of the sale of said Slaves and a copy of this decree be certified for Registration.

Joel & Jesse Driver Admrs. of Ezekiel East deceased vs Sarah Elizabeth, Josephus, Joel Y. Joseph & Ezekiel D. East

Be it remembered that this cause came on to be heard on this 24th July 1848 before Chancellor Ridley upon the application of Compls. for a decree against Cynthia East, Jesse Driver & Andrew J East for the balance of the purchase money due from said parties to Compls. for the lands in the pleadings

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P 69. mentioned whereupon it appearing to the Court that said Cynthia East, became the purchaser of the lands in the pleadings mentioned at the Clerk & Masters sale of the same at the sum of 150¢ and gave her note for the same with the said Jesse Driver & Andrew J. East as her security 1st day of March 1848 and which said note is now here in Court and it further appearing to the Court there was on the 6th of March 1848 a payment of \$16.70 made on said note and that there remains due and unpaid on said note at this date the sum of one hundred and thirty six dollars and 48 cents. It is therefore ordered adjudged and decreed by the Court that said complainants recover of said Cynthia East and her said securities Jesse Driver and Andrew J. East said sum of one hundred and thirty six dollars and 48 cents for which a scutcheon may issue as at law and it is further ordered adjudged and decreed by the Court that in default of payment of said Cynthia East Jesse Driver & A. J. East to satisfy said amount, and it is ordered that said note of said Cynthia East Jesse Driver and A. J. East dated the 1st March 1847. for \$150 made payable to Andrew J. Wade Clerk & Master be and the same is hereby cancelled and held for naught.

Rebecca Lovin vs Hanson W. Lovin

Be it remembered that this cause came on for final hearing before the Hon. B. L. Ridley Chancellor & C on 24th day July 1848 upon the pleadings proof and articles of compromise of said suit which are as follows " we agree to settle the Chancery suit of Rebecca Lovin in behalf of her child William C Lovin vs Hanson W. Lovin in the Bacon Chancery Court as follows, The Chancellor to pronounce a decree giving to Rebecca Lovin the mother, the custody and nurture of her child Wm. C. Lovin till he arrives to the age of twenty one years free from the control or interference of the said Hanson W. Lovin and it is further agreed that Rebecca Lovin pay the cost of this Chancery suit all of which is agreed to be entered as the decree of said Court.

J. C. Guild Esqr. for Rebecca Lovin
Hanson W. Lovin by J. W. Head attorney.
Whereon the Court adjudges and decrees that the said William C. Lovin an infant aged about eight years shall continue to remain in the possession control and nurture of his mother Rebecca Lovin until he arrives to the age of 21 years free from the possession control or interference of the said Hanson W. Lovin and that portions of of the decree of Chancellor Cahal in the Sumner Chancery Court ordering the said William C. Lovin to be delivered into the possession of Hanson W. Lovin to be by him kept often he shall arrive at the age seven years be and the same is annulled and set aside. It is further decreed that Complt.

P. 71. Rebecca Lovin pay the cost of this suit and file issue as at law. It is further decreed that the name of the Complainant Rebecca Olesby and by which name she will be designated and K known

Nathan J Gass vs Holland Howell (Final Decree

Be it remembered that this cause came on to be heard on this 24th day of July 1848 before the Hon. B. L. Ridley Chancellor & C when it appeared to the Court that the amount of the sale of the land in the pleadings with interest up to this term of the Court as shown by the note of Complainant who was the purchaser is \$90.20 and the cost of suit ordered to be paid out of the proceed of said sale is \$20.50 which being deducted leaves

P 71. the sum of 69.70 whilst the amount due Complainant from Josiah C. Holland the defendant is \$129.06 principal and interest which after deducting said sum of 69.70 due debt. Holland on the sale of the land from said sum of \$129.06 leaves the sum of \$59. yet due complainant from debt. Holland on the original purchase money. It is therefore ordered adjudged and decreed by the Court that complainant Nathan J. Cass recover of said defendant Josiah C. Holland the aforesaid sum of fifty nine dollars and thirty six cents for which execution may issue as at law and that the note of complainant for \$83 given for said land after the payment of the costs as aforesaid of \$20.50 be delivered up to said complainants and cancelled and that also the three notes of Josiah C. Holland dated 19th of September 1842 two for thirty four dollars each & the other for thirty two dollars made payable to Nathan J. Cass the Complainant be and the same one also hereby cancelled and ordered to be delivered by the Court that complainant pay the cost of this motion in which execution may issue as at law

Bailey vs Igdon et als

This cause is continued by consent and each party is allowed 5 months to take proof

P 72.

