-ment proconfesso against her or on care he fails to go this that she be stricken off the records & C as said deft, and the other parties proceed with the cause without her-that said Patrick Fergusson Guardian as aforesaid have till the first rule day hereafter to file his answer to complete bill so as not to delay the hearing of the cause. It is further ordered in this cause that there be a rule upon complete to file a replication to the answer of Alexander Fergusson of the first rule day hereafter.

Be it remembered that this cause came on for final Decree the string before his honor Chancellor Riddey on this 128h, day of July 1853 upon the report of the Clerk & Master and it apport to the court that there is a balance of \$273; in the hands of the Cherk to be distributed paid by the the admir. Christial being the entire balance in his hands the effects of the estate, and that the admir. Strator has paid \$48.34 costs & interest, it further appeared that Col. Guild is entitled to a fee of \$0.3 as solicitor for the complainants and antive afee of 30.3 as agent.

It is therefore adjudged and decreed by the court that the clerk pacead to distribute said fand as follows, he will pay the balance of the casts of this suit out of the funds also the sum of \$48.00 to the said Marshall and the amounts of 50.00 to Col. Guill & auffy as reported by the lerk, any balance of the fand remaining the Clerk will make a prorata distribution of among the creditors should there not be a sufficiency of the means to satisfy a id debts.

abraham F eeman ve Francis Parker (Final decree He It rembered that this cause campon to be finalty, heard on this 12th day of July 1857 upon the pleadings and proof in the cause. It appearing to the court that the defanaant purchased of the momplainant, a tract of land in Macon county at 35 pr. acre and the parties agreed that h. G. Maxby surveyor of Kentucky should survey the alads and they would abide by his survey a Mister boark having previously survey--ed the lands and the defendant being disastisfied with his survey. It further appeared to the court that said Maxey made said survey and propared a deed for the parties stating the number of acres in the deed at 113 acres by mistake when in fact his survey made it 131 acres . It is also appeared to the court that before the execution of said deed on the 7th August 1851 the complainant had heard a rumor of said mistake but had no knowledge of the same and at the signing of the deed It was agreed by the parties before the deed was signed that if the complainant would execute it he would pay him the over plus of the land at 35 pr. acre when the fact should be ascer--twined. It further appeared to the court that said Maxey informed the defendant of mistake by letter on the 7th day, of August 1851 and that there was 131 acres in the tract of land as to the accord and satisfaction set upin the answer the court being satisfied that the complainant did not understand the settlement referred to as a settlement of this mistake, but. only a balance due on the old deed and in point of fact it was not a settlement of the matter in controversy in this suit. The court being also of opinion that this compromise & sett--lement set up in the answer was on the next day after the defendant had received said information from Maxey and that

he did not communicate the same to the complt. which it was his duty to have done but the court seeing that the deft. in--sisted that it was a settlement of the land matter. The Court is therefore is pleased to decree that the complt. recover of said defendant the sum of \$60.52 it being the amount of the overplus of 18 acres at 30 pr. acre and interest from the date of the dead. It is further decreed by the court that the compromise or settlement made by the parties on the 8th August 1351 be held for naught and the parties have the right to litigate touching the matters then in dis pute as though no such settlement had been made. It is further decree by the aourt that each party pay half the costs for which fifa issue. From this decree the deft. prays an appeal to the next term of the supreme court of Tennewsee to be held in Nashville commencing on the 1st Mondayein December next, which is granted him apon his entering into Bond and security as required by law to be approved by the Master on or before the 1st hule day in August:

I 1827 llaim Holland vs 3. Claiborns it als

Leave is given "illiam Holland the complainant to file

the ross Fill in his case which is filed and begindarts weight
the necessity of process issuing and agree to answer the same
by the 33. Rule day and causes now stand in condition to take
proof on both sides until next term. It is further organized that
William Holland have leave to take Deft. Swe-ringing deposition

William Holland have leave to fake Deft. Swelfinging deposition subject to legal exceptions on giving u. I. Chaiborne 20 days notice of time and place. It is further ordered that Deft. John Claiborne have leave to retake any dipositions here to-form taken at any time before next term or any other proof he may desire.

Halem Pursly & Kir Kearfey wames, of Wm. H. Weems and heirs

It is ordered by the court that the elerk of this Court out of the sales reported of 1612 he will pay the costs of this suit and 30. C. Guila compits. solicitor 153 his fee in Mhe case and he will then pay over the balance of said fund to Wm. K. Carr guardian of all the hers of said Wm. H. Weems sho age minors except T. omas Kharley and his wife Clamman Weems who is an heir of off said W. H. Weems their portion of said fund he will pay over the the said Thomas Kearley.

Juglas et al vs Marshall'et al In this cause complet have leave to amend their amended bill which is done and it is agreed by newparties that process and publication issue are that defts, answer by mext trem at which time the cause isto be tried and leave given to take proof generally until then.

Stanford Mitchel ve James J. York, Meredith York, William J. York, Christopher P. tturson & Gilbra Segraves

Be it remembered that this cause came on to be heard before hi honor Chancellor hidley on this 12th day of July 1853 whon the pleadings and proof in the bause and he complaint having by order of the court filed his amended bill making Segraves aparty and by agreement his answer is filed

and the cause is heard at the present term of the court and it appearing to the sarisfaction of the court that the land in controversy was deed d by the defendant James J. to Mere--dith York under a power of attorney to Willaim J. York who is a now resident which was not duely probated for Legistration in this state. It further appeared to the court that the deft. Mereai th York sola the land in controversy to the complainant on the 6th July 1848 and executed a deed fo 1008 which was paid and that the defendant James J . York was present at the sale both fraudulently representing the title to the land to be good inducing the complt. thereby to make the purchase by Which he acquired no title to the land. It further appeared to the court that the defendant James J. York frauduleatly directe. a Mister Centry when he should leave the state to notify the defendant Segraves who was a creditor of Wm. J. York to make his money out of the land that he power of at--torney was void. It further appeared to the court that the defindant Sorriver became the purchaser of maid land at sheriff sale the proceedings ordering the sale being regular the court is of opinion that he has a good title to the land the court also of o inion that the assendants the Yarks have 1.4, been guilty of freed in the sale to the complt. . It is there--fore abjulged and screed by the court that the complite re--cover of the defendants William J., James and Meredith York the sum of one hundre, and therty pollars it being the purch--ase money with interest and also the costs of this cause which debt. and costs. It is derread that left. Christopher Patterson pay out of he means of James J. York attached in his hands and the attachment and injunstion be discharged an to the beside of the prope ty & effects. It is further deca linet his co defenuant "illram I and bredith York for said ight and cost ordered to be paid by Patterson out of his effects It is further decreed that the compile surrender the possession of the land to defendant Segrav . onto those who may redeem from him. It is further decress that the iged executed on the "6th JUly 1848 for the land in controversy by Meredith York to com lts. be belivered u & canceller and that Fifus is ue to earry into effect this decree.

All the causes finally decided at this Term will be a rolled is heretofore excepting the causes in which ordered are made to the contrary.

and the Chancellor was pleased to adjourn till thenext revular Term. Bromfield idley

Largette Lonary February 6th 1864 the same being the first honday in said month and the tie appointed by law for holding the Chancery Court Chancellor of the 4th division of the state of Tennessee at Largette The Roll. B. L. Ridley President in the court house took his seat ordered the shariff to opendicurt and proceeded to the dispatch of public business when and where the following proceedings were had and held towit.

H&B Louglas vs J. C. Earshall et als (Order proconfesso It appearing to the satisfaction of the Chancellor that Publication has been regularly made as to Defendant Wm. H. Tilford and saidle endant having failed to appear and answer, in accordance with said Publication and by consent of parties the Bill is taken procentses as to said William H. Tilford and the cause set down for hearing expert as to lim.

Nathan J. Gass Guardian & C vo John M. Ferguson & others (It.

Be it Remembered this cause on to heardon tobe heard? before the Bonl. B. L. Midley Chancellor & C on this 6th day of February 1854 woon the comprosise of the defendants and which agreed to by the complt. but does not release any of the lefendants & securities whill the money is pain which compressive in the words amy figures following " N. J. Gass Guardian & C vm John E. Fergusson et als(Or Bill John E. Fergusson vo Chancery Court (Cross Bill Macon John M. F rgusson et als Alexander Ferguson et als

In this cause it is agreed by the parties compit, and defendants that a fts. alexander F reuson shall pay all costs that have accrued in this cause both as to omicinal and Cross 311 that he shall pay the amount which is due the parts of si 186 Gass without any recourse on John M. Fergusson of Modding him liable therefor in any respect whatever and that the Honl. Court decree to sai a lake. Farguson a right to the lands in controversy towit some fifteen or twenty across which belonged to the estate of Hugh Perguson acid, and meither party is to make any other preparation in this suit only to ablue by this compromise for full this January 18st 1854. Litert M. W. Slexander, W. R. Dewitt.

J. M. Perguston (seal)
A. Perguston (seal)
A.

J. F. McMurry vs J. J. James (Or. hill and J. J. Vames vs J. P. Vilson (Gross Bill

There causes are consolodated and orders to be tried together and it apparting that publication has been quely made as to 7 at Thompson and he having failing to appear and plead anso r or demurities ordered by the Court that the Cross of the set of confessed and set for hearing exparts as to him and by agreement of the parties it is ordered that notice by McMurry agreement of the parties it is ordered that notice by McMurry agreement of the parties it is ordered that notice by McMurry agreed on James shall be sufficient to authorize, the taking and read in of equosities.

Charles ... Reeves & others vs "illis ... Even and others It appering to the satisfaction of the ourt that the defendants Geroge evens middle ton heaves, thittield evens, Franklin heves, Charletts leaves, Mary heaves, Eliza heaves, maline heves & Moses Reaves are minors and have no require guardian and to further appearing that are Reaves would be a suitable person tobe appointed their guardian to diffend this suitable person tobe appointed that is a Reaves be appointed to the suitable person to a condered that said also keeves be appointed to suitable person to a condered that said also keeves be appointed to said minors defendants as aforemaid and that he answer & C.

e it ... mem ere | that this cuase came on for further roceedings this 6th of February 1854 lefor: Chancellor luley upon the heport of the Clerk & Master made in obedience to an interlocutory Decree made .t a former term of this court bitch report is in the ser of and figures following; In pursu-- .c. of the interlocutory scree of last July term the Clerk & Last r reports that after a verising the tract of land as prescribed in said decree he sold the same on the premises on's the 26th day of Cotober 1852 to John Barch the com lainart the being the highest an "est bidder at the price of Twelve windras collers de en co all John Mini ; i - own forty ei--- 1 " ollars and forty two ! cents the amount of all the co--ste in the rather and as permitted to retain the balance of the perchase soney which is "loven hundre ? fifty one follars cts. in his can large in as much as it was going to him and the Glerk & Master further reports that he was unable to findent personal are arty to sall & therefore none has been sole #11 of which is respectfully Submitted.

Maniel - Claitorne C & M with the second state of the left and the second state of the left and the regard title and interest of the left near that all the regard title and interest of the left near the larter March C relies/March a humber Stokes March in an it to the treet of Lnd's the place mentional jounder de fellows beginning on heart Fipkin's Forth west corner of a six hundred and forty were Survey unding north; there 3 six; thence youth and Warde west for coefficient as or deed containing one hundred a forty deres or these should be and the same is hereby circulated and vertex in the purchases Join, both it heart and capture forey right that it blesses Join has his heart and capture forey right that it blesses Latter askes it depurchases and to the lend at he project out of said surface agreeable.

F 369, J. F. Dunten ve John Cook and Jar. C. Weir (or will and a. S. Tright adms. vs. J. F. unten, W. Cook J. C. Feir decome will

it Remant and these conses came in tor linel Fear-1 -int on this 6th hay or February 1864 t fore his Honor Chan--cellor wifiles upon the plantings the report of the preceiver and the agreement of the parties and the Compit. a. S. wright agreeing to distiss here will upon ayment of the costs of the came by Weite. Cook & Weir to which the consent. It is ore I--set by the court that said hill be ismissed and the said Be--feninate pay the costs of soic afill for Which fife issue . . it further appearing to the court that court, unton recover--ed of Deft. Cook on 20 of "Septs. 1852 fine Judgements before J.C. on rehall a Justice of the peace which with Interest and conte at law amounts to the sum of six hundred and differen collars & 69 cante. It further appearing to the court that there is in the hands of the receiver the cum of \$(?) which should be applied to the payment of the debt. of econisinent. It is therefore adjudged and isomed by the court that the conditionant bunton recover of helpeft! John Cook said sum of felt of and that after desucting the num of felt. Hoved said received Carr for his services he will pay the balance of he fund in . his hands to the complt. or his attorney. ift is further decreed

by the court vist the lefamounts Cook & Weir pay the court of this cause for which fife issue but haid court are to be first paid out of he fund in the receivers bun a and unton will have his Judgement over against said Cook & Weir for the same & fife issue the receiver will collect any balance yet his & apply it.