John T. Talley Admr. Exparte

Be it remembered that the above cause came on to be heard before the Honl. B. L. Ridley Chancellor & C on this 24th day of July 1848 upon the Report of the Admr. in the words and figures following to wit Agreeably to a decree of the Honl. Chancellor Court for Macon County at January Term 1848. I proceeded to sell to the highest bidder in the town of Hartsville on the first day of April, a negro boy named John belonging to Wm. Chaston decd. for cash, for said boy was purchased by James D. Carr for four hundred and fifty two dollars he being the highest and best bidder I would beg leave further to report that the negro girl Anna decreed to be sold at the same time was badly burned a few days before the sale consequently I did not think it prudent to offer said girl for sale. She is now improving and I would ask the Honorable Court to renew the decree to sell said girl as soon as her condition will allow of it all of which is submitted this July 19th 1848. John T. Talley Administrator said Admr. further reports that said girl had been attended to during her sickness and that he procured Benjamin Talley to wait on her and take care of her during her sickness July 24th 1848

J. T. Talley Admr.

which being unexcepted to is ordered in all things to be confirmed. It is further ordered and decreed by the Court that all the right title and interest of the parties mentioned in the pleadings in and to the slave John be divested out of them and vested in the purchaser Jas. D. Carr his heirs and assigns forever. It is further decreed by the Court that the former order of this Court as to the other slave stand revived That Benjamin Talley be allowed the sum of \$90 for his attention to said girl to be paid by said Admr. and taxed with the cost. It is further ordered by the Court that the Admr. pay the cost of this proceeding out of the funds and that a copy of this decree be certified for Registration.

P 73. Uhles & McIard vs William Linville (Final Decree

P 73. Be it remembered the above cause came on to be heard before Honl. B. L. Ridley Chancellor & C on this 24th day of July 1848 upon the Clerk & Master's Report in the words and figures following to wit. The Clerk & Master Reports that on the 3rd day of July 1848 after giving the notice required by law he exposed to public sale at auction at the Court house door in Lafayette the lands in the pleadings mentioned whereupon Richard Uhles and William McIard became the purchasers at 25¢ they being the highest and best bidder all of which is respectfully submitted

Daniel P. Claiborne C & M

which being unexcepted to is ordered to be in all things confirmed. It is further Ordered adjudged and decreed by the Court that all the right title and interest of William Linville in and to the lands in the pleadings mentioned be divested out of him and vested in the purchasers Richard Uhles and William McIard their heirs and assigns forever subject to the right of redemption and that a writ of possession issue to the sheriff directing him to put said purchasers into the possession of said land. It further appearing to the Court that said land was bid off at the sum of 25¢ and that said purchasers had advanced the amount of their claims against the debt on said land and there is a balance of cost due. It is therefore Ordered and decreed by the Court the balance of the cost be advanced on said land by said purchasers and that the amount of all the costs and the decree in said cause amounting to \$? the amount for which said land is bound may be redeemed and they be entitled to receive the whole of said amount with interest as the law points out from the person who may redeem said land. It is further ordered by the Court that complainants pay the balance of the costs in said cause after deducting the 25¢ for which execution may issue as at law and that they recover the same of defendant Linville for which execution may issue as at law and that a certified copy of this decree be furnished for Registration. That the amended bill and answer stand until the next term of this Court for trial.

P 74. Willis Austin Admr. with the will annexed of Charles Austin vs Henderson Holland, John Austin & Charles Austin

Be it remembered that this cause came on to be heard on this 24th July 1848 before Chancellor Ridley upon the report of the Clerk & Master which is as follows In pursuance of the decree in this cause pronounced at January Term 1848. The Clerk & Master Reports that on the 28th January 1848 the said Henderson Holland paid into my office the 1133 specified in said decree upon which payment I issued the writ of possession to the sheriff of Macon County commanding him to place said Holland in possession of the land mentioned in said decree which writ has been returned "executed" and on the 13th March 1848. I paid said sum of \$113 to Berry Johnson and took his receipt for the same all of Johnson and took his receipt for the same All of which is respectfully submitted

D. P. Claiborne C & M of Macon County. Court

Willis Austin Admr with the will annexed Of Charles Austin deceased vs Henderson Holland, John Austin & Charles Austin
In this case the Court orders a rehearing of the same for the purpose of correcting an omission or error which has intervened in the transcript of the decree herein pronounced

P 74. at the last Term. The Error is this There is no decree entered at last term which was pronounced that Henderson Holland should pay one half of the costs of this cause and recover the same from Charles Austin Jr. Now the Chancellor having connected said Error and decrees that the said Henderson Holland pay the one half of said costs and recover and have his execution over therefore against the said Charles Austin Jr.