Jomes Korley vs Andy C. Lungle & Others (C 3611 Andy O. Mungle & others vs James Les ley and Mary Z. Lungle & others we John Lungle beothers is it Remembered that these causes came on for final "adju-ication befor his honor "Lancellor inley on this 6th say of February 1854 upon the report of the Clerk in the words figure: following towit " The flore a meter a ports that in pursuance of the Int rlocutory mees of last July Term after ... wertiging the land in the uncree mations has pres--cribed in said degree he solveste language It it. adams for 72.0 he tein, the highest on the things of that a ire or the planises the 20 day of vetet r first having offered with a 62 acre tract and fdiling to receive a bill for the same sufefficient to pay a active abt. I then cold the dail it acre tiset who the 50 word to at for ther as above all of which is accountfully submitted and i D. Mailerne & M. Mich being unexcept a to is in all things confirms and it orther appeared to the Court that the clerk is, paid to James A .1 ; the rum of there hunder and forty tour cliars 28/ cents under the former decree of this court the same is aff--road and by accree of this court at the last term the question to whether; the left. John Hangle stall be made represent-- la for the damunt or the toust property navilse as to wh--a har the casts parreed against his should be refunde out of the fund asising from the call of the lands and the orale were leard this may by the fourt farther proof laving ben taken and it satisfactorily appears to the court that the said only S. Mungle refused to permit the said John Mongle to manage the trust property threating his life. "t also appeared " that 'be said John sungle beset in great faith and was suilty of so malfeasance as such trust s. It is therefore seby the court that the Clerk refund to said John Mungle tie cost -er-on against him at the last term and which he has paid am unting to the sim of '99.33 out of the finds'arising from the sale of the land. It is further de re i by the Court that the Clark pay to J. V. Head 25.0 and Jes. - archall 15.7 fees as colicitose for the said Mary . Mungle cut of said : und the bal ace of said fund amounting to one hundres and sixty the climits a 38% pts the Clirk a Master will lower out un-til the further order of the Court and pay the interest to the said.Mary ... Aungle and such part of the principal as her ne tesities may're dir . It is further decreed by the Court that the Clerk of this Court energte a dece or a case for the 190 said tacts of land to the purchaser Nathaniel Ladams and his hairs with cov mants of ge wral warrantee and so as to connect him with original vendors of said land as to give him a remedy against the said vendors unon their covenants of warrantee, he will auely acknowledge sai a deeds and hand the same over to the purchaser for gaistration upon said pur--chaser paying the costs of the sage. __

106

h. A Bennett Aumr. (Exparte Petition Be it hemembered that this cause & on for final hearing refere the beni. B. L. Ridley Chancellor & C on this 6th Feb--ruary 1854 upon the patiti n and the report of the Master which is as follows. I pursuance of the Interlocutory secree of last July term the Clerk & Master reports that the lands in the pleadings mentioned were divided into nine lots as will be seen by reference to the plat and certificate of W. Y. Adams surveyor of Macon County and that after advertising said land as in said decree mentioned he sold the same upon a credit of one and two years to the following persons they being the highest and best bidders at the following prices towit. To T. M. P. hall & R. J. S. Pursley Let No. 1 for \$133.00 To John Smothers Lot No. 2: for harles Simmons Lot No. 3 \$292.00 ... C. Pursley Lot Mos 4. 5 % o R. Averett Lot No 7 30.00 o Clifton A. Galesby Lot No 8 41.00 o Tre Meador Lot No 9 15:00 Thereupon all of said purchasies executed their notes with ond security for said amounts excepting the sum of sleven wollars which was paid down on each lot and Tyre Meador who baid 215.00 down for Low do 9 making 10.2 paid down and the sale amounting to the sum of 6745.80 whilst the report of the curveyors shows that there was about \$545} acres land all of which is respectfully submitted. Saniel . Claiborne C & Mr 191. Lich being unexcerted to is in all things confirmed by the of t and it appears from the Report that said land mentioned in the patition was divided off into lots to suit purchasers. T. M. P. Hall punchased with E J. E Pursley Lot Mg. 1 at pple of 2133.00 John Swothers Lot No. 12 at 3122.50 Charles Tilmone Lot. No. 3 at 5112.00 N. O. Pursley Lots Nov. 4.5 & C 5292.00 9. Averett Lot No.7 at 30.00 Chifton A. Oglosby Lot No. 8 at 41.00 Tyre Meador Lot No. 9 at 3 15.00 and further appears thit the said lots was surveyed t the county surveyor of bacon Sounty and the councaries which it an follows reference being here have to the plat & certificate of the curveyor W. Y dams on file in this cause for said Boundaries. It is therefore decree by the court that all the right and title of the res-- cective heirs menti ned in the petiti n to said land be di--vested out of them and vested in the respective purchasers ens their heirs for ever. A lien being retained until all the purchase money is padd and that the Clark of this Court hand over the notes to the admrs. of John & ubblefield decd. for the purpose of paying debts exceptsa hunared and sevent; five collars to be handed over to the widow Mancy Stubblefield in lish of her Dower in said lands she being satisfied with the same and all the heirs consenting thereto. It is further ordered by the court that cut of the fund of one hundred and 2 Dol--lars cash paid by the purchasers that the costs of this pro--ceeding be paid and the surveyors be paid for rudning out said land and lesers wild & Bennett solicitors fee of furty dollars and hand over the balance if any to the administrators Of John Stubblefield decd.

Court adjourned until 8 oclock tomorrow morning Bronfiela lidley Teusday worning 8 Oclock Febry. 7th 1854 Court met pursuant to adjournment

John M. Farguson vs Sewell L. Heitlin (Decree Be it kemembered that on this 7th of February 1854 this P 192, cause came on to be heard before Chancellor Ridley on defenda -amts plea of abatement set down for argument whereupon it ap--pears to the court that this court has no Juresdiction of said defendant he being at the date of the filing of complainants Bill and still is a resident of Smith Sounty and enot of Macon county and that process was served on him by the sheriff of Smith county and not by the shepiff of Macon. It is therefore or ered adjudged and decreed by the court that complainants "11 be abated and dismissed and that complt, and his security for costs Moses York pay the costs and that Execution is us for the same.

Charles . Heeves and wife Antena, Barvay Tood & wife Cynthia against Willis Reeves, Jane Puttman & Fuetand John Putman "illiam Leeves amanda Bush and her busham James k. Bush, Luke geves and George, Middleton, White feld, Franklin, Charactete. Mary - Sliza, Smaline and Moses Heaves the last nine are minore ter mom asa leves is guar ian adlitem.

's it am mbered that on this 7th say of February 4854 this cause came on to be heard before Chancellor sidley where--upon it appears to the court that John J. Beeves departed this life intestate if Lacon County' saveral years since with--out children .leaving as his widow said complt. sheana who has since interpartied with complainant Charles S. and leaving as, is heirs at law the said Charles & Wood & wife Cynthia and the def maants to this suit. It also appears that process has been readlarly served upon the regidents of the state that said minors and that said guardian adlitem asa beeves has answared and aguite the truth of the facts stated in the Bill' and greating to a decree at this term. It also spears to the court that in pursuance to an order made at the lules publica--tion has cen mane regularly in the Union && American a news paper but lished in Bashville T nnesses for three successive 193 weeks for more than three months before the present term of this court commanding said Non resident defendant Willis beeves John Putman & Pusband John Putman, William & vas. Amanda ush

and husband James R. Bush & Luke haeves to appear at he pre--sent term of this court and plead answer or demur to said ill and said defendants having failed to pleas answer or de--mur to said Bill and this being the last day of the present term of his court it is ordered adjudged and d oreed by the court that this sill to taken for confersed against said de--f adants. It further appearing to the court that said John J. heeves used seized and possesses of the lands mentioned in the ill to wit a one hundred acre tract conveyed by dead from ask Resved to said John J. cated 25th Cotober 1846 the second tract was granted to haid John J. by Grant from the State of Kentucky dated 28th January 1850 for one hundred a thirty scree and the third tract was purchased to said John at a sale made by the Clerk & Waster of the Chancery Sourt of -con County is the case of Mathan J. of as against J. J. York & W. J. York and which tract contains by estimation 445 acres and bounded as

set forth in a lend from Wm. J. York to James J York dated

26th June 1843, and Registered on the 28th June 1843. It further appears to the court that no dower has been assigned to Ansena cut of said land could not be advantageously devided amongst those entitled and that it would be manifestly to the interest of all interested that after after? the assignment of Dower the balance of said lands should be sold and the proceseds divided. It further appears that it would be best to divide s id lands into three farms upon one of which the dower should be assigned and the other two farms sold It is therefore or--dered adjudged and de reed by the court thath the surveyor of this county summoned two free holders unconnected with the parties who shall divide said lands into three lots and assign to said Ansena her dower upon one of them and that the Clerk ster of this court after giving 40 days notice by advertis--ement according to law sell said land on a credit of one & 194two years in equal instalments except a sum sufficient to pay the costs of this proceeding which shall be paid in cash take dotes with good s curity for the balance and retain a lien for the purchase money the said surveyor commissioners & Clerk wild report to next term the said commissioners will give the boundaries of each lot the cost will be paid out of the fund speduced by the sale including a reasonable fee for solr. Samuel .. Fite.

and 1. Claitorne vs he land & Swearingim admr. (Or Bill and W. holland vs Claiborne et al (/Cross Bill le it remembered that these causes, came on to 2 heard on this 7th day of Fabruary 1854 before his honor Chancellor Hidley upon the exceptions of compt. . . Claiborne to the and of act. Swearingm said Claiborne being the Clark and a party in interest and therfore incompetent to us termine & eccledions said exceptions. Said exceptions haven been fully examined and understood by the court are suctified and said answer of def adant Swearingm adam. & Cordeled to be stricken from the files of the cause and be ordered to answer to answer the Bill filly by the first Monday in March next in default of which a Juagement proconfesses is then to be entered against him by the Mest rand leave is given to take proof centrally until mext July term at which time the cause will ast, for hearing and tried together.

Srundy Jeems, James Tems, Thomas C. Weems, thise & Alxander - Weems by their guardian T. K. Cerr vs Thomas H. Weems, alizabeth Inwin & husband, ony Inwin, Erry Griffin & Husband tenry Griffin, Nancy Sullivan, James Weems and Jacob Weems (Final Jecuse

Be it lemembered the cause came on the heard on this yeth day of February 1854 before his honor Chanc Hor Hieley 185, upon the order proceedess at the the defendants who have not answered and the pleadings and proof in the cause and it appearing to the court that the tract of land lying in bacon County mentioned in the pleadings was purched by the defendant Thomas H. Wieme of Slijah when in the year 1824 for \$400. and it further appeared to the court that at though the deal relied on by the complete as laying been executed by the defendant Thomas H. Weems to Pincy Weems may have been callied in subordination to the itle of said Planes H. Weems claimed the land in subordination to the itle of said Planes H. Weems claimed the land

however an interest in the land. It further depeared to the court that upon the death of said Piney Weems, William H. Weems the ancestor of the compuliant took possession of the land ad the acent and tenant of the said Thomas H. Weems and continued to fold possession of the same in subordination to the title of the said Thomas E. Weems to the time of his death accounting to the said Thomas E. Feems to the time of his death accounting to the said Thomas E. Feems to the said proposeing to purchase the land the court is of opinion and my decrees that the complainants claiming under their and stor the said William W. Weems have no better title then he would hold if living and there is an louitable estoppel on the part of the ancester and the complaining to the reference accessed by the court that the complaining the limits disminssed and they pay the coast of the cause and fife issue and their securities for the same.

Tehn S. Brien ve Rughes agair. and alston more
This cause is continued assuron additional time partis
acres to take proof until next Jely tarabitry them.

Tilliam rayne vs T. H. adams (Int. Smell wie it remembered this cuase came or to be heard on this 7th day of February 1654 before his hency Chancellor idely age it appearing to be court that publication has been quely as to the defendants ". H' Adams and they having failed to plend answer or demur to complainants ill. It is ordered. by the court that the will be taken for contensed and be set for Etaring exparte as to them and thereon the cause came on to We heard on the Bill and order procont esso, and It appearing to the satisfaction of he court that the tract of land mention--cd in the pleasings was sold by the complainant to the defen--dant W. H. Adams in the month of November 1851 and executed to him atitle bond for said land upon the payment of the pur--chase money. It further appeared to the court that he was to pay two Dollars per acre for aid land and there is a bal--ance due unpaid for which Judg ment were rendered by H. Free--man seqr. on the 26th day of May 1853 which with interest amounts to 138.04 besides costs. It is therefore adjud ged and decreed by the court that the complainant recover of said referdant said sum of \$138.04 and the costs at law to be as--certained by the Clark and fifa issue. It is further teacreed by the court that the Clerk & Master proceed to sell the land in the pleadings mentioned to the highest gidder for cash un--less the money is paid into court within one month from this time and pay over the proceeds to the satisfaction of the debt of complainant and any balance after paying of costs he will. pay to the defendant the costs of this court if the land does not bring ouf icient to bay the debt and cost tobe paid out of the fund first and the remainder to be applied to the debt. of the complainant any balance of the debt remaining unpaid ifa will issue for all other matters are reserved until the coming in of the report the court is of opinion and so decrees I 197, that the defendent wary A. Has not my title or interest in the

Map party vs Joseph White, anna White a Joel wiver be it Remembered that this cause came on for final hearing before Changellor sidley upon the 7th day of February 1954 upon the report of the sale of the land the pleadings and decree which is a follows. In pursuance to the decree of this

court the defendants Johann White and anna Thite failing to ay to M & P Juffy the sum of 94.37 and 51.11 with interest from the 15th of December 1838 with in three months from the 12th July 1853 as required by the secree and there on I advettized the sale of the tract of land in all 135 acres in district No. 10 in Macon County adjoining the lands of William Bargis and others the said Anna "Lite residing on said land at the time of the decree the same specified in the decree which advertigement was according to the decree and on the libth of October 1853 on the premises I exposed the same to d le to the highest bidder for each and the feon complainants E & P Duffy bid the said land off at the sum of 79 which was applied to the payment of costs which amounted to more than that sum wh--ich is respectfully submitted 7th Febry 1854

Thich Baport being unexcepted to is in all things con--firmed. It is therefore decreed by the court that all the ri-- title and claim that the said Joseph wite and anna Tilte have in said tracts of land amounting to one hundred, and th--irty five acres adjoining the lands of William Hargis & other. In Macon County in district No. 10 b. divested out of them an seted in comitte. M & P Duffy and their heirs forever it at a further erdered that a writ of noss soion issue to the sher--Mr of Macon County to place the complainants in possession and turn the sefendants out of possession of said tracts of Tand sold as aforesail ordered that a copy of this aserse be issued for expistration and that complainants pay the costs of this buit and Tifa issue.

Jages a. Bruncon vs Gilbra Ga aves & Samuel Sullivan (wingle

He it bemesbared this cause came by to be harri bef his lonor Chanevillor faller on this 7th day of Terrary 180 and it appearing to the satisfaction of the Court that the Defendants have been duely carved with process, ad they have Sailed to pleas server or demur to the Bill and the Court be--ing about to adjourn it is ordered by the dourt that the will be taken for consessed and set for Mearing and the son progonfesso and it appearing to the court that the derendant Sagraves is inachted by Judgement to the complainant on which execution issued and was returned no property found and which with interest amounts at this time to the sum of \$74.75. It further appeared to the court that the a fendant Sullivan re--desmed the land mentioned in the pleadings but had paid over s part of the money to his co west. Segraves before the filing of the Bill but has paid into court the sum of 652.34 which should be applied to the extinguishment of the debt of comp--lairant. It is therefore adjudged and secreed by the seft. Clark retain in his hands a sufficiency of said sum of 52.34 to pay costs & pay to complt. said sum of 52.34 in extinguish--ment of said indebtedness excepting what may be necessary to pay costs and issue an execution for the Salance. It is further decreed that complt. have his Judgement over against Mt. S Segraves for the amount of the costs & tife issue.

P 199, ugh Douglas & yrd ouglas vs V. H. Vantress, Kendy A. hagg Jefferson B. Short, J. C. Marshall, William H. Tiliord and Mm. M. Parker defts.