Sophia W Meador vs Moses Meador (Decree

This cause coming on to be heard on the 24th July 1848 before Chancellor Ridley. This cause is referred to the Clerk and Master to take proof and report instantly what would be reasonable fees for Messrs Head and Bennett the Solrs. for complainant in said cause which report is as follows to wit The Clerk & Master reports from the depositions of H. B. McDonald that J. W. Head and R. A. Bennett are each entitled to a fee of forty dollars which is thought to be a reasonable fee and from the deposition of J. W. Head, R. A. Bennett is further entitled to a fee for procuring the fiat of Judge Campbell \$50 is believed to be reasonable in as much as the weather was bad and an adjoining County had to be visited to see or send to the Judge & C respectfully submitted

Daniel D. Claiborne C & M

which being unexcepted to is in all things confirmed it is ordered and decreed by the Court that said Solicitors be allowed the respective sums each mentioned in the report for their services to be paid by the said debt. for which execution may issue. It further appearing to the Court that said parties are now living in peace and harmony and that complainant is desirous that this cause be dismissed. It is ordered and decreed by the Court that said cause be dismissed and that the defendant pay the costs of this suit for which execution may issue

J. Johnston & C. H. Maxey dms. vs Mary Johnston et als

Be it remembered that this cause came on to be heard before the Honl. B. L. Ridley Chancellor & C on the 24th day of July 1848 upon the Bill and answers and it appearing to the satisfaction of the Court that John B. Johnston died seized of the land mentioned in the Bill. It is therefore Ordered adjudged and decreed by the court that the following named persons be appointed commissioners to lay off and allot lower to the widow giving her one third in quantity and quality and to divide the remainder equally in the same manner between the heirs Meredith B. and James W H H Johnston to wit Peter A. Wilkinson John C. Marshall, L. B. Griffith, Daniel D. Claiborne and Samuel Sullivan and it further more appearing to the satisfaction of the Court that decedent died possessed of the negroes mentioned in the Bill. It is ordered that the above named commissioners divide the same equally in value between the widow and the heirs Meredith B. and James W H H Johnston and report to the next term of this Court

P 76. James Cole & Mary Cole vs John Wilson (Decree

Be it remembered that on this 24 July 1848 this cause came on to be heard before Chancellor Ridley upon Bill answers Re- plication and proof where upon it appears to the Court that it is right & better for the interest of the child in controversy James Washington should remain under the care and nature of the

P 76. defendant John Wilson. It is therefore Ordered adjudged and decreed by the Court that the injunction heretofore granted be dissolved & that Compts. Bill be dismissed & that said child be & remain under the care nature & control of said John Wilson It is further Ordered that compt Mary be permitted to visit said child and that said child be permitted occasionally to visit said complainant Mary and that should any attempt be made to violate this decree by saying or or? attempting take or detain the said child from said John Wilson an attachment may & shall be issued to the sheriff of any county in this State to seize said child and enforce the said decree. It is further ordered adjudged and decreed by the court that each of the parties pay one half of the costs and that execution issue as at law.

John S. Johnson, Wilson T Meador & wife formerly Susan Johnson Wm. C Johnson, Andrew J. Johnson, Grace Johnson, W. H. C. Mary H., Elizabeth D. & Susan Johnson the three last minor heirs by their next friend and guardian John S. Johnson & William C. Johnson Experts

Be it remembered that on this 24th July 1848. This cause came on again to be heard before Chancellor Ridley upon the application of the complainants against Edward Grace and George Thomason for the sum of three hundred and seventy dollars and Thirty Two cents, whereupon it appearing to the court at the of the land in the pleadings mentioned in this case said Edward Grace became the purchaser of one tract of said land and executed his note with said George Thomason dated the first day of March 1847. and due 12 months after date for the sum of \$501.50 upon which there was paid the 6th of March 1848. \$140.00 and P 77. there remains due and unpaid with interest counted to this date the sum of \$370.32. It further appears to the court that at said sale that John H. Cosby became the purchaser of another tract of said land and executed his note with William H. Cosby & John T. Cosby as his securities (It also appearing that said John T. Cosby has departed this life intestate) for the sum of \$115 due the 1st of March 1848. and dated the 1st of March 1847 upon which there was paid on the 18th day of this month 400 leaving a balance of principal and interest due due? to this debt of seventy eight dollars & 20 cents. It is therefore Ordered adjudged and decreed by the court that complainant Recover of said Edward Grace and George Thomason said sum of \$370.32 and their half of the costs of this decree and it is further decreed that complainant recover of said John H. Cosby & William H. Cosby said sum of \$78.20 and there half of the costs of this decree it is further ordered adjudged and decreed by the court that in default of property of said debts. to pay the respective amounts herein decreed that the respective tracts of land purchased by said parties be sold to satisfy the same that is the tract purchased by said Grace be sold to pay the decree against him and his security and the tract purchased by the said Cosby be sold to pay the amount decreed against him and his security and that execution issue against said Edward Grace & George Thomason for said sum of \$370.32 and against said John H. Cosby & William H. Cosby for said sum of \$78.20 and there respective parts of the costs, and that said notes dated 1st March 1847. be and the same are hereby cancelled.