Be it hemembered that this cause came on to be heard before Chancellor Ridley on the 7th day of February 1854 upon the pleadings and proof in the cause whereon it satisfactorily appeared to the court that Kenedy M. Hage had title to the following tract of land Beginning on a stone in a Beach stump and a beech pointer near the corner of the fence Reunning thence South 610 West 34 Poles to a honey bocust; thence Narth 710 Wast 75 poles to a stake in the Branch; thence North 380 West 32 poles to an elm on the side of the Branch near the . mouth of the lane; thence South 400 West 30 poles up the hill to awhite ash; thence South 45° Vest 36 poles to ahickory thence South 850 Weat 14 poles to a stake; thence North 780 West 10 poles to a chestnut oak; thence South 519 West 18 poles to an oak & Lynn in ords line; thence Nort h 50 poles to a Beech Me G. Fords corner; thence North 200 Gast 96 poles to two be ches said Fords Northeast corner; thence West 34 . poles to a Lynn & Beech corner; thence North 42 boles to a Bickory Buckeye and Be ch the Beginning corner to a 23 acre survey: thence West 70 poles to a surar tree & Jogwood S W corner of the 23 acre 'urvey; thence Worth 30 poles to apoplar the N W corner of the same; thence Cast 24 poles to ixon's Beech corner : thence with said Dixon's Fast Joundary 20 poles to a stake in his field; thence east 70 poles to an oak said Mixon's S E corner in Wright's S W corner; thence dast with said line 90 poles to a Buckeye & ash stump; thence south with " tsons west boundary 99 poles to an 31m Thomas McClards cor--her; thence Bast 80 poles to awhite ash on the top of the P 200 lidge marked as a corner; thence south with the manders of the ridge to a sugartree and white ash H. C. Fords corner: thence West 60 \$ poles to awhite oak: thence south 43 holes to the Besiming and on the 8th day of August 1848 solld to W. H. Fliord & V. H. Vantrese forthe price of 8000 and the said Hage received all the purchase money except the sum of \$329.90 cts. for which the said Tilford & Vnatress executed their note to said Hagg payable 2d August 1849 and which mote specified that it was the last payment on the said tract of land and which was endorsed by said Hagg to defendants Short & Marshall on 2th day of January 1849 and they obtained Judgement on said note in the Macon CircuitCourt against, said Hagg and sold said land on the 19th day of January 1850. It further appear-.-ed that said Tilford received the title bond of said Hagg to convey the title to said land on the payment of said note in the name of said Wm. H. Vantrese with the assent of the said Vantress andthat said Tilford sold ah purchased goods in the mame of the said Vantress with his assent and that said Tilford purchased goods of the complaniants H & B Douglas and took his notes therefore in the year 1848 and on the 234 day of August 1848 the said Tilford assigned said title bond over to H & B Douglas with the assent of the said Vantrese who had no interest in said land or Bond, It further, appeared that the said Short & Marshall bid in gaid land and (?) or advanced their Bid and deft. Warker to be seen said land and has been in possession of the same for three years as is specified in the answer the court is of opinion and so decrees that the title bond being Registered in the county of Macon on (?) Septr. 1848 that defendants Short and Marshall had was to have the % to H & B Douglas; that after said land; the title 201, the payment ofsaid Purchase money they the complain ants had

a right to come in upon said land and the said Short & Marshall could not (?) them by advancing their bid and the same was not liable ro redemption on part of Parker. It is therefore order--ed and decreed that the said sale and advancing their bid and the rademption on the part of Parker be set aside and overruled and the almd be sold and after paying the amount of the said note charging defendants with reasonable rents out of said sales the balance be paid Over upon the claim of H & B ouglas to ascertain the same it is referred to the Clerk & Master to take and coount and report the amount of the purchase money que; the amount of rents and the amount of the .ebts of H & B Downlas and the value of the land which being made by the Clerk and unexcepted to is confirmed by the court It appears by said report the balance of the purchase money due is \$428.17 the amount of rents for the land since lefendants Parker Short ." Marshall have been in possession is 120.00 leaving \$308.17 the complainants H & B Douglas cents amount to \$873.66 and the value of the aand amts. to \$700.00. Whereon It appearing to the court that the land is not sufficient in vius to pay the pur--chase money and complainants debts. a mounting to the sum of \$1.15. 83 and the parties herein count agree to dispense with. the solehod said land by the Clark and the infendants Wa. M . Parker who is now id possession of said land agrees to purchase it at the sum of \$700.00 and having already paid to the said Short & Marshall the balance of he purchase money as afore--said and having this day paid or secured to be paid in six months the compalinants H & B Douglas \$400.00 of their debt. , raported and accedit of 4000 having been given wount the 500.8 note of said Filfords datid 15th day of February 1848 and que-fthe 18th couldn't 1848 adounting at this time to 403.8 which is a consisted with the graph of this court it is therefore adjeuged and series by bully cours that the fight mattile of eal. of said parties in said land be divested out of them and vested- in the said William & Porker and his heirs a assigns forpever. It is further except that he of the costs of this care be paid by complainants H & B Douglas and the other and half or the costs be paid by the defendants and that fifas issue.

This B. Remp we Lercy "Rhoffeld (Order In this cause it appeares to the satisfaction of the court that we id defendant berry farefield is a non-rem dent of an another that publication has been gade as required by law it as therefore oriered by the court that Judgement proceed so be taken and this cause set for hearing expants as to him, he having failed to answer another court being about to adjourn and it further appearing to the satisfaction of the court that said defendant is a minor and has no resular guardian in this state and that James M. Wakefield would be a suitable person and the therefore appointed duardian achieve to answer for haid minor Lercy Wakefield.

Ellis B Kemp vs Leroy Wkaeffela (Int. ocree

A Se it emembered that this cause came on for hearing cos, before the Weal. B. L. Midley Chanceller & C on this 7th day of Feby 1854 when from Bill filed wich was sworn to Exhibits answer of Guardian and litem proof in the cause and report of the Clerk which being unexcepted to is in all things confirmed by the court. It is therefore ordered adjudged and screed by the court that the lands mentioned in the pleasings

be sold by the Clerk of this court after giving 40 days in writing at the court house door of the county and three other public places in this county upon a credit of 12 months except a sum sufficient to pay the costs of this proceedings which will be in cash taking note with good security of the purchaser and retaining a limin on the lands for the purchase money that the costs of whis proceedings be first paid out of \$50 loc/log to be said in hand by the purchaser including Solicitor DeWitt-of \$(?) Dollars.

Sophia W. Meador vs loses Meador A Einal Decree
The compalianant having filed an order in writing directing a dissisted of her Bill and the defendant agreeing to pay
the coats .-It is ordered by the court that said Bill be dismissed and the demant raw the costs for which fife may issed

T. P. G. difford at als we desire difford
In this cause upon motion of complainants solicitor. It is
orders by the court that the fill be discussed in to Gideon
Gifford and that he pay the costs of the dismissed for hich

fifa may issue.

4. P. difford vs Elmira Bifford

Be it remembered that this cause came on for hearing upon
the sceptions of complainants to the answer of elemant on this
"th February 1854 efore the Boal. L. idley Chancellor
(C and the court having extended and folly consistent the w
whole matter. It is ordered by the court that said exceptions
who over rules and itsallowed.

This cause is continued as on affidavit of complainant and leave given to take proof contains.

Deems et als va Weems it als

In this cause the conlainants appeal from the accision
or decree prontunced at this term of the court, in this cause
which is granted upon a notition that complainants by their
guardian enter into bond in the same of two hundred and fifty
dollars on or before the second wile day.

And then the Changellor, was pleased to adjourn to the

next regular Term . Chancellor was pleased to anyourn to u

LaFayette July 10th 1 4

Be it temperbered that on Londay the 10th any of July 4 ... 3,

1854 the same being the 2d Landay in said month and the time
appointed by law for holding the Chancery Court at Largette.

The Hond James 1 . Fite Decrial Chancellor by appointment of
the Governor of the Stateof Tennesse for holding said court
appeared in the court house took list seat ordered the sheriff
to open court which being done the court processed to the uisepatch of public business when and where the following processedings were had and heist tout the cosmission of the special
Chancellor and accompanying affidavit is as follows.

Covernor of the State of Tennessee To All who shall see these prisents Greetings --Thereas it has been certified to my by Bromfield L. Midley the presiding Chancellor of the 4th division in said State that from Physical Disability he will be unable to hold the next term of the Chancery court at La Fayette, Gainsboro & a case of contested election for a torney General at Cattage on the 17th July nearly id therefore hereby appoint Samuel M Fite of Carthage a Special Chancellor to hold the said term of the said court at LaFayette, Gainsboro & Carthage hereby confirming upon the said Damuel M Fite as special Chancellor as afbrasaid all the powers privileges, and emcluments to said appointment by Lee apportaining

In Testisony whireof I andrew Johnson Governor as aforesaid have hereunto set my hand and caused the Great seal of said that to be affixed at Mashville this 6 day of July 1884. Andrew Johnson (Seal)

I seemed it site do solemly smear that I will support the conscitution of the United Sategment the constitution of the United Sategment the constitution of the catale of Tonessee and that I will administry Justice without respect to errolls doing shoul right to the poor and the right of that I will faithfully an impartially decharge and perform all the duties incumbent on me as a special Chahcellor triably to the powers confer a upon me by the heat of my said in new little on the me confer a upon to the second of the conference of the chart of

ille in Payne we William it. whome (thal pares) it remembers that this cause come on for that hear-ing the this is the control of the state of July 1884 sefers the Boat. Stall. This chancellor of Caustana to loll in Chancer court of the master in the sorge.

Toures following ... "In this cause the Clerk & Master sports that after ad--extining the land in the pleadings mattered as present of the decree of last bedrus y Tirm he sold in take control 17th of April 184 on the freedess to 111m Force the completion of the number of of ollows the amount of complainants debt anamousts of this suit the raid Payme being the high at and best bisar at that price who rougen the wall Payne paid own twenty s ven 75/100 collars the amount of the costs and Receipted the master for the amount of his debt and interact which is on file all of which is espectfully submitted. 1 "D. B. Claiborns C All' Tich being unexcepted to be in all things confirmed. It has therefore ordered adjudged and occupation the court that all the right title and interest of the adjudged in any to the land menti ned in the pleadings lying in facon County Tagness district To. adjoining the lands of Jumes Maarle, on the Houth , and belt and Lauderdale on the last of Villiam layne on the outh and of the helps of like Smothers on the West containting by atimation one hundred and fifty seven acres mote or liss to divested out of them and wested i complainant William Paymerkis heirs and a signs forever. It is futher decree that is, cony of his decree be certified for hagist ration at the cost-

dathan J. Cass Guardain & C vs Ferguston et als

This cause is continued in consequence of the incopetency of the court to try the same and by consent of the Fartica the order of last term is revived.

ant. ... Claiporne vs W. Helland & S. Swarings admr. & C. This caus is continued is consequence of the isocher tency, of the court to try the same.

Thite To Pegusson
This cause is continued in consequence of the incompet-

This cause is continue in consequence of the fourt to

iffore state vs. Sireost xrx.
This cause is continued by consent of that is on both added.

"In iter ad I wife to B . gueson Tuncaling us of the incompate - and of he court to try the name."

Target next friend of the John Morah This could be contained the demandance of the incompet--ncy of the court to try the sems a notion are me a to set with the wardet of the futy is also both Assaulthout any otler on the same by the court.

C., Targusson vs Perfusson

This cause is continued in densequence of the incomputation act of he curt total the fisce but by consent of Parties the definition have actiful total to 194 to answer fisher and the fill said to not delay the marine of the cause.

This cause is continued by consent with the next form of the court.

Brilla Story vs Semuel Story, Jones tory ad applian Story Be it bemembered that this cause came on fer hearing lafore the Henl. S. M. Fite Chancellor & Bassigned on the 10th July 1854 upon the Bill and papeoufe to appliest Beft. Jemusl and the proof in the cause and it appearing to the sat--isfaction of the court that publication was prayed for soft. musi and afterwards the subposes wie regularly served by the shariff of Macon of said a fondard and all the particular progerly begore the court. It further a peared to the satisfac--tion of the court that deft. Semnel aid strike abase and . ill trial the compalinant sa as to render her condition unsafe and intolerable to live with him as his wife. It is therefore ordered adjug d and decreed by the court that the bonds of matrimony subsisting between the complt. and deft. Samuel be dissolved and that complainant Wabrilla be restored to all the rights of a fame bold and her name changed from Cabrilla Story be changed to fer said in hame Cabrilla Johes. It further appears to the satisfaction of the court the parties had en--tered a compromise as to alimony which is in the words &

figures sollowing towit " Thereas a suit has been instituted by C brills Story we her kusband Semuel Story for a divorce and aliment in the Chancery Court at Largetts, and wiseress the suid Semuel Story in now a son resident but we the under signed being made parties to the said suit and semigation Story and 200, mes Story being brother as well as parties arorasaid have intered into a congression at follows with the attorney is concreted int all the debts of the estate are to be paid and also the complainant Lawyers feet and coats of suit aforestid out of the estate of side and that for the relation of said into semuel and than 50. The relation of said into a small and than 50. The relation of said into a small and than 50. The relation of said into said said the side and the said should be perfected by the affect to the said special solution of the transportance of the said semishing a face of the relation of land sold by shirt femmed to said semishing a face of the said series and the said said than 40 to by sold in the said said the said said that the said of large at the said of large as the said said the said said the said that the said of large as the said said the said said that we said that the said of large as the said said the said said the said that the said of large as the said said the said said the said that th

sutherized to sell said land secondink to the irection of , said "builla, We apred to divide the Bacon or park according to the above rater of livision the sale of Tobacco as suche the sid Semuel to .. T Seay to remain as case the said a sy paying complainant Cabrilla 4/7the of the applift of purchase a secounting on settlement for the same all sales of the con rty made by emuel is said cale is a fair one for a val-- untile consideration the sale to he wold and the property to he divided by above or wold and siving at above all the note: for which said preperty was sold should the sales be in ht am for va ualle consideration toby afviced to above the a la billa is to have the control nurture and scheation of the children as time currelyes and beirs for ver to stand to and e by the above agreement to be entered of the a wree of the should a diverce be granted the said hab plik to have the flowe division when you she may desire it witness our Y land and seals this lith Thru by 1814 . comept Name

attart. S. C. 199

Dames Story is henjamin Story year Cuild of Jennett atorney dor coult.

court. Is suther appearing to the dourt hat defensent court. Is suther appearing to the dourt hat defensent Sembel consented to haid compromise and having decided the landardionacing the Pleanings to the beforehand having again, another a said land under the appearent and opposite it is therefore adjudy at and accrease by the court that said be continued and all the right and title in and to laid, hand it limited out of said Semuel forey and invested in to the paid Sanash only and night forey and their heirs foreyor. It is further ordered that W. N. Sarrit to not note on a collect the same and say out the money is a speed to by said composite the translationary of a nait appearing that from the rapid to to to the master the commissions allowed by the saturate to collect of the master the commissions allowed by the areaconable concention to W. K. Chr. the receiver he is therefore allowed to retain it is bands his is as for the sale of said land at that tate he till also pay and Sanash out as he are

Carrilla Story vs Samuel story at als It appearing to the court that subjound to answer has been regularly served on the affectant Compel tory Willaim sed Joseph Vancer Bedjamin and James Story for more than than I days before the present term and se having feiled to plead answer or demur to complainant; fill. It is therefore ordered that said libes taken for confraed as to thim? and get for a ring appears.