John F. Pinkley et als Experts

Be it Remembered that the above cause came on to be heard

P 77. before the Honl. B. L. Midley Chancellor & C upon the Report of the Clerk & Master on this 24th July 1848. in the words and figures following to wit. The Clerk & Master reports that in pursuance to the decretal order of this Court pronounced at its January Term 1848 after advertising the land in the pleadings mentioned according to law the same was sold on the premises on the 15th day February 1848. on a credit of twelve months to Daniel K. Wakefield for the sum of two hundred and seventy one dollars he being the highest and best bidder at that price whereupon said purchaser gave bond and good Security for the purchase money and a lien on the land for the same all of which is respectfully submitted

Daniel D. Claiborne C & Mrs which being unaccepted to is ordered in all things to be confirmed. It is therefore ordered and decreed by the Court that all the right title and interest of John S. Pinkley Administrator of Saml. C. Pinkley deceased Elizabeth Pinkley, Francis O., Mary S. & Nancy Jane Pinkley in and to the tract of land in the County of Macon, State of Tennessee on the waters of the long Fork of Bearon River and containing 50 acres and bounded as follows, beginning on an oak William Wakefield, North West Corner of a 16 acre tract Thence S. 41 P to a dogwood his N.E. corner of another tract Thence 4 76 P to a chestnut his N.W. Corner. Thence N with Parkers East boundary 41 P. to a beech Faggs S.W. Corner Thence S 80 P. to his S.E. Corner thence N 160 P to his N.E. Corner in Herods S. Boundary line thence E 64 Poles to a stake Thence S 54 P to the N. boundary of Holladay 200-acre tract thence W 51 P to Part oak the N.W. corner of the same thence S 106 Poles to 2 small oaks the S.W. Corner of the same Thence E 13 P to the beginning also another tract containing 200 acres in the County of Macon and State of Tennessee on the head waters of Paytons Creek beginning at a white oak buckeye and beech running Thence N 7 P. to a hickory in Wakefields boundary thence E 12 Poles to a beech his S.E. Corner thence N 68 Poles to a beech the S.W. Corner of his other tract thence E 46 P to the S.E. Corner of the same thence W 58 P to 2 small oaks in the edge of the conditional line thence N 106 P to 2 oaks in said tract thence S 150 P to a stake in the E. boundary of Christman's 640-acre tract thence S with the same 241 P to a stake thence W 150 P to the beginning he divested out of them and vested on the Purchaser Daniel K. Wakefield his heirs and assigns forever. It is further Ordered by the court that the costs of his Proceedings be paid out of the Purchase Money and the balance Paid to the respective Claimants and a copy of this decree be certified for Registration.

Harper et als vs John Gregory & wife & A Stanfield This day this cause came on for further hearing before the Honorable B. L. Midley Chancellor & C on the 24th of July 1848 and because it does not appear whither the said 130 acres of land mentioned in the decree should be divided or sold and which would best advance the interest of said parties. It is therefore decreed that this cause be referred to the Clerk of this Court to take proof and report whether it is manifestly to the advantage of the Compts. and defendants Gregory and wife to have said land sold and proceeds divided according to the interest of said parties or whether the same should be divided

P 79. Harper et als vs Gregory et als (Report of Clerk & Master From the testimony of John H. Henry and Nathaniel Law I report that it is impracticable to divide advantageously the tract of 130 acres of land mentioned in the interlocutory order in this case among the said heirs the Compts. and defendant Gregory & wife and that it would be manifestly to the advantage of said parties to have the said land sold.