A. Beanutt & slar. Stubble isld admr ve sobert Stubble field ichard a brett o others

Ichard a rate c of the court that cos Islands bill has been conserved by eaff. Toos a wile has that all the other selendants be solding Temming Turbic inline ave been selectly earlied with eagle subjects of the last temper this court in a les that Publication has sen again to which to Union abortions printed is an entire render as it lemming and hat most of still relations to cepting Took & mile have plead an emerged or indured to said bill. It is therefore the public the pour that Juliabed Brocom each the matter for an equal to matters it contrivers which propries the matter for an equal the portion the hairs of the court that propries the matter for an equal the portion of the hairs of the selection of all matters and the portion of the hairs of the selection and the fill is made to the fill as a most to select the said of the delication of the delication of the said of the said of the others.

The it grows lergy grafield. Final grows that the the stage came on the heart is to store the Mont's as he sit a new came on the heart lock by of July 18% than the report of the sale let the words a times following towit. In this came the C. Tak Letter reports that fit av tising the an it be placed as some times we perchibes in the sec of lest term he sole the times we perchibes in the sec of lest term he sole the times we perchibe in the sec of lest term he sole in the interest of the fit is a keep as a letter to the print lock at hubbe detine to this we glaiment this was the print lock at hubbe detine to this we glaiment this was the print lock at hubbe detined to the fitter as the print of the fitter as the print course it is suit in the case of 84.79 which fiter paying course it is suit in the case of 84.79 which fiter paying course it is suit in the case which morney as acreat agreed? From we the July is said Fitter to the fitter as the fitter was the fitter as t

Tiel re ort tein unex ten to is is an all things confirmed to court. It is therefore ordered adjusted a served by the court that all the cint title Sysim and anthrest of the naise Laroy "Marield is and to hald tract of lendensmed in the pleadings as escribed in the last will and to tenent of Tilliam Wakefield deed, fifted with the papers in the caused on rearred to and analysis of the proceedings be diverted on relative to the surface of the mand investor in Filis. Keep to proceedings be diverted using and assessment for the Pilis. Keep to purchase the barre and assessment for the Clark a later as mand in its report that he pay the Same over to a very lar wording according to that he pay the Same over to a very lar wording according to law and there a cory of this early is said for lagistaration

wild we bushes admr & C & Moore
This cause is continued by consent until the next term
and laws to take proof generally.

This cause is continued b consent until next term

Clairerne & wife ve Fire page

Leave is given defendant to plead and er or semur to complainants will by over. Thes 1814 so as not to delay the having.

Claiborne at als Xparte

Tis cause is continued until mest term.

tungle we hample of Fis-

The Clerk it authorize to pay a reaconable parties of the fund for the Landrit of the children of the said Mary Cle, Laun be when necessary and he being satisfied that the same will be properly applies Stephen Turner and Irasell L. coark and we believe metical blocked attorners at law , parted in court according to metical webs qualified as solicitors and a cittle to according to such in this court.

procede an such in this court.

And no further charitres also apine the system Chancallor
you pleased to a journ until the next system terms

to it semembers that upon Menery the off any of februry 1888 the rame being the first wonder id said month and the time appointed by law for helding the Chancery Sourt at Lafayette the first. S. L. Hickey Ciencellor & 3 appears in the Sourt took has seat and receased to the dispatch of public business than and there the application from the court took.

Join J. James vs A. R. Pho son (Proconfesso

He it Remembered that this cause on for healing left is manceller idley on the fifth day of a broary 1856 upon the motion of county. Junes for duagment processing against eft. Thompson, It is pearing that public tion has been requesterly made as to definent economy to law and the the las failed to appear Parad arbeing or committee of this court it is therefore ordered that the fill of com lair-mant James be taken for conferred as to said Asfarmant 3. ... Thompson and this charge set for hearing expants as to him.

Rebrukry T rm 1855 ' it revembered that since the hast term of this court, anis1 . Claipcone the former Clark & Master resigned said office and thereon the Chancellor was pleased to a point John Claibors Clerk Master protem until the present term and now the Charcellor seas fit to appoint said Join Claibeing Clerk & Laster of this court for the regular term of lix years where-Augon the said John Clafborne came into open court and took an oath in solemn form to support the constitution of the. United States and also of the state of Tennesues and also do oath of Cifice said Claiborne also tendered four several ton which were accepted by the court and ordered to be record said bonds are as follows. Know all men to these presents that be John Claibdrne, Daniel D. Claitorne, Paniel O. Pursley, Joseph Mondcock, Trice R. King, Brock G. Cattwright, Jesse reenan, James M. Taylor.

Womack Ferker, "emberson Clairords, semett eright and Jefferson B. Short all of the county of Lacon no state of Tennesses are hele and firely bound unto said attered Tennesses are hele and firely bound unto said attered Tennesses are hele and firely bound unto said attered Tennesses in the sum of five Thousand collars to which payment we sind ourselves our being executors a administrators cointly a severally firely by these presents gired sealed and atted the service of the sealed and atted the service of the condition of the service county for the term of six years from this date; now the condition of the service firsting in the latt if the gail John Clairorne half six thully collect and any over all fees and forfiture agreence to law during bis octin accessions will be then to a void other is a creating the fill force of the service them to a void other size to creating the fill force and vilture.

case Farler (seal)
case Fare (seal)
case Fare (seal)
case (seal)
case (seal)
case (seal)

Yerrusaf Term 18: ance will men by these presents that we fold Tlaifforme, Lanish 10. Claiboine, smiel C. Fursley, Toseph Septeock, Srice Z. King, 'moch to tertaight, or or rarger, Sendarson last iney . Short, Jese Freenan; shaets right, and James 7871 oll of the county of is on 'ma rtate of Tennacce are held d nationally bound unto said that of tenders inthemen of one thousand dollars to which parcent we time outselve a sur-heire a amountary and auministrators faintly and a yerally scale; and and? tate 5th february 1255 theread the Move bound to Chancery Court at LaTagette con the termids six years; now, the conditions of the above obligation is such that if the daid John Clafforne shall well and trill account of a la pay over all nonite driving from taxes on suits collected by im as Thork & Wafter afores it during his continues in office t en the wove Aligation to s void otherwise to remain in full John Casiconni (Jeal Camiel . Clairorge (smal

rice se sing (seal)
Loadh fewedwork (seal)
Loadh fewedwork (seal)
Fines raylor (seal)
Forschaffer (seal)
Loadh fewedwight (seal)
Loadhorns (seal)
Loadhorns (seal)
Loadhorns (seal)

. Daniel C. Pubeley (teal)

acknowledges by all the obligors hereto and accepted by me

and ordered, to be recorded this 5th February 1855 Bromfield L. didley, Chancellor presiding loow all men by these presents that we. James Taylor (seal) John Claiborne (seal eniel D. Claiberne (seal) Womack Parker (seal) E. G. Cartwright (seal) Joseph x Woodcock (seal) H. Claiborne (beal) Bennett Wright (seal)

Jone Freeman (Leal) are held and firmly bound unto the state of Tennessee in the ctin of five thousand, ollars well and truly to be paid, we .. bind ourselves our heirs our executors and a ministrarers Jointly and severally firmly by these presents signed scaled and dated this the 5th day of february 1855; now the conditions of he above obligation is such that where as the bove wound John Chaitorne has this day been appointed Clerk & Master of the Chantery Court at Bafayette in the County of Magon and 16 state of Tennesses aforesaid for the term of six years; now if the shid John Claiborne shall as Clerk & Master aforesaid tamount for and pay over all meniss according to law coming anto his hands as a commissioner to sell property codemned . ordered to be sold by said court then this obligation to John J. Clarborne (seal) Josse Free an (seal) Joseph & Woodcack (seal) James M. Taylor (seal) Womack Parker (seal) . G. Carteright (seal) Claiborne (seal) Trice A. King (seal) J. S. Short (seal)

acknowled by all the obligers hereto accepted by me and ordered to be recorded this 5 February 1855. B. b Midley Chancellor presiding Thow all man by there present that we worn Claiboren Taniel-2. Claiforne, aniel C. Pursley, Price E. King, Joseph Woodcock Joens Presman, James Taylor, Yorack Parker, 2. 0. Cartwight Headerson Callworne, Sanett Wright and Jefferson B. Short all of the county of Lacon and state of annaese are held and firmly bound unto said state of annesses in the sum of live thousend doll re to which payment we bind ourselves, our heirs executors and administrators Jointly and saver, lly and dated this the 5th day of recrumry 1865. Thereas the a ove hound John Claiborne has this day been appointed Clerk & Marter of the Chancery Court of Macon County for the term of cix years as the conditions of the sobve obligations is such that if the said John Claiborne shall safely keep the records of said court and shall faithfully discharge the duties of his office then the above obligation to be word Otherwise to remain in

I 11 f orce & virtue, John Jaiborne (beal) eniel /. Claiborne (seal) aniel C Pursley (seal) Joteph Repodecek

pennett Wright (seal)

fesse Freeman (seal) Jamesh. Taylor (seal) Womeck Farker (seal) 1. E. G Cartwright (seal) H. Claiborne (1981) J. Pl Short (ceal)

annett Wright (seal) cknowledged by all the obligors hereto and accepted by me and ordered to be recorded this 5 February 1855. Bromfilla L. Adley Chancellor presiding P 217. Sliza b. Goodall and others Exparte

Be it remembered that this cause came on for hearing before the Honorable Bromfield L. Midley Chancellor on this the 5th day of February 1855 when it satisfacetrily appeared be the Bill filed by compainants and the proof of Vm. F. andrews and Edward F. Sey that Z. G. Goodall departed this life in 1844 having made his will which is admitted of re--cord in the county of Tennassee by which he bequeathed the menro man Payton to Ms wire live By for live and at her ... death to be equally divided among the children of his Brothers and sisters and it further appears by the proof aforesaid that the said man Payton has become refractory sisobeasent and dangerous and that it is manifestly to the interest of the tenant for life and the remainder men that said can Payton should be privately sold and the tenant for life to al and fore the proceeds of the sole after paying the expences out of the fund and give security that the principal choul le caid over to these entitled in remainder it is there served that h. A. Bennett of summer be appointed a seminarioner to be sell said man Peyton provided the sole shall say no for less sen 3900 collars and after paying the expenses of this care and sale he will have the balance over to are socoall call take the bond of said liza h. with security that site at her walh will pay over the principle to those entitled in remainer. report to be made at next term for confirmation of sale and the title to a vested in the purchaser and the parment to them be perpetually enfolded and said Jugge required to reund the sount gaid y gaid Mc Epry and interest ty repuli from the ofth of the payment off he same.

z 218 Mary 3. Lungle stalp vo A. 5. Jungle tale (Final Secree In this caute allen hungle is appointed toutes upon his entering hate bond and security before the Clerk & Master for the proper ciscahres of is duties and the Clark will pay over to him the trust fund in his hand bein trustee will hel the fund for the use and binefit of the children of the said Andrew C. & Mary E. Muncle and expend the interest of said fring in the support and maintainance of said whileren said parties having separates they are to be entitled to no forther interest in the f mi said tractee is also arthorized to axional such portion of the principle for the elilarge as he m, need decreasing that hork will pay J. H. He at Thys wellers out of said fund for air pervices in this caube.

John F. Mc. urry John J. James and ohn J. J mes ve . No. Trong soo, J P. alson and sold . achtery

o it re ambered that the cause being general and the cross bill wing taken for confessed as to A. R. Thacmpson come on to be heard on this the 5th day of February 1855 - be--fore the Honorable bromfield L. Midley Chancellor, & C upon the pleasings and proof in the cause and it appearing to the court that on on? the first of Earch 1849 con lainant Echurry purchased the tanyard and 100 acres of land mentioned in the pleadings at the price of \$550. of defendate and said him \$200 lst September 1649 and executed his notes for \$175. Such due 1st March 1850 and 1st March 1854 at also appeared. to the court that aid McMurry took possession of the tanyard having taken the bond of waid James to make him a title uponpayment of the purchase mency it further appeared to the court

that defendant same, was unable to make a good title to the 100 cres of lidge land which constitutes a part of the pur-19-chase of said McMurry; and sas important in the trade as ask land it further ap eares to the court that the defendant Thompson & filson executed a fond on 31st .evember 1846 bind--ing themselves in the sum of \$100. to make to said James a cod and sufficient title to said 100 scree or land which they have failed to do, the legal title being in W. L. Alex--ander the court is of opinion and so over es that the con--t.act between complainant McMurry and said - ames as to the purchase of s id tanyard and land and the notes aforesaid executed for the by lange of the purchase poncy be delivered ap and pancelled and the payment to them be perpetually en-- inea and said James required to refund the amount Maid by Lair churry and interest the reon from the late of the payment of the same, he being chargeable with a resconable rent while if pos. ession of he premises and any caste committed by bim. It is further decreed to the court that he complainant in the cross bill John J. James recover of the defendants Th Thompson & Wilson said sum of and langre ollers with intergest, from 28th Covember 1848 the sate of their Bond and upon and of the same and the coats of this sait, to be said by of t. Wilson He will be subrogated to all the wights of said the paon and James to the last end of the Nevil track and the Clark will proceed to to? sell the land to the high-est bloder for cash and pply the process to the payment. or said 100 and interest & costs and the balance it any to be raid by Vilson he having Judgment over against Thompson it app aring to the court that the East and of said tract was conveyed to said James when the bond is for the west end but b cause To dose not appear how the account stands between then McJury & Jam This cause is referred to the Clark to take and tate an account between then he will charge bild Tames with the money of the Mediury with interest from and the payment he will also chapte him with any perpanent improve--ments made by lichurry on the premises he will cahrge said . Johnry with a feasonalle rent for the premises while, in his possession, also charge him with the reasonable value value? of the apticles of personal property mentioned in the bond which was not left on the prepises by the said McLaurry in as good condition as he redelves them; it is terther decreed to the court that defendent John 2 fiscol pay the court of this suit and he have a secree over against his go defindant is is further ordered that fifus is us for the amount herein tajule disaid Mohery has a lien on the premises for any amcount that may are him a writ of possession will lesue to lice said James in possession; alien in given to Me. ars Guild a Bennett as the fund the from Wilson for 62. each for their sarvices as solic tors of said James in these casesthe question as to rents against McMurry after ha left the premises 's left open until the coming in of the report. A ? ien is given Jah. head in the rand that may be due for his fee in these causes. ecsived of Jahn'P. Gilber Stifty dollars which is 189 to be added of this decree in case of J. J. James is hear? in the Lacon Chantery Court 250 by the dier e Jo. C. Caild & R. A. annett was called to the Clerk or the sheriff will give he credit Febr. 6th 1855, J. C. Guila . As Semett

B. A. Senett & Alexander Stubblefield admrs of John Stubblefield decased ws Meming Subblefield at als fe it remembered that this cause came on for harring before Chancellor Sidler on the 5th day of Johnson 1855 up-out the agreement and compromise that the advinces to the children is in agreed to be appelled with the exception of Susan Woods has not been advinces by the intestate small to the other-children; the sum of 1.25 out of all thate and then the balance of the management of a summittee of the state and the first balance of the state part it is further ordered that the costs be paid out of the real state the administrator will pay FIG. to Suilla & Sammett taken for allienty for attaining the wint of the state Susan Woods but of said 2125.

Tathan 1. Darm heir: Para new engisson 3 others Interloce - for there is a national until heat Temm of this court, and a secount is reconsisted to the Clark a latter until the former learne of this curt and the control of the parties will a portion the next many this curt.

note . From the the appear in Number claim. of LightWeld F. Allah in LightLagger (, zers finish it is an action of the service of the service

Allston de ., colo . cilm b s dollighters tohn claif frau

The which it maticaletorily appears to court that rehibalur almen in his list; it is may in better to the complainant; the sum of fifty collars and that he of meant horse was indulted to kill area at the time of the filling of which will in the sum of forty dollars and that the sum of forther horse properly attached in his lands for the to any of forther treats to the court that since the common common to this call the said allen his when a non-resident has do attact a life into tate and that the foreign that is the administrated life into tate, and that the foreign to the court that is seen laboured between of the alfertament alleton for the sum of forty collars and all cost in this cause according to the terms of hald written appearant in full satisfaction of his claim called any that allen and that even and burns to hence a that execution is seen as at law.

* Februar ' nd 1955 Stable field & others va (tubilefi line others (Interlocutory

By concent of the Artisattic case is continued until

John Berrisen was Joseph dury w (Interlocatory Green

On motion and affidavit of aefectant this cause is continued until next Term. of this court and he has leave to take the age ostion of William Dyoug. The Jucus, Benjanin, Fichmond F. Thrabeth Tarver if taken in Two months and a half from this time at his own cost it is further ordered by the Court that the complainant have the balance of the time until next Term of this court to take rejuting testimony without out?

Tharles E. R eves & wise Arrens, Barvey Wood & wife Cynthia illis seves & other heirs of John he ves (Decree Be it remembered that this cause came on to be heard bafora Chancellor sidley upon the report of the commissioners appointed to allot the widow dower and thereport of the Clark and Master as to the swie of the ballance of the bonds which reports are unexcepted to are confirmed, it appears to the c court that said commissioners assigned to said Agrena seves So; dower the following a scribed land to wit a tract of land in hiscon county on the witers of Little Salt lick Creek dis--trict No.6 containing bod ecres and bounded as follows; exinning at an oak bush in William Holland's line; thence . south 720 hast across the field 72 poles to an ack bush; thence North 40° east 38' poles to awhite pak; thence North 32° east. 117 poles to a red oak; thence South 900 West, 131 poles to a black walnut; thence South 10 poles to the beginning. It fur-- ther sposers to the court that the balance of the land be--longing to sail estate of John J. favos fore divided into two lots, and that the Clerk & Tastar after serving the notice required by the decree sold said lands on acreait of one add two wairs (Except a sum sufficient to pay the cost) on the premit o on the 28th April 1854 when a where Luke serves pace -old the our class of lot o. fon the sum of firty dollars ha being the highest and best him of. He paid in cash 11 69, ind y Tx scutsd his two notes due in one and two years such . -3, for 919 16/100 with C. 2 heaves security which said lot is bounded as follows; Beginning at a white oak in a light un--mino: thence South 40 east two hundred poles to a che thut thence saidt 49 poles to chatnut Peri ous corner; thence North 69 Sust Ale polacito two dogwoods; thence Worth 400 West 18 poles to a white oak; thence South 500 Sast 50 poles to adog--wood; thence South 460 east 6 spoles to a gum; thence North 80 west 75 poles to apoplar; thence outh 750 west 53 poles to two Wed oaks; thence south 300 west, 117 poles to the be-* inding containing 173 sers Let Mo.1 was bid off by Charles. 258 96/100 and have his two notes for 120 52/100 each aug in one and two years with Luke heavab assurity which said Lot 10.1 is bounded as follows; Defining at an oak bush in bolland. Ting tenning; thence, south 72°, east 78 goles to an oak bush; thance North 400 east 581 poles to awhite oak; thance south east two hundred & ten poles to awhite oak & chestnut; thence south 680 west 60 roles to a stake with white bak and lickory pointers; thence south 64 poles to a spanish oak; thence south 40 west 47 poles to a chestnut & oak; thence south 280 west 250 poles to two guas & two chestnuts & C; thence North 500 west 200 poles to a bickory; thence North 300 dast 20 poles to a hickory; hence north 10° east 108 poles to a stake; thence bouth 40° east 58 poles to appelar; thence north 70° east 32°

bales to a white oak; thence North 90 gast 52 poles to a ch--estaut; thence north 400 west 120 poles to a poplar; thence North 250 west 14 poles to a gum stump or stake; thence North 82 poles to the beginning containing 50% acr s. It is theref -fore or ered and decreed by the court that all the right ti--tle interest of the parties in said lots No.1 & 2 be divest--ed out of them and vested the said lot No. 1 in said Charles E. Reeves and said lot No. 2 in said buke heeves and . 11 title to said dower tract for and during the life of said Arrena "baves be divested out of said heirs and vested in said Arrens erves for & during her natural life the Clerked waster re--ported 25 dollars a reasonable fee for complainants solli--citor it is ordered that the same be allowed and tosed in the bill of cost the Clerk will proceede to collect spid notes as they fall due and us tribute the same together with any Abellance of amount paid in cash that may remain after paying costs to those entitled a lien is retained on the land for the untaid purcause honey.

224, Charles 7 Thite we Patrick Fergusson guardine of Alexander Figusson et als (Injunction full Final Serves Be it semembers that this day came the look lainant by his collector and says he desire? to disalse his will. It is the selfout ordered and decread by the court title the injunction heretofore granted in this cause be dissolved that the bill be dismissed, that conflictant pay all costs and that decition upon as ta law and that selfortors devit be entitled to the sum of lifty dollars of said Juardian for his fee; the same bling layouted to be reasonable by the Clark & Easter Formation Fifs any lesses & C.

Start Sifford et als vs. Albira leClanahan thusband McClanahan Be tremember d that this the 6th day of February 1885 colors Chancelhor didley the following compromise and agreed -ment was made by the complainants and of endant to wit the undersigned Edward Sidford, John Parker and his wife Truicis Parker and his wife Bligabeth Jabez Gifford the children of " & L Kealing, Franklin, Joseph Laray ette, Lucya alige Kealing and Gid sifferd? children of Joseph Off ord and () McClanian and wife Almira the wisow of Joseph Giffers hat this day occee fato open Court and agreed upon the following settlement and compromise of all the rights touching the tract of land on which McClanahan & wife now resides the same mentionen on the plead--ings now pending in the Chancary Court at Lafayethe the home place specified in Joseph Gifford leed of lift to aldiracting in Macon County on the East fork of Goose Creek and the negrous · Sam and Jucob therein mentioned and like wise the personal latate of the said Joseph Cirrard had at the time of his death ousehold and kitchen furniture stock and any other (and any other? portions of his said Joseph Giffords estate this compre-225, mine settles said Chancery suit is Macon and any other matter between the said heirs and cildren of Joseph Bifford and the widow, the said Almira and husband McClanshan. The said heirs the undersigned of Joseph Gifford agrees to ay the said Almira sollans an fifteen hundred collars in cash or current Bank Bills within thirty days from this data and in consideration of said payment the said Alaira and husband arrays that the title of

said tract of land be vested in said heirs and children of said Joseph Gifford and likewise the title of the said Girl Jame be likewise now vested, in said heirs and children. The 's id Aymira and husband to remain in possession until the said \$1500 is paid as aforesaid upon such terms as the said againt may think will promote their interest. it is further agreed in addition to the \$1500 which is to be sett led on the said almira 46 her separate estate, she the said almira is entitled to all the personal property and settled in like ma--mer in her possession and effects received from Joseph Gifford ans she is not to be disturbed in the enjoyment and possession thereof nor is the will of the said Joseph Gifford proven in the Lacen County Court to be contested or disturbed, but sie antitled to the property and effects as willed subject to this agreement this being a full settlement of all their wights to--uching all matters embraced in said Pleadings. It is further agreed that the title of Jo C. Ouild in the Boy Jacob ba bet--tled and confirmed in him, the hoirs not being responsible for the title of Jacob. It is further agreed that 50% of the costs of the Chancery suit be said by the complainants the entlying of the said Joseph Cifford and the balance of the said costs in any be paid by Jo C. Suild and fifa issue. it is fur--ther agke a that the foregoing asttlement and compromise be made the deares of he said Chancery Court it . Garter and wife arv. John Parker andwift liva, Francie Farker and wife 26, rances; Villius Parker and wife Wartha, Villiam Subgle and wife Thigabath, Jabes Gilford, Sideon liftord, Franklin Keeling Joseph Realing, " fayette Realing, Ducy Regling , wifee Kenling, hand 3. P. G. Gifford, Alexander Socianshan 18 Amira McClanahan atter R. a. Jenne't, D. D. Claiboner.

the furnish ordered and occase by the court that the above this court. The title wested as therein agree, the 1500. to by paid to almira within 30 ways wheat durit of possession is ordered to be of a datamy and firl and when puth, and the maid datard offford is appointed a regard agent to make sale of a id property and make title and amount to the other child--rea after leducting costs expenses and fees of complainants council out of said fond, it further accreed the costs be paid as above specified and fifa Issue the costs f the sales not to be taxed in the downt costs edjus, ed to be paid but that to be taken out of the sales when made. Said agent if the pro--party in sold at public sales shall be parsities to hid for the property as other bidders.

Philip Marsh vs ohn Marsh & als del he it remembered that this cause came on to be heard on this 5th day February 1855 before the honl. Chancellor lidley upon motion to set aside the verglet of the Jury and the sviwhence in the cause; which being heard by the court and the court being of the opinion that there is no grounds for grant--ing a new trial, over rules said motion and decreas that the bill be dismissed without prejudice and complainant and his security pay the costs of the cause (of the cause? for which Fifa issue & C. Court adjourned until tomorrow morning 8 Oclock A. M

Bromfield Ridley

Teusday morning 8 oclock A. M. 6th February A. D. 1855 Court met persuant? to adjournment the Honl. Fromfield L. idley Chancellor presiding.

7The following record was duly filed in court towit: State of Kentucky County Of Monroe December Term, 1854

Be it remembered that at conroc County Court, began and held for the body of Conros, at the Court house in Tom--kinsville, On wonday the Cath day of ecember 1804 the fol--lowing proceedings were hal in s id Court which are now on record and filed in my office of baid Court towit.

On motion of Samuel M. Jenkins it is order Maby the court that he be appointed Quardian to James 3. England an infant Crphan of Jessa Ingland, took the oaths and execute. the covenant required by law with Abraham Jenkins & Jesne naland his securities. as the law requires.

We Samuel M. Jenkins. and Abraham Jenkins and loses Japaind his securities do hereby to and with the commonwealth of Kentucky that the said S. . Jeckins who has been appointed Quardian to James meal of shall forth. Fully discharge all the trusts of Quardian of one id according to law, this "5th any of comment 1804 .

Frat. .C.L.Jenkins (Seal J. C. Conklis Cl. . A. C. C. C. Aram gakins (seal)

Sunros County J. John C. Conklin, Clark of the County Court of said County and state to hopeby certify that the above and foresoing transcript or a true and perfect copy of the secords of the appointment of the bala aguat . Jankins, ou--ariian as foresaid together with his coverent and that the same is in accordance with the cases of this state, and that the said Saml. 2. Janking a well as his securities atraham Jenkins and Jasus neland are purifetly good and solvent (seal) In testimon shereof I have hereonto set in hand and of office at the rourt loans in the Town ffised tha of Tompkinsville on this 20th day of sacrab . 124. J. d. SonePin Cl. . H C.C.

State of Asabucky J. V. S. Coleson presiding Monroe County Judge of the County Court of e di county in vail state so a hereby certify that John C. Consign whose game appears to the 288, above and foregoing certificate, is and was at the date there--of Clark of the Monroe County Court, and that his signatures. thereto is genuine and that all his actings and soing bis an--titled to full faith as such, and that the second and toem--ment of the said appointment of mail Samuel W. Johtine on in straft accordance with the laws of wait state; and that Sant. Jenkins, Guardin as forassignate well wethin sa critics A raham Jankins and leves ingland we perfect a good and sol--west. Civan under my hand and anal tile following of a some r 1864: 7. S. Jolsson (seal) pensing Judge of said county

State which said record, on apprination a tro court is ordered to be spread upon the record of the court. The following record was an 122 filed in Court towit state of. Kantucky county of Monroe De ember Germ 1814 ...