Nancy Harper, Betsy Harper widow, Thomas Harper, Higdon Harper the ad. Betsy the widow of Edmund Harper and the others by their guardian Hanson S. Wynne, Mary Withers & husband Daniel Withers P 80. Jane Harper and Martha Abbotts by A.C. vs John Gregory & wife Sally and Josiah Standfield Be it remembered that this cause came on to be heard before the Hon. B. L. Midley on this the 24th of July 1848 upon the pleadings & proof in the cause whereon it appeared to the satisfaction of the Court that the Compts. and the said John Gregory & wife Sally are the children & heirs at law of Edmund Harper. And it further appearing to the Court the right of Edmund Harper to the 130 acres of land mentioned in the pleadings was sold at execution sale during the life of Edmund Harper and A. W. Hodge became the purchaser at \$15. and what Josiah Standfield redeemed said land from said Hodge & by agreement be extended the time of redemption to Edmund Harper during his life and that the said John Gregory at the request of the complainants the heirs of said Edmund Harper on the 13th day of January 1848 redeemed or purchased said land from the said Standfield at the price of \$90. due and payable in 1. 2 and 3 years from the date to wit 13th of January 1846. that said purchase was made for the benefit of the said Edmund Harper It is therefore decreed by this court that the title of the said Standfield acquired by said sale at execution sale aforesaid and his the said Gregory's purchase from the said Standfield and Sheriff's deed be & the same secure to the benefit of the said widow & children. The complainants with the ad. John Gregory and wife and the title shall be divided out of said parties and vested in the Compts. and defendant John Gregory & wife and the heirs in the same manner as if the said land had never been sold and the said Edmund Harper had died intestate subject however to the claim of the said Standfield for the payment of the said note of \$90. as they shall fall due. And thereon upon the interlocutory order of this Court the Clerk has reported that it would be manifestly to the advantage of the complainants and defendant the heirs of Edmund Harper after the assignment of dower to the widow Betsy Harper to have the land sold subject to the widows dower. It is therefore decreed by the Court that Nathaniel Law, Benjamin Tally, James Talley, William Payne, and Daniel M. Claiborne be appointed commissioners to divide and set apart to the widow Elizabeth Harper her dower of one third in value of said 130 acres of land including the mansion house and report the same to next Court and it is further decreed that after the assignment of dower as aforesaid the Clerk and Master of this Court shall proceed & after advertising as required of sales at execution and sell the said land subject to the power of the widow on the following terms \$110. cash out of which the costs of this proceedings on this and the Circuit Court shall be first paid then \$25. to Solicitor Guilds fee out of complainants part and balance if

and shall be paid to Josiah Stanfield on his debt of \$90. and interest for the balance of the purchase money a credit of one & two years shall be given taking land and security for the purchase money retaining a lien on said land for its payment. It is further decreed out of the first payment the said Standfield shall be paid the said \$90. debt with interest as said notes fall due and the balance of said purchase money shall be equally divided among said complainants and the defendant Gregory and wife and the portion coming to the said Martha Abbotts shall be paid over and settled upon her exclusively reports to be made at the next term. It appearing that some of said parties have been in possession of said land and that timber have been cut and taken off but how the rights of the parties and their responsibilities to each other are it is unknown. Therefore the matter is referred to the Clerk & Master he will take proof and report if any of the parties request it what rent if any either party shall pay. That valuable and lasting improvements have been made on said land by either party since the death of Edmund Harper or what amount of taxes have been paid since the death of said Edmund on said land and by whom paid. He will likewise report what waste or timbers have been cut from said land since the death aforesaid and its value charging the parties respectively for rents and waste and crediting for improvements and taxes and report next term. The question of costs in taking said account is reserved until the coming in of the report.

Lewis & Smith Meador ex parte (Final Decree)

Be it remembered that this cause came on to be heard before the Hon. B. L. Ridley Chancellor & C on the 24th day of July 1848 upon the report of the commissioners in the words and figures following (to wit) In pursuance to decretal order of the Honorable the Chancellor of Madison County the undersigned commissioners report that having met on the premises of the late Ira Meador on the 11th of February 1848 they proceeded to divide the slaves mentioned in the Decree of January term 1848 in to eight lot or shares (to wit) Lot No. 1 Negro Meador valued at \$600. No. 2 to pay No. 3 \$87.50 drawn by Wilson L. Meador Lot No. 2 Phylby and Josiah \$525. No. 2 to pay No. 3 \$12.50 drawn by Pleasant G. Meador Lot No. 3 Eliza \$400. amt. due from No. 1 \$87.50. No. 6 due No. 3 \$12.50 amt due from No. 2 \$12.50 drawn by John Meador No. 4 Rhoda and Catharine valued at \$600. No. 7 due No. 4 \$12.50 drawn by Patrick Fergusson No. 5 Carol \$560. No. 5 due No. 8 \$275. 50 drawn by Lewis Meador No. 6 George and Nancy \$525. No. 6 due No. 3 \$12.50 drawn by John Meador No. 7 Elizabeth & Juliana \$525. No. 7 due No. 4 \$12.50 drawn by Elizabeth Meador No. 8 Anne \$475. No. 5 due No. 8 \$3250 drawn by Alexander Pinkin. Said commissioners also report that the cause of their only being eight lots or shares made of said negroes instead of eleven shares is that all the legatees made and subscribed the exhibit No. 1 to this report from which it will appear that Jahu Meador Ira and Smith Meador relinquished their claim to the negroes and received credits for the value thereof on debts owed by them to the estate they further report that each share is in their judgment equal in value and amounts to \$612. 50 each. We were employed two days for which we charge \$2.00 each. \$6.00