Be It redir ered that at a Lonron County Court hag n and held for the body of Monros at the Pourt house in Tomp--insville on anday the 25th day of acom at 1834 the Following proceedings were that in sail fourt which are now an ecord and filledin my office of said Court towit on motion of Samuel M.

took the path and Executed and executed the coverent relative to law with 12mes conditioned as the law directs which as follows townt; We Semmel a. Sentine principle and James Johnston, John A. Pase and Y. Y. Billman his securities as hereby do and with the sections. It is not town the section of the sect

John A. Ferm (seel) -

State of Kentucky Convey Jounty

. Ohn . Conklin Slark of Clark of the Lunt Drust in
caid bount and these showestake hereby a tilly that the
above-and furchoing processings are a thus consent to successing
into the processing processing are a thus consent to successing
into the law of a lid Jenkins pulsed are as aforecaid tog ther
atthetic bount or covenant is la accordance with the laws of
the first and that the medic account a secondary and the law of
the first and that the secondary he analyse constances
according is as well as the securities James volunton,
compare and I. Y. Hillean periodity is on any selvent.
In the theory whereof Plays are unto a Unit as had seal
office at the court house in the form of Capatin tile on the
think of Jesumbo 1802.

* i. C. Penilio Mi. a. M. C. C.

Lillian F. Joleson regions to as eath onrot of the cut to ready certify that John G. Joaklin is and was at the distribution of Clark this young young it is until the first ingusture but the distribution of the early office and the section certificate in entil in a such and that it has not been proceedings together with the sound and that it has not been proceedings together with them or covarant of the first Jameine as authorise in the constant of the first Jameine as authorised in the constant of the first Jameine as authorised and solven on the first and the first and

and oth to aforeshid

Given under my hand this 30th day of acember 180 . J.

S. Conkin, C. R. E. C. C. Which said mand on being chaming by the Court orders to be spread upon the ghutes of this court.

c. a. pglesby a ministrated ve David Clark a led (Interlocut

This cause came on to be heard ujon decurrer on this!

the court said answer is over ruled and leave given said Defe--ngants to rely upon the same in their business. it is further ordered that Slisha Oglesby file his answer before the other defendants be required to file their answer. It is further ordered that leave be given the Defendants Clark & Furch y & others who answer with them untill the 1st londay in april or untill within the week of the next Circuit fourt toanswers usid bill so as not to delay the hearing of the cause Leave is also given said beforeants to file a cross bill in the cause, sould they deem it necessary upon the filing of the answer of Said Clisha Oglesby. On motion of Cliften Oglasby the court oppoints a Guardian adlitem for the miners, Hanah randen & John I Brandon Lewit Wolla Carr, to file these the-- vers and make defense to the bill of interplessing. The an--seer to be filed within the week of the ment Circuit Court. a consideration of the construction of the con

The state of the s

The substruction of the cause can be bearing in the state of the state

In this case it reperting to the satisfaction of the court blue John M. Weeder, wherlotte . Sparency, family court blue John M. Weeder, wherlotte . Sparency, family cannot be a proper in the Crark the ster John Claiborns would be a proper intendit the Crark the ster John Claiborns would be a proper intendit that sale . If act is substituted for each of the Court that sale . If act is guardian actions for each minor defendants towit John M. Catency, Starlette . Eveney on Lampah

P132 Daniel . Olbiborne ve William Wolland and William Wealand on J. . Claiborne & John Chiborne and Benual & Africa and English of Alfred Payne vectors.

hearing on this 5th any retreaty 1855 thing country is the fore changed to the state of the fore changed to the state of the country 1855 the country in the leadings on proof in the cause and it posting to the satisfaction of the country that in 1857 the first mant wone leadings and encountry of the leading to the satisfaction of the country that although he offerwards entogen, the lath for is son among the claim of the country that although he offerwards entogen, the lath for is son among the claim of the country of the country that although the country the said adam for the country of the country

Glaiborne and those claiming under him it also appeared to the Court that said Tollad had entered the land; had it surveyed and a grant was regularly Issued to him on the day of June 18 -47 the court is of opinion and so decrees that independent of the Souitable stoppel. The legal title is in the said "illiam Folland. Itfurther appeared to the Court that the grant for the said Adam F. under the impression that that? the entry ha been abandened by said all ad that sub a wently a till was filed by said J. Claiborne and others vs said a Payne which and twar compromised and sebraced the controver relative to this land as to said rayne and his liabilities i his tond dettris Tand executed to tof the baid ham F. . It is thereon adjudged and rerest by the court that complainments bill to Issisted and on the crost bill it is agared that the grant insued to A am F. Clail orne be annulled ansadate for naught, and the rights and title to gaid land be tived bed out of com--plainant and vested in said Holland and that him and kis wacuriff's pay all the certs of the church for chief fafa issue leave is given the parties.

why// Addingly/ free. Actions

/ It tageters that this case on it lies of a first property that this case on it lies of a first property. The first property to constale years lies for a first property. To the law their title supers—

In this discress it to laiments. It came property to be a first property to the next Supreme Court or temperature with site in the lifts on the strain into bondants. Security decoming to the soon of before the first bonday in a property decoming to the soon of the first bonday in april — and which followed by strain to the cause it was a first so a first property of the strain of the first property of the superty of the superty

The district of the former of the property of the state of the former of

the character of the course came on for basing of this the character of the court that the court that the spaces of the satisfaction of the court that the court that has failed to sustain the allegations of her bill that that said defineant has been datha and insume has been that the fortion occasions who the court had left the without last cause went and brought her to his house. It also every again to the court that any king the defit, may have defit of a reproduction the character real tive to the courtain and as not communicate and to be read the court that the man was not communicate and to be read the court of the opinion there exists no legal younge for a divorce either

From bed and board or from the longs of matriment of haddedee and decree that complaining bill be dismissed and she paths course of the suff for which first labour-From this decree the domilathant prays an appeal to the next term of the supreme court which sits at Mashville which is greated her upon her entering into lend with we curity for costs on or lefore the first knows in abril.

-fore the first Monday in April.

Lafayette Chancary Court Feb. Term 1955
Fatrick Ferrusson vs adam Ferrusson, John Chalborne & Cathrins
Chalborne

Be it remembers that that? this cause came on to be reared this the 6th of February 1885 briar Chancellot like upon the Bill answer exhibite and proof is the presence of chicitors on both sides when it appears to to court there in no ground for the relies mayod for it the fill, whereupon it is grant, adjudged and decrease by the court that complete by that the fill be cismis. In that con Limitat and its security B. No Tikinen pay the costs for which weachting may May losu

True which were complained props an appual to the next Term of he surrame Court to the held at Muhridthean traiting Landay In great or next which is granted upon condition the complained attitude into homitums security us so before the target ond rule and.

Coin Claiborne & wife Commarine Cethe ind Claiborne vs P tric

a it cameri - sed this cousements on for hearing later chanceller didley on the day of a brusry 1865 upon the plead--in a and proof is the cause shareon, it satisfactorily appeared. to the court that Alexander Fer wason, mig is a brother of the than O therine was indebted among other things, to his citter cat three notes one for 55. Tell uncomber 1814 one for 518. the 1815 appt. 1812 and the other to 18. due 24th day of tune 1915 ogg that the complete, astricted in 1816 and the said . lemenche F. rgusson agra a to bold this indetermine to his sinter at b trust fund for her saparate use and Kapt the same a secret from her highand and which notes were deen ities with their mother Isab lia of o has likewise made a conisent of said trust fand angerenaine "is her posees ion on'il far death in 1875 and after her quath the same were activated over to Fatrick Wergusson who kapt them intil to Tile's them with his answer, it further appeared that their mother land la die a in 18.2 and Adam Fergusson qualified un fer executor and she gild seiste and possessed of momen Judy and child actel about two and one half genre of age and a suckling infant. he Execution the Ascutor? upon the 14th of March 1805 advertised and adid .6, the said woman Judy and rom to ident Catharana were the child--rap wind legateen of said testator and all of said children were present at said said in the count of earon then Smith . County and complt. Catherine attended said said faile purpes of buying in Eachel, and adam Fergusson was willing to wive erno for said negroes it we positing that the said negrots were were that much it further a few and the time said alexander Rengason in the presence of the said dam, Patrick and Cuthawrine made the following contract is consideration that said distribute a would permit blo to may in Judy and children for the reduced sum of 525 he agrass that sain purchase so far as sachel was conserned shoul be for the benefit of his sister

P 2

walls claiborse. Suchant seargen Claibeine alfred F. Ant. and F. And. Son of their regrides beneat an Elaborse Ta. T. claiborse by the next thebase searce Claiber of the 1th remembers. Charter the 1th searce for a fig. the claim of the angle asking the court for a construction of the illest the Payle atta the 1th a claim of a unit or instruction the court for a construction of the illest the court for the interest of the illest the court for the court for the interest of the illest the illest the interest of the illest the interest of the illest the interest of the illest the ill

Tire, thed to his daughter fartha since intereses , with en reon the way have born that they take a ual portion in get rate the wife a childe part and the court is of whiten and so be-ereco that the desage is charged support of the figure. raising and a nonthion of all the q laren including of the fter born elligion Un litate is to briel i comen innot divide entil the carriage of the arriving at age of t children when such child my have their patter of said Esta heaving however a postion toward beardely one a meation of the compar children so that it is and "it' is including Limit benefits of S 1. to to consisting of comes and out off in Staff two horsess as then purchase tent on the mi i le arest a rileart to further speer for eletthick will be trained or out of the late to have title weated in the mother hasha in the Alithern on the other religion is the mother than a substantial for the contract of The state of the s Tron his living Good on accurate in the panta an or 10,000 . Thank after which he is ar three live to be saive the water - Initiator and commissions for the life is a state Load Committee and effect there are no the said A artes The case that he many the entire to the control was fitted that the control with the control of of to smotify thereof to support to a direct with such

the profits thereof to surjoint in the set, use it child an end is the set of the client profits are the client profits of the client profits of the client profits of the client profits of the client of the clien

Call the race is allowed by coment to the August.

This case is continued to mant not being notes of the Bill.

hitin cost pet 3. W. Lying ten and The cost of the mark as to send at frince is being a neurolicat of the sate of the neares.

seerge. Thouse tale we selected seeiney the this came is centime as at dants are misors having herefore negatical the fourtappoints. Clark's Meaters of this court, their guardian alliter in all resent for them.

July Term 1855 It . amambered that tupon Monday the 9th day of July 1855 the same being the second Fonday is said south and the time appointed by law for believed. There is the time of the Tonoral le Londalist L. Midley Chancellor & Cappeared in the Court house order the chariff to ann curt took his seet and proceed date to be dispetch of public business when and where he following proc wind there has no bil to mit.

line D. Could & Com a Bree to In this came I dealert Se it resemble to the transfer of the file that the state of the continuous file to the continuous field the state of the continuous field the state of the continuous field the state of t got is as follows; in this carry I report that I sold to thouse or Porton of Trivite alle to Wm. Though The this can i pine Junior to blive we shape all over the curs of light the anguite to be seen all a located to be took to anguite the seen all a located to be took to add I wante i the Feeltier to be The Winking of at our forward for the control of th the two bearing there a milk to the mark the like the first transfer and the purchase of the four tests of the four tests of the first transfer and the first transfer and the first transfer to the first transfer to the first transfer transfer to the first transfer transfer to the first transfer tran the sairth O. Goddal up of the initial the sairth of the s is alle at length to discountible in the mainer is a The therein the court age visual and the court the provided to the court the provided to the court the provided to the provided to the provided to the provided to the court that the court the court that the court tha

and the it reads to the three subsections of the leading and it result to the fifth of the second to the second on the two fifth of the second form the second of the second the second of th college to wit; Angine by at an ork in mostin hardre each . outry line; thance sert distances a distance solve to say

and waking wile.

Cak and Mickery; I show worth two legions of sixty too cles to an oak and lickory; thence we teto the branch; thence with the branch to the foot of: threee us the plat to a see line: thance routh to the Javinning for which land plaintiff a reto give and executed is three gaveral a ter bas scra66. the annually on the lat wetcher 1 1. 9-3 orthing interest. on soid Sith October 1866, It turther so are that that:
"on the let october a on outle, but the constalment provingly taning date asfts whe amount one for enic last in wold and , it is all mature and that deft. refused of Sweeters y the Mar 1 to a line to complt. It incher a proportion to a oney then ten or - sum paid into the office of the Clark are between cate Const-Shen the Sitt Mis file and the spectra to the Court Aut her lat said contact in whole a the stiffe the the Court that it the split titled in i rest in a second in the split in a second in the split i - in ore, that ift, so the continue tile action is lease to a law. I see in the continue to the the characteristics will have sifted for pell don't be easily. is a sample find a definition of income with the control of the co

rt gott an outroment die Ground in 1940 1940 with the transfer of the section of

THE STATE OF THE S store the cade 1, rap ald L. haloy Cranerator C the citicaell on the non-relative this time for a late of the late of the formal of the late of the la that it would be positive the to the later of the page form tratically lands by solaries in the feet of the is therefore ordered adjugged and learner to the lought that the e in lander the rold by the lack a Main, or the court of the granises on exadit of tooly thid rie y for the purchase man of the inday . Then we the land will then Open have goney is yet " her for thisales at the court house

per of Macon Sounty and trouvery release public in eard county fort mys of W . time and place .. sale ; and that Tour collers to acre by fire as the man as the of shie lands and that the Clerk resort to be not a rank of this court.

The newspay ve doing . Amer your J. James ve John P.