J. C. Marshall
Saml. Sullivan
J. B. Short

Commissioners

Which being unexcepted to is ordered to be in all things con-

firmed. It further appearing to the Court that there are eleven legatees and that three of them to wit Ira and Smith to be appropriated to the discharge of their liability for the lands devised to them and the interest of Jahu to be applied to the payment of debts due from him to the estate of the testators and that the commissioners proceeded to divide said slaves into eight lots instead of eleven and divided them among the other legatees it is therefore ordered adjudged and decreed by the Court that the amt. of the interests of said Smith, Ira & Jahu be applied as agreed upon by the parties and that all the right title and interest of the legatees mentioned in the pleadings in and to the different lots of negroes be divested out of them and vested in the respective persons who drew them as set forth in said report their heirs and assigns forever and that each pay the respective sums of money charged to their different lots to the lots entitled to the same for which execution may issue. It is further ordered by the Court that the executors pay the costs of this proceeding out of the estate and a copy of this decree be certified for registration.

Pinkin & Meador vs McDaniel et al (Final Decree)

Be it remembered the above cause came on to be heard before the Hon. B. L. Ridley Chancellor & C on the 24th day of July 1848 upon the Bill of Compt. filed for the construction of the will of Thomas Dotson decd. and the agreement of the parties that the same be submitted the face of the will, which having been fully examined and understood the Court is of opinion that the latter clause 20. directing that the land and negroes of the heirs mentioned in said clause be valued at this time by commissioners appointed by the Court. The Court is further of opinion that the testators died intestate as to the property mentioned in the 1st clause bequeathing to the widow the property during her widowhood or life and that the same goes according to the laws of descent and distribution and that any personal property bequeathed to the widow that is consumable in its use vests in the widow an absolute estate and as to the balance she only takes a life estate. The is of opinion and so decrees that the negroes of Ruth and Jane are to be valued and designated now but not to be taken from the widow Charlotte until her death or marriage as to the clause "I want them all to have an equal share" The Court decrees that Angeline Calbreath is not included and that she takes no more than is specially bequeathed to her. The Court is however of opinion and decrees that the remainder of the legatees are all to be made equal in land and negroes and that the lands bequeathed to the respective legatees and the slaves specially bequeathed and also a slave each to Ruth & Sarah Jane Dotson be valued and designated to them but to remain in the possession of the widow Charlotte during life or widowhood. The balance of the property bequeathed to the widow, the Court is of opinion and so decrees is to remain in her possession as directed by the will and there is to be no valuation or division of the same during the life or widowhood of said Charlotte. The Court hereby appoints Daniel B. Claiborne, John C. Marshall & L. B. Griffith commissioners to value the land and negroes bequeathed in the will in accordance with the foregoing decree and to make a report of this proceedings to the next term of this Court, all other questions being in the meantime reserved.

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P 85. It is ordered by the Chancellor that all the decrees pronounced at the present term be enrolled as heretofore excepting the cases in which special orders are made to the contrary and then the Chancellor was pleased to order an adjournment to the next regular term

Bromfield Ridley

Lafayette Tennessee Monday 22d. January 1849

Be it remembered that on Monday 22d. January 1849 it being the 4th Monday in said month and the regular time for holding the Chancery Court at said place. The Honl. B. L. Ridley Chancellor having failed to attend I have adjourned court until tomorrow morning 8 o'clock

Daniel B. Claiborne Clerk & Master.

Tues day Morning 8 o'clock 23 January 1849

The Honl. B. L. Ridley having not arrived I again opened Court and kept the same open until 4 o'clock P. M. and the Chancellor of this district not having arrived I adjourned Court until the next regular term

Daniel B. Claiborne Clerk & Master

P 86. July Term of the Chancery Court at Lafayette 1849

Be it remembered that on Monday the 23 day of July 1849 the same being the 4th Monday in said month. The Honl. B. L. Ridley Chancellor appeared in the Court house took his seat Ordered the sheriff to open Court and proceeded to the dispatch of public business when the following proceedings were had and held (to wit)

Harpers heirs vs John Gregory & wife & Josiah S. Anfield (Decree

Be it remembered that this cause came on for hearing before the Honl. B. L. Ridley Chancellor upon the pleadings in-terlocutory decree reports assigning dower and the sale of the real estate and the award of arbitrators upon the matters referred to the Clerk & Master by agreement of parties which report and award are as follows. We the undersigned commissioners appointed at the July Term 1848 by the Honl. Chancery Court of Macon County to allot, lay off and set apart dower to Elizabeth Harper out of the 130 acres of land mentioned in the dower and of which her late husband Edmund Harper died seized & possessed of, having first met on the premises on the 8th Sept. 1848 and being duly sworn according to law, we have set apart her dower aforesaid as follows: Beginning at a stone in the land on the west boundary line of said 130 acre tract, running thence West 14 poles to the west side of a branch; thence N 54° W 15 poles to a stake; thence N 70° W 113 poles to a Sycomore; thence S 76° 40' W 31 poles to a honey locust; thence N 44° W 600 poles to same rock, & white oak pointer; thence North 31 poles to the widow Jackson's line; thence with said E 92 poles to a stake; thence S. 96 poles to the beginning containing 50 acres and including the mansion house of the decd. Edmund Harper, which in our opinion contains one third part of said land in quality and quantity. All of which is respectfully submitted;

Dani. B. Claiborne
Benjamin Tally
Nathaniel X Law
Charles J. Tally
William Payne

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P 87. In pursuance of decree of July 1849 in the above cause at the request of John Gregory and R. S. Winn as Guardian of said heirs the Clerk & Master reports that he has taken the deposition of Launzo D. Higgeson & Thomas Reese which is on file & referred to; after which said R. S. Winn Guard as aforesaid and said John Gregory referred the matters in controversy to Sanford Poth, Nathaniel Law, William J. Reese and S. H. Adams as arbitrators the report of said arbitrators it is understood is unexceptionable and agreeable to the parties on both sides and is here filed with this report as apart thereof all of which is respectfully submitted

Daniel D. Claiborne C & M

In pursuance of the interlocutory decree of this court pronounced at the July term 1848 the Clerk & Master report that after advertising the land mentioned in said interlocutory order according to law he sold the same subject to the widows dower on the 9th day of September 1848 at public auction on the premises to Joseph G. Hawkins at the price of three hundred and twenty dollars he being the highest and best bidder whereupon paid one hundred dollars down and executed his note at one and two years with John H. Henry good security for the remainder of the purchase money all of which is respectfully submitted

Daniel B. Claiborne Clerk & Master of Macon Chancery Court

We Ransom S. Wynn Guardian for the minor heirs of Edmund Harper decd. D. K. Wither & others against John Gregory and others have agreed and do hereby submit to the arbitration and award of Sanford Pits, Samuel Adams and Nathaniel Law in a matter now pending in the Chancery Court in Macon County whereas the said John Gregory is claiming pay for valuable improvements on the said land of Edmund Harper the said John Gregory has submitted to pay for the waste of timber on said land and land rents he and the heirs, we the arbitrators John Gregory shall pay for land rents and waste of timber 61 dollars we believe the minor heirs shall pay for land rents twenty dollars and fifty cents

P 88. We believe said Gregory shall have eighty five dollars for his improvements on the said place we pray the Honl. Court to take notice of D. K. Wither as the said Wither has not lived on said land and has received no benefit from said land R. S. Wynn pray the honorable Court to take notice of him as Guardian of the minor heirs of said Harper he has been out several dollars of his own money and a great deal of trouble in the said suit for the time and money & other expenses he has made the reasonable charge of fifty dollars. He prays the Honl. Court to make this in his final decree to the said R. S. Wynn. We think that D. K. Wither should have every seventh dollar of the rent this 25th November 1848

Ransom S. Wynn (seal)
John Gregory (seal)

Which being unexcepted to the same is in all things confirmed by the Court. It is thereon decreed by the Court that the assignment of dower to the widow as reported be confirmed to her and the sale of the balance of the land be confirmed. It further appearing by the award aforesaid that John Gregory's improvement on said place amount to 85\$ and he is chargeable with rent to the amount of 61\$ the rent chargeable to he minors heirs amount to the sum of \$20.50 that there are no rent chargeable to D. K. Wither and no allowance has been made to the guardian R. S. Wynn. It is decreed by the Court that the Clerk after collecting the purchase money and paying off all the matters to

-count. He will then pay over to the heirs of Edmund Harper their equal and respective portions of the balance of the purchase money charging and crediting said parties according to the terms of said award as regardment and improvement allowing the said Wither his ratable portion of the rent of said land the payment to be made to said parties or to or to their order The Clerk will pay out of off the interest of John Gregory 25¢ to J. W. Head his attorney in this cause that the commissioners be allowed two, each for allowing the widows dower and the surveyor two Dollars to be taxed in the Bill Cost