I'm file comes the Vista + Distar paparts that after ad-- stiging secon ing to day in col the "co error of land mintforedai) the planting on the lat many in lune 1975 at a the court chor in the 'own of J. ray tite and that John J. Vilson one tile of historic satisfic to the surrer Chirty too delt-

. tries vergusson, and from son, de hallstone & is wife ... that in Challerns Equarte ; Altica for the sale of the real ALLES Sed . large of Alexander Serfused techs of. it follow is that this read, o have, o to need three one of July 19th release them there are need to be partially to the thin action of the Court that the close many partials re the only here at less and istributers of sair elegant to a correct head no that they are all, and in any it they are appearing to the sour said parties entree into the fullowing writing agree with the fields of agrees and them us space between the mail a gray a later that the part of branches . The state on the contract towit E tricks of whom , whom war when and "Ethering the laid was and ler muchand John Chaile no the other countries of To seld alto a el reasson be baring i e without Isone officeed acre are sen true Ketterries lei or as and buchang merican area of responsible actions in the one and inchang of the property of the control of the -wine Claberne and Rusband John Chaiberns have costal a man sers in the Albandery Court of Secondar, to lend the offer said Sounds a minet related Resources the Court standards dexacaer Ferrasson recovering the locant child cary cans , and the hire of the motion , challen a neith of years and to istortein which an account was orders, he the court has in consideration of the settiment of sin law suits and the set--tlement of all their brother Alexander Forsquied the weigsituit of their parties made and enter into the following ogreseart. It is agreed that the bain negro child shall be de-. 1 -livered over to Mrs Katherine Claiborn to be her property and settled upon her fer her egls use And benefit as specified in the serve in the Chancery curt, and out of said sata of ale ander Ferguspon. The is to receive and be entitled to the sugget three hundren and twenty five Collars in then of the hire as aforesaid. It is further agree withat she the said hatharine and John Ylaiberhy de Bereby release and toraven quit claim unto the said & trick Ear numer and the cutate of lex ner Pargueson and of haus Pargueson and Al other persons all claims or semands upon them or any claim the may . Mayo upon the thract granted to uncan seriosson for 100 acres Line on Puncheon-fam, Crack and cold by Patrick and alexander Fergussen to barnett blankinship and a for ill in the Chancery

Sourt of the said Katharine and John Chalberna vs the Cuardian of Alexander Ferrusson te dismissed and the costs of saiccase be paid out of said setate of Alexander Pergusson, the said ha that ine and John Claiborne release any claims they may have arainst the Asministrator of Juneau Perparson or either of said parties. It is further agreed that patrick Farguston shall and is this day granted, conveyed and livered to him und his heirs forever the home tract of alexa der a number lying gouth of LaFayette about one mile adjoining the land of Patrick Ac, is used on the east reginning on the worth east corner of, Patrick Pergusson's running north to an ach and Suckeye in Patrick Figureson's line; the ace no cly sant with hir line to the east beamdary line of the linkbane survey; thades south to the beginding corner of tre, Kinkland original survey a cleating; thence seet to t'a beginning as plan and such firee containing 1.6 bers and or line to see thick land ab--ove convered to be an africk assessment the said Betrick of the wife all formsoon of the wife and formsoon of the wife and formsoon of the configuration of is land not remove out, they and note of the land already ted out shell be accounted for in his mediciont as Suarge--lan as Morscale and it fa further attend that the said Patprick shall dismiss his . pal in the spaneary court of his figurest said Parties, adam Ferguston and Entirering and John Claiberne and pay the costs of water care and i it own lawyers . It is here that one settle of as Cuar, an aforesal the said retrick shall be allesed two manufed a llars his lawy is fees by astending of the built against his applian ind the bills of Rethering ad John Chairerne vs him an Guard-Lien de aforesaia. It is further grad Unt Pitrick Targustin isto have the may ro man Hanry who is Hiras to L. . Grif, ith for the year labb and shall be entitled to the hire from rales cliffith from this da, and the tille or tall men is contye and wasted in the air retrick, a running the sink of 18 lift, and said February is the search dolol , s io the division of the little for his chave and it in here, a that the relationship includes one gight receive and take the same ne reen at the pairs of one theusens dollars and on sai division as shorpasid shall care a therewith. 47 pan the title of a fir man and reen to be catiled be on the said Wastaring as of willing in rais bonds as cuten by said parties . an delared valie by the Chance of Court ar 10; fald, and situs further seres that the said shame : us son whall have and I gaive the sum of one the same collars with interest those this date until pair out of said estate con said division to make the said to the women the two marshallon reserved.

the said kind of and John said inthmiss Clad case as of ore-said. It is further agree that whatever bitter of the spartlet my he due and coming to the setate of size size alexander of Fargusson the same thall be accounted for in the division and they charged ther gits for the consider trons of oresaid. It is further agreed that neither of the parties or their heirs will ever attempt to cat up any will weed, conveyance or gift of the said alexander /ergusson to any part the whole or por--tion of his property or estate and he sai _ parties mutually perce and so by these recents release to each other any rights or claims whatever that they or either of them have under such will, been, bill of a la or list and agree for the consideration

aforesaid to living the entire estate of the sain alexander a.gus son in to three parts subject to the arrement and sti--pulation heretofore expresses and the payment of he delits of said astate and the said patrick rereasen to receive the one third party the seid again one third part and the raid Katharine Claiborne the one third part thereof to be settled upon her and husband as specified in said bonds. It is further agreed that a coint bill a filed in the name of all the partite in the Chancery Court at Land, ette for the sale of all the remaining lands of said setate and all the salance of said , rose of s in setate and at the July form of sois fourt or any subsequent term of raid Court at perse be ta for the sale of said remaining lands and nagrous, the nagrous on a credit of twelve months and on wand two wars for the land taking bond and good security for the purchase money and the processes to actually divides subject to the stipulations here--tofors a pressed. It is quether agree that reter h. ilkinson shall at the sect term of the County Sourt of shoon shall take out letters, of a ministration by en'the sotate of the said al--sperger Fergusson on the parties agree that the sai. Peter "Itkinson whall or appointed a commissioner to make said be les and seport to the Con I lithoge our hands and loals thick the nu of March 1855

The freedom article of agree at a later of the March 1805

The onally shind reference as Farent a violety, and the county of the Sounts South of Arthern South and a series of the south and the series that a fare with the series are one live as unitained the tenth of the continued the foresting and for the continued and fathering Dalbore the immediately as the continued and fathering Dalbore the immediately as part from the russ of the continued and fathering all there are series and part from the russ of the continued are sense to of the series and acknowledged the securing of all a resemble of the series and acknowledged the securing of a series of the s

19. Eartin Jones yr Leage 1. Livinguton that (Laterhoeutory average 1 th sement rad that earn came to be about before the Engagement of the Sal intelly Chanceller & O on this 9th may of July 105 upon the pleadings the proof in the cause by consent of the count, and offer each third of an other proceeds so a to test Frince - wherever it is a page to the court that this das a proper case for an account bifore the Olerk - Easter which is ordered by the court; the Clerk 2 mater will take proof already than in the court be clerk 1 mater will take proof already than in the came he will report to the man of an end of a runt funds has case into the hands of a face and the tringston by virtue of the transfer from Prince, he will also report the amount of said Livingston's legal alsoursemented sid fund; also the amount of the obta, hentioned in or provided forly said transfer counting interest in all cases with the next term. All questions are reserved until the coming in the said report.

Varin Jones vs - Isaac M. Livings on a Waley as Prince

be it remembered that his cause came onto be heard before the Honorable Bromfield L. Hidley Chancellor & C on his
the 9th day of Yuky 1855; and it appearing to the court that
publication has been made in the Summer Flag of Gallatin for
four weeks in euccession commanding the Jefendent Wesley A.
Prince to appear at this term of our said court of Chancery
and plead answerfor demur to compite hill as required by law
100, and it appearing that he the soid Prince has failer to appear
It do that refore ordered and escreed by this court order ProconFlago be taken proconfesse as to list the astic Tames.

allance of D . Patrick Forguese & alw Decree continued from Page No. 24 It is therefore decree abyt the court that the same articles of beree ment & compromise between the said patitesbe made the Dorge of this court. It is further decree that Beter A. Filkimson be appointed commissioner who will proceed and make surveys and return Platts of the wholes tracts of lands, ment--icesa in said article of mentioned us, belonging to the esta of alexander Forguston and after avertising for forty days'. he will sell on a creat of one & fapagears the warelaters . / in the bond and saturity Previous to making Land sale of the of alexa. Fergusson they a prairing before the court by their attorney aniel . Claiborne and main to the appointment of commissioners towit: Jefferson B. Short. M. B. Johnson & L. . Oriffith who are appointed to divide being tract between t : Shid John oblinson and setate elette : io .Texanact Fergus sr used, sit apart to of york v. Turns to 46 weren sold to him learner - rucsos in his life the . - allance of the tracts are apecific by the plants filed by the cause. The title of the home tract as a cori a in the said apticle of aresement is vested in Patrick Sergum on on his heirs and liverted out of the balines of the being and win Batrick For--Au. con to charged with the firstern run and and twenty five ollars as specified in said spreament, it is further coreco that the right, and title of the boy Honey mentioned in the oly resment he livested out of the thrips of Tamander Pergrason und vested in Patrick Rergueson and his helps of assigns and be city so with one thousand olfars as specified in the sgree--m at and the title of the heirs to the said herro kaderson be divested out of them and visted in ors. Cathagins Whiteorne

claim with one thousand colors as specific in said article of growment it is furthed are a that the title of the negro in hely lane by diverted of the fire of alcandary at uson od and particle in Cathatrine Clorene as specific is and article it is further serve that the complisions R. A. Tilkersen processed after verticing to aye as sail addingter of said negroes of a cranit of is months takeing bond and good specurity for he purch se money in making said a late he will egand to adding small young at child with the mother, it is further decread that out of the process of the first sales the commissioner will pay overton and requestions the colors with interest from the Charles with interest from the Charles with interest from the Charles with last with out any regard to the inabthouse of said adams to the estate to make

be rescitized in the home and said article of agreement and one

him would with Patrick for useen & attaring liverne as ke . . - pressed in said article of agreement it is further decreed that gut of the 1st sales as aforesaid three hung ed & twenty tive collars with interest from 7th March 1905 be paid over to, the said Katharine Glimorne, It is further lecreed that this class be referred to Pater at Tilkinson Special commissioner The will take an account and export that wither of the prities may indebted to the estate of Ale and Tormes, an may liable for; Ath which they chall charged; and cargo the said Patrick Fergusson with \$1505, and also 1000, as spe-- ified in the agreement and that hath rine liborns or stay ad 19 21000 as specified it the agreement one in taking said of count after accounting & aging charged as aforesaid ha will cort what each is entit Is upon a sivision of he proceeds. of maid estate so as to make such on a mal reifid in us in agreement. and the Interest of the said parties be we tad in them was spedilist in asia bond a article of a resument, and that Pater, W. Wilkinson the administrator of said actate make his settlement, with tro County Court, and if there should not a sufficient hasebade as the arbie of the sil ... tale he the base out of the first some writing un a sold sols can there the late saything own, it will be taken The Car and the state of the said that a whole was that the whole was that the powers ing to his wards the distance of the state of the commissioner a fort hat would be a combine on to make a. in that John Stale one we will a secure on guideon and Also the color. pr its, wild a spett in to the cot science will re-

Tempe arrive the second of the

And the action of the action o

city a..., twice f., Conete al., Taley a. and the cone of it was derived the first collection of the f

to the patitioners from their half mother emand of the continuous and on witch alfred? Fisted now real a is of such separation that it cannot be divided another only among the side patition and that it is smallfordly with interest of said manor patitioners the sample of the interest of the sample of the sampl

The way is continued that the continued to the continued

Be it to see that upon leave the thicky of servicey lose the same ring the bet frontey be a limited by the thicky of servicey lose. The same ring the bet for "ling the Changery Jourt at L Separte.

The same bet seemed to the Changery Jourt at L Separte.

- edi to court house reading the L disperance for a D appearance of the seet the proof of the disperance of quality butteres, when and where the allowing room along were his and well to get.

tilds A., Alvie, V., St. is W. in Cesia w. Pistel by their Tather and next friend alfre B. Pistol Ex arts (becree I'm Be it remembers that this case came on for final adding wie tion beiors the ' persole B., L' inley Clancellor a Con this Attract of February 1856 igon the report of the Clark line the she was a spirit it will the first anticonder the best man with resort is in the cords and indicate the latter than the cords and indicate the latter than the cord in the cords and indicate the latter than the cord in the cords and in the cord in th months on the 1 th say of ptyshor 1855, and that John V. in hand save wis note with told security but the loth septem 1956 for the oum of four homaled and fitten sollars which rd. - drt buing unexperted to it is all things confirmed out it a peacing to be catignation of the trom burk Court re-port that said land we had a court a former cree
of this court and that one from V. New because the surchase at the les of four hundres and filty sol are as specified. is said report, if ? therefore oruse . sejudged and sermed by the lour t that all the light fittle gloss and inter at that c, there it's petitioners harf is was to said one landred that one heres of land mentione, in the leadings to livesta out of themand vester is the purch ser toun V. Webb wis heirs and assigns forever subject howaver to the lien for the purchase money and that said somey, except more h to pay the wost and attorneys rees when collected a paid to the father of said children Alfred ". Pistol as ctisi Guardian of tail children

to be vested for their benefit upon his giving bond and good seem curity in double the amount.

Patrick Fergusson, adam Fergusson, John Claiborne and his wife catherine Feirs of Alexand r Fergusson, secased exparts

Be it immembered that this cause case on to be heared before Chancellor Ridley on the 4th day of February 1856, when the following instrument was presented to the Court in the words and igures as follows: for value received I transfer to Daniel D. Claiborne the thirteen hundred and gix collars and thiry three cents mentioned within as due me the 7th day of aptember 1856 and also the three hundred and fifty one Dollars due me the 7th day of aptember 1856 from my brother alexander Fergusson State now in the hands of Peter a. Wilkinson saministragor and commissioner and direct that said amounts be decreed to him at the next term of the Chancery Court but this transfer is by no means to preclude me from recovering kny ballance that may be due me of the mean 1855 attate on a final settlement this the 28th day of sppt tember 1855 attate (?) H.L.W.Bratton, M.H.Brockett A.Fergusson(Man)

57, State of Tennessee Macon County A. Fergusson with whom I am personally acquainted and who ackn owledged that he executed the above transfer forthe purposa therein contained witness my (?) at office this 29th september 1855 J.BYShort, clerk

State of Tinnesses Bacon County Larayette Register's of ice sept. 29,1855 I George Walton register of the aforesaid county do hereby certify take the winin transfer from Adam Fergusson to Daniel D. Caiborne with the annexed probate for registration is duly registered for registration 29th september 1855 at 200KPh. George Walton register of Macon County.

It appeared to the Court that the said adam Fergusson had any execut the above instrument to Daniel 1. Claiforne for the purposes therein mentic d. It is therefore ordered adjudged and accreed by the Court that said instrument be made a part of the decree of this Court. It ordered further that Feter A. Wilkinson administrator and commessioner of the state of alexander gerguss son do pay over to Daniel D. Claiborne the sum of money in said instrument mentioned at the times therein specified and that the interest of said adam Fergusson due to the amount mentioned in said instrument be divested out of the said asam Fergusson and vested in Daniel B. Claiborne forever butthis decree should not prevent said adam Fergusson from collecting any ballance of his shape in said state after baying the said sums mentioned in said instrument.