P 90. Meador & Pipkin, Executors & C vs McDaniel et als (final decree)
 be it remembered that this cause came on for final adjudication before the Hon. B. D. Ridley Chancellor & C on this 23d. day of July 1849 upon the report of the commissioners in the words and figures following to wit, we the undersigned commissioners appointed by the Hon. the Chancellor of Macon Chancery Court at its July term 1848 to value the land and negroes bequeathed to the heirs of Thomas Dotson deceased by said Thomas report that they after being duly sworn entered upon the discharge of their duties as prescribed in said decree and in order to come to a fair and just valuation of said land they employed the surveyor of Macon County Alexander Fergusson to survey said land which he has done with considerable labor. It appears that the Home tract bequeathed to Sarah Jane Dotson together with the portion of the 116 acres tract for timber & C contains 142 acres & 126 poles which together with the negro Sarah Elizabeth allotted to said Sarah Jane in accordance with the will is worth 8908 the tract of land bequeathed to Clemency Sealey contains 144 acres & 20 poles which together with the negro Hannah bequeathed to said Clemency is worth nine hundred and fifty dollars, the tract of land bequeathed to Sarah Dotson together with her portion of the 10 acre tract for timber & C contains 96 acres & 20 poles which together with the negro Betha allotted to her is worth 8008. The 3 tracts of land bequeathed to Cena McDaniel together with the negro Cynthia are worth 6508 said three tracts amount to 99 acres 90 poles, all of said land & negroes valued as aforesaid amount to \$3200. or an equal share whilst Clemency Meador has 9608 worth or 150% more than her share and Cena McDaniel 150 all of which is respectfully submitted. We were engaged 2 days besides working 20 miles for which we charge \$5. each. Alexander Fergusson surveyor engaged 10 day for which he charges \$20. Daniel B. Claiborne (seal)
 J. C. Marshall (seal)
 L. M. Griffith (seal)

Meador & Pipkin Exr. & C vs McDonald & als

be it remembered the above cause came on for final hearing before the Hon. B. D. Ridley Chancellor & C on this the day of July 1849 upon the report of the Commissioners in the words & figures following to wit: (the report previously entered) Which being unexcepted to is in all things confirmed. It is thereupon ordered adjudged & decreed by the (C) that the negroes & Land, valued & allotted off as described by the will of the decd and interlocutory decree of the Court be divested & vested in the legatees respectfully as the same are set forth in the reports of the commissioners. It is further ordered by the Court that the commissioners be allowed \$5 each for their services and the surveyor Alexander Fergusson \$20. for his services, to be paid

by the executors out of the estate; for which execution may issue. The Executors will pay to McDonald 25¢ for his share of fifty Dollars and then to all the legatees except Meador equally until made equal with him 7 his wife and the balance of the estate to be equally divided among all the heirs at the death of the widow equally according to the laws of descent and distribution. It further appearing to the Court that Elias T. McDaniel has paid out monies in securing the title to some of the lands in the pleadings mentioned and that he has procured the title to be made to him it is ordered and decreed by the Court that the executors out of the estate of the deceased pay to the said McDaniel any monies legally paid out by him in perfecting the said titles upon the conveyance by said McDaniel of such portion of said lands as has been bequeathed in said will to than to whom it has been bequeathed

N. M. Adams Exr. experts

This cause came on for further hearing on this the 23d. day of July 1849 and it is ordered by the Court that the Clerk & Master pay J. W. Head 20¢ his fee as a part of the cost and that the Clerk proceed to pay over the monies as directed in the former decree, the Clerk will pay over to the heirs as set forth in the pleadings and should any surcharge be filed with the Clerk by any of the heirs that any of them mentioned as heirs are not legally entitled, then the Clerk will not pay over the distributive shares of such but proceed to take proof as to the heirship of such and report to the next term of this court, the clerk will upon the collection of all the money pay over to the respective heirs or to their orders properly authenticated

Archibald P. Claiborne Clerk & C for the use of the heirs of Archibald P. Fergusson decd. vs Lewis Pipkin & Silas Pinkley

This day came on the above cause for hearing before the court, and it appearing to the satisfaction of the court that Lewis Pipkin purchased land sold by the Clerk & Master under the interlocutory decree of this court and that said purchaser executed to the plaintiff for the use of the heirs of Archibald P. Fergusson decd. his note for the sum of one hundred & eighty eight dollars due the 15th of February 1849 with Silas Pinkley his security thereto and that said note remains due and unpaid which amounts with interest to the sum of one hundred and ninety three dollars. It is therefore on motion of the plaintiff recover of the debts, the sum of one hundred and ninety three dollars debt & interests and the cost of this motion for which execution may issue at law.

John F. Pinkley Experts

In this cause the court orders the third part of the money arising from the sale of the land after paying the costs to be loaned out until the next term by the Clerk & Master and in the meantime take proof & report what will be the value of the widows dower in the lands taking into consideration her age Health & C the balance he will pay over to those entitled as heirs

P 92 Sarah Sullivan vs William P. Carr (decree)

Be it remembered that this cause came on for final pleading before Chancellor Ridley on 23d. day of July 1849 upon the pleadings and proof in the cause whereon it satisfactorily appeared to the court that the defendant gave a fair and full consideration of 500\$ for said land and that the defendant has been in possession of said land since the date of said deed the court is