F 258, atrick Pergusson, Adam Fergusson, John Claiborne and wife Catharine Claiborne Expatte

In the matter of reference to the commissioner to take proof and state what would be a reasonable fee for Messrs Guild and Bennett bn one side and S.M.Fite on the other in which the special commissioner reports as a reasonable fee the sum of one hundred and sixty five collars; the court being satisfied the reference should have been made to the commissioner to state what could have been a reasonable fee for Messrs Guild & Bennett on one side; and S.M.Fite and H.B.McDonald on the other side; and that the name of H.B. McDonald was merely a

blenial omission and the report being excepted to on that amount which except on is considered as well taken and therefore allowed; wherefore the Court doth order and decre that the commissioner pay out said some of \$1.65(?)equally that is one fourth each to uside senent Fite? MoDonakQ; and that said report as thus modified with the exception of the sale of the glaves Judah and her chickled lead; be in all things affirmed so far as the commissioner has requested used report to be confirmed but this report is one final and the said commissioner is required to report his progress to the next term of this Court and make a final report as soon as it can asfely and conveniently be cone; afficiently selected the same reserved until the coming in of the final report. Attick Fergusson, adam Fergusson, John Claiborne and his wife atherine Exparte upon thepresentation of the report of the special gommissioner F.A.Wilkinson, Asam Fergusson resented his

aifidavit showing the leasons why he had not bid 6,500 for the claves judy and child Baac; struck off at all dashe on the 7th of mept. Last and also Fatrick Fergusson presents his affidavit thowing the reasons why he had not bid for saidir laves and also offering to advance upon said bid so much as would make the num sin hamdred and fitty dollars; and the facts in said affidavit bering suggested to the Court; and signite by said john claiborne therefore it chagged and decreed by the court that the special commissioners take proof touching the latters state. In said affidavits and the facts and circumstance with the sale and purchase of said slaves judy & Imade in a proof to the next term of this court all ther questions on this branch of the case are reserved until the coming in of the commissioners report.

r 259 moch d. Higdon vs Berrett 3. Carmen (Decree In this cause complainant's security I.L. hoark having fiven the notice required by lew for the complainant to give other security at this term of court. Wherefore it is ordered by the Court that unless the complainant moch E. Higdon give other good and sufficient security to be approved of by the Clerk & Baster on or before the first rule day after this term this cause to be dismis sed at the cost of the complainants.

deorge S. Thomas vs. ohn k. Sweeney st als. In this caute reference having been made to me to take proof and report as to wh what would be a reasonable fee forthe services of solicitor newlit would state that upon the examination of solicitors Fitts alexang der. It sepears that a fee of fifteen sollars would be a reasonable compensation for his services. Sohn Cheiborne Craultie therefore ordered adjudged and decreae by the court that a fee of fifteen bollars be allowed as citor be litter that a fee of fifteen bollars be allowed as citor be litter that a fee of fifteen bollars be allowed as citor be litter that a fee of fifteen bollars be allowed as of the entate.

ve John M. Charlle S. and Hannah A., George S. Thomms & wife Mary L., ve John M. Charlle S. and Hannah A. Sweeney and their Guardian sulitem John Claiborne (Decrus Final, Fetition to sell land.

Be it remembered that this cause came on for final hearing before his honor Chancellor Ridley upon the report of the Clerk anster when it appeared to the court that after auvertising the lands as directed in the Decretal order and at the last

the planeings which are broaded as fullows beginning on an alm near the branch; thence south nine plane to a popular; thence nouth lot soles to a bicker; thence north with sandersons consistenal line lot poles to a star; thence west 32 poles to the beginning another tract terimine on a powder; three south lot late to a fine beginning another tract terimine on a powder; three south lot like to did wed; thence west 6 or 7 poles to absorbed; timpse south 30 poles to a trake; thence set for 7 poles to the limit of the late of the la

It is threefore ordered aging and marked by the Coupling ts and the right little chain and in a cat the complains ts and defendents in and to sit the for little chain to diverted out of them and vested in the call I. Inflational to be faire and associated for the call I. Inflational to the fundamental state fundamental tries could be a call the first many states further ordered by the call the first many states for the first many states and the first many states for the first many states for registration.

1. Only some acts and obtained line of the court to law till the second rule and obtained line of the court to have till the second rule are to known go as not to yellay the healing of the cause.

Fahr Tathia cabba Sandrer by 1 year of 12 bir in cha-Sar qu'en tofere the conduct by 1 year of 12 bir in chalaring of 11 caps.

Te. Malson John. & C. V. . Capart for rett In this cause in mounts of allowed till there is To be sent of file their ausors.

Take Remain 5 wife w. Get at Tale The tale days a serial and is all cases till associal sulfraction will be to the Tale days.

The first wild are errett. Crase and recommendation the forest the forest the first think and come as a few the forest the flowest the flowest the first the

Be if community to the control of the course of the community of the control of the course of the control of the course of the c

of the court in the Cuence Play areas paper published in the own of Jallatin. It is therefore or area that the bill be then for enfises a set to affend the paper. Fince and set for cearing at this term of the educt, the paper further to the ourt that the weighted in tweller, frince has been fully of sulfery in violation of the writter you and has asset as weight. It therefore orderes adjusted and transfer that the honds of matrice yearing a violation between carriers that the honds of matrice yearing a violation of the writter of a violation between carriers that the condition of the artist being considered that the rights was retrieved of elegic persons. It is written, ordered that the said conditions that on the paper of the paper of the condition of the paper of the paper. It is written, ordered that it is all conditions that our it has all lave Judgement over Against der first Prince the costs of this class of which Transvisions.

Fightiften a Gyeleny Lan', ye Testay Valenty Lists Cutees (Later -

This cause is continue, by ecaset the the Edition.

ting the same of the proof to the count let of the count let of the taking of the brooking to the count let of the count o

ontimits of the trainguities or must believe

ca of T. Waseis we John . . Sometry (... the con-

Continue) done at

The court of the c

Stany. To work of the warden

Charles being no further bus personal for the distriction of the court of the court

The first that the sense of the left of the sense of the third of the sense of the third of the sense of the

The fonorable womilels A. it was sended by a factor to the two or home rise that he for the send of the transfer of the factor of the factor of such the transfer of the factor of the f

Wahrilla tory vs Langl

In this cause it is or we to be Court, that, T. K. Corr pay over to the parties according to the commonise agreement and pore wand that Lemusl Story pay Col. Jos. C. Swild him I so of 4.5. "O and the mame be clarged to his said Lemuel's part.

Altaia Jankine va. arthur Jankins . . due iscal at the codel insut's, out.

William loark vo ". W. Carr (In. Tools The this cause it appearsh to the contrast again will have a listness, and rise, fighells, becauses and Flyshant all Argidantis and more the contident little for the by the that John Mailtones We related play from the for this in-

In this cause of said to way . The are til the air mal, my to file fire answer.

to A L. Ball so W. K. Car a chara terra or ichaga P. Ball. onte of Mentile . The Land of the control of the sign, but to the rest to the same of the s

The first court han a start of Inj Metter cores to the proof to the proof now post whether is will promotive of the interest of the that C. Tiker to very the largy to the large whise and the till purpose of the language the plet in a small of Care the are shorts a committee the trip de soin of

i stated is not by the desired in the wellton 112 cough is control . Who Bourt a grand watil to creat or in the Tologo on. Cout the to plan wat, to was Surne of

it, the it. Gibbs pag in, protection, was I specta limit

Tarif panertured to this cause case A gain in he issue The state of the s - idnet on the cles ings as it will beat for the inver an incommend the life and a value is walno. I also report that it -In we for the interest of the early not to past the lagge but The claim their new sound or it. all which is a post it was index. July lith 15 5 on a letter of the second with the court
of ich as an all things of diams; and it as arine we be court
into its amplifus gurden that there is been sufficient as In a lying in Secon county of one John it's to rice of 1000 and received a used from sail, obb for the grice of 1000 and received a cosm from sail, Table laving Latel 3. A por et. 1975 and register a. It also appearing to the Court that the Praid Mathan F. is about M years ole and is making a drop on the place and a signs to continue to cultiv to the place.

Phalso appeared to the court that hirecard come in the many of the unidian which the court is lot o inion should be vested This the purchase of said land and sake sile he confir ad. It is therefore deepled to the Court but the year healty can to to the payment of the conclusion of the meney of the the the the sense of the sense Come i diction continue de la company de la ithing we be done one cultivator the lang to a ventar . It is nother morroad that the gair dan on the cottes. Se if wing but of the family, of the more on a key a feet to bush the affinite the cost of the agency continue .. Tarintration.

Thrush To got to be a control of the dist as a get loss of the war free Can I con In a word in its and in .

-1 languable ... twitter. And the transfer of the first o A sirri. 's metains and thet the one It, pay the cost one that the complete of the control of that the manufacture and address of the fact of the office.

Suit Menor to This to a tell ("fort it rement that in come cont and is the control of the control

Claiment & welthed to exend the bill, an taxte of Infhants - y the cost of the buels.

Acchua . Stone ve Seguel . flose ('rec') In this cause, the finance is a light to the distinct rule complaint's bill so as not to don't the baringer tag cause.

Poter since & John Septer 1810 vs Vm. . Carr (2000) In this cause the defen ant fun lands to till the answer on or before the next rule, as after this term of this court to as not to del j theheating of the envis.

John F. Mckurry vs John J James at als (- Final secres Be it remembered this cause came of the a heard on this othe 14th a y of July 18th before his don. Opine llor idley wyon the report of tre cast a from which it applies that there is a balance of one number a seventy ted wollars a Picts (\$177.11 due the collaboration by the in-terlocutory decree is a lien on the land and tanyard near Hartsville. It is thereon decreed by the court that willies?

270, the said the complainant recover of said defendant said sum of \$1.72.11 for which fifa issue and unless the said defendant shall within two months pau up said sum of \$1.72.11 with interest the clerk shall proceed to advettize and sell said tanyard, land and appurtenances to the highest bidder for cash and pay off said indetedness to the complt. The Clerk will pay it out as divested in the Interlocutory decree. The balance of the fund he will pay to deft. James. The costs will be paid as here-tofore decreed for which fife fesue.

Nathan J. Gass, Gurd. & C vs Alexander Fergusson etals (Final

Be it remembered this cause came on again to be hand on this the l4th day of July 1856 before his Hon! Chancellor Ridley upon the report of the Master by which it appears that there is a balance of \$15. with interest from the 5th Feby. 1849 in the hands of alexander Fergusson amounting to the sum of \$21.70 t is decreed by the court that said sum be paid over to the Clerk & master in accordance with the compromise and former decree and he issue fifa against the proper party. The Clerk will apy said amountto J. W. Head his to in the cause. The costs will be paid as herotofore adjudged for which fifa-issue.

Wilson T. Meador vs J. B. Short & others (In. decree Be it remembered this cause came on to be heard on this l4th day of July 1676 before Chancellor Ridley upon demurrer which being agreed and understood by the court the same is over-ruled and leave given defendants until the first rule day to answer the ball so as not to delay the hearing of the cause.

P 271, Stephen Holdand vs Robert Dallas (An. decree Be it remembered this cause came on to be heard on this the 14th day of July 1856 before his Hon. Chancellor Ridley upon the pleadings & proof in the cause and at appearing to the court that the complainant sold to the defendant a tract of land on the 13th Dec. 1851 and in annexion? therewith sold him a lot of hogs, pork, fodder, boards & C. It further appearing to the court that aid land was sold by parol contract and the sale is said having been repudiated by the defendant. It also appeared to the court that said defendant had paid a part of the purchase money and went into the possession of the land and mills, but has surrendered the same to the complainant. It is therefore de--creed by the court that the cause be refered to the Clerk & Master who will take and state anaccount. He will charge the complainant with the amount of money paid on the purchase with and interest on the same from the time paid. He will also charge him with any permanent improvements made by the defendant. He will charge the defendant with the value of the articles of pro--perty sold by complt. to him in annexion? with the land and in--terest thereon also with a reasonable rent for the premises while in defts. possession. The Master will report whether the defendant has by waste, neglect or otherwise damaged the premises and if so the extent of said damage and the question as to the allowance ofsaid damages is reserved until the coming in of the report. All other questions are reserved until the coming in of the report and the Master will report the amount of defts. damage if any & the question as to the allowance of any damages

will be reserved.

p 272, Jehu Gum & Samuel M. Jenkins Guardians vs John C. Tuck & Nathan J. Gass Guardians (Decree

Be it it? remembered that this cause came on for hearing before the Hon. B. L. Ridley Chancellor court on this 14th day of July 1856 upon the compromise and agreement filed which agreements are in the words and figures following towit. This cause has been compromised as to complainant Jenkins and defendants and in this cause it is agreed between complainant Gum and Defendants that Defendant Tuck was informed and be--lieved the information correct that complainant Gum and his securities in Kentucky were not good and solvent but that since the commencement of this suit has become satisfied from evi--dence adduced that they are good and sufficient and his pro--ceedings are regular correct & legal in Kentucky and that said foreign Guardian Gum has complied with the act of assemb--ly of this state in having a correct record of the whole proceeding of his appointment as Guardian & C committed to re--cord in the Circuit Court of this county. It is further agreed from the proof in the cause that the ward James G. Gum is & has been living in Kentucky Montoe County for a great many years and will continue to reside there. Where upon it is fur--ther agreed that the said wards fund in the hands of Defendant Tuck shall be paid over to complainant Gum. It is further agreed that this agreement be the decree of the court in the premices This June 28th 1856. John C. Tuck guardian Nathan J. Gass guardian Jehu Gum guardian By Fite & Alexander sol.

In the above case it is also agreed by and between complainant Smanel M. Jenkins and Definant ohn C. Tuck as follows
In this cause it is agreed by and between the parties that
the above suit is to be dismissed as to complainant Jenkins
and said Jenkins is to pay two thirds ofthe cost now accrued
this 7th of April 1856 samuel M. Jenkins, John C. Tuck
Whereupon it is decreed by the court that the amount due said
ward James G. be paid over to his guardian Jehu Gum as soon as t
the amount is ascertained be a settlement with the county Court
Clerk of Macon County and that said Defendants be required to
make said settlement in forty days after this term of the court
and that the costs of suit so far as 60mplainant Jehu Gum's
part of the suit is concerned be paid by Defendant John C. Tuuk
out of the funds belonging to said ward James G. Gum & that Fi
Fa may issue after forty days.

Jehu Norman & wife Parthena A. vs John White Guardian & C (Decree Be it remembered that this cause came on for hear ing before the Hon. B. L. Ridley Chancellor & C on this day of July 1806 upon Bill Answer and Replication & proof in the cause. And it appearing to the satisfaction of the court that the allegations in complainants Bill are not sustained by the proof It is therefore ordered adjudged and decreed by the court that said Bill be dismissed and that complainants pay the costs of suit for which Fifa may issue.

Martin fones vs Isaac N Livingston
Agreeable to the order of the court upon the exceptions
taken, the?having allowed the lst 2. 3. & 4th Exception taken by
the defendants counsel and allowed deft. \$10. fees for his

P 271