

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

F 180. J. P. Duff vs Hardaway Marshall admr. & others (Final Decree)

Be it remembered that this cause came on for final hearing before his honor Chancellor Ridley on this 12th day of July 1853 upon the report of the Clerk & Master and it appeared to the court that there is a balance of \$273. in the hands of the Clerk to be distributed paid by the said admr. Marshall being the entire balance in his hands the effects of the estate, and that the administrator has paid \$48.84 costs & interest, it further appeared that Col. Guilt is entitled to a fee of 50.3 as solicitor for the complainants and to satisfy a fee of 30.3 as agent.

It is therefore adjudged and decreed by the court that the clerk proceed to distribute said fund as follows, he will pay the balance of the costs of this suit out of the funds also the sum of \$48.84 to the said Marshall and the amounts of 50.3 & 30.3 to Col. Guilt & Duff as reported by the Clerk. any balance of the fund remaining the Clerk will make a pro rata distribution of among the creditors should there not be a sufficiency of the means to satisfy said debts.

Abraham Freeman vs Francis Parker (Final Decree)

Be it remembered that this cause came on to be finally heard on this 12th day of July 1853 upon the pleadings and proof in the cause. It appearing to the court that the defendant purchased of the complainant a tract of land in Mason county at 33 pr. acre and the parties agreed that R. G. Maxey surveyor of Kentucky should survey the lands and they would abide by his survey a Mister Maxey having previously surveyed the lands and the defendant being dissatisfied with his survey. It further appeared to the court that said Maxey made said survey and prepared a deed for the parties stating the number of acres in the land 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 33 pr. acre when the fact should be ascertained. 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 upon 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 & settlement 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 debt, insisted that it was a settlement of the land matter. The Court is therefore 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 33 pr. acre and interest from the date of the deed. It is further decreed by the court that the compromise or settlement made by the parties on the 8th August 1851 be held for naught and the parties have the right to litigate touching the matters therein dis pute as though no such settlement had been made. It is further decrees by the court that each party pay half the costs for which this issue. From this decree the debt, prays an appeal to the next term of the supreme court of Tennessee to be held in Nashville commencing on the 1st Monday in December next, which is granted him upon his entering into bond and security as required by law to be approved by the Master on or before the 1st rule day in August.

F 182 William Holland vs J. B. Claiborne et als

Leave is given William Holland the complainant to file across Bill in his case which is filed and Defendants waive the necessity of process issuing and agree to answer the same by the 1st rule day and causes now stand in condition to take proof on both sides until next term. It is further ordered that William Holland have leave to take Deft. Swearings deposition subject to legal exceptions on giving J. B. Claiborne 20 days notice of time and place. It is further ordered that Deft. John Claiborne have leave to retake any depositions here before taken at any time before next term or any other proof he may desire.

Malen Purshy & Eliza Kearley admrs. of Wm. H. Weems and heirs ex parte

It is ordered by the court that the clerk of this Court put off the sales reported of 1816 he will pay the costs of this suit and Jo. C. Guilt compts. solicitor 150 his fee in the case and he will then pay over the balance of said fund to Wm. K. Carr Guardian of all the heirs of said Wm. H. Weems who are minors except Thomas Kearley and his wife Clamma Weems who is ap heir of off said W. H. Weems their portion of said fund he will pay over to the said Thomas Kearley.

Douglas et als vs Marshall et al

In this cause compts. have leave to amend their amended bill which is done and it is agreed by the parties that process and publication issue and that debts, answer by next term at which time the cause is to be tried and leave given to take proof generally until then.

Stanford Mitchel vs James J. York, Meredith York, William J. York, Christopher Patterson & Milira Segraves

Be it remembered that this cause came on to be heard before his honor Chancellor Ridley on this 12th day of July 1853 upon the pleadings and proof in the cause and the complainant having by order of the court filed his amended bill making Segraves a party and by agreement his answer is filed

and the cause is heard at the present term of the court and it appearing to the satisfaction of the court that the land in controversy was deeded by the defendant James J. to Meredith York under a power of attorney to William J. York who is a now resident which was not duly probated for registration in this state. It further appeared to the court that the said Meredith York sold the land in controversy to the complainant on the 6th July 1848 and executed a deed to 1003 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 title to the land. It further appeared to the court that the defendant James J. York fraudulently directed a Mister Gentry 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 the power of attorney was void. It further appeared to the court that the defendant Segraves became the purchaser of said 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 being also of opinion that the defendants the Yorks have been guilty of fraud in the sale to the complt. It is therefore adjudged and decreed by the court that the complt. recover of the defendants William J., James and Meredith York the sum of one hundred and twenty dollars it being the purchase money with interest and also the costs of this cause which debt and costs. It is decreed that said Christopher Patterson pay out of his means of James J. York attached in his hands and the attachment and injunction be discharged as to the balance of the property & effects. It is further decreed that the defendant James J. York have a decree over against his co defendant William J. and Meredith York for said debt and cost ordered to be paid by Patterson out of his effects. It is further decreed that the complt. surrender the possession of the land to defendant Segraves onto those who may redeem from him. It is further decreed that the deed executed on the 6th July 1848 for the land in controversy by Meredith York to complt. be delivered up & cancelled and that Pitts is to carry into effect this decree.

All the causes finally decided at this Term will be enrolled as heretofore excepting the causes in which orders are made to the contrary.

And the Chancellor was pleased to adjourn till the next regular Term.

1854. Lafayette Monday February 6th 1854
Be Reminded that on February 6th 1854 the same being the first Monday in said month and the time appointed by law for holding the Chancery Court Chancellor of the 4th Division of the State of Tennessee at Lafayette The Honl. B. L. Ridley presiding in the court house took his seat ordered the sheriff to open Court and proceeded to the dispatch of public business when and where the following proceedings were had and held to wit.

H & B Douglas vs J. C. Marshall et als (Order pro confesso)
It appearing to the satisfaction of the Chancellor that publication has been regularly made as to Defendant Wm. H. Tilford and said defendant having failed to appear and answer

in accordance with said Publication and by consent of parties the Bill is taken pro confesso as to said William H. Tilford and the cause set down for hearing ex parte as to him.

Nathan J. Gass Guardian & C vs John M. Ferguson & others (It. Decree)

Be it Remembered this cause on to be heard on to be heard before the Honl. B. L. Ridley Chancellor & C on this 6th day of February 1854 upon the compromise of the defendants and which agreed to by the complt. but does not release any of the defendants & securities until the money is paid which compromise is in the words and figures following

"N. J. Gass Guardian & C vs John M. Ferguson et als (Or Bill John M. Ferguson vs Chancery Court (Cross Bill Macdon John M. Ferguson et als Alexander Ferguson et als

In this cause it is agreed by the parties complt. and defendants that said Alex. Ferguson shall pay all costs that have accrued in this cause both as to original and Cross Bill that he shall pay the amount which is due the wards of said 1854 Gass without any recourse on John M. Ferguson or holding him liable therefor in any respect whatever and that the Honl. Court decree to said Alex. Ferguson a right to the lands in controversy to wit some fifteen or twenty acres which belonged to the estate of Hugh Ferguson decd. and neither party is to make any other preparation in this suit only to abide by this compromise to full this January 1st 1854
Wm. H. Alexander, W. H. Dewitt.

J. M. Ferguson (seal)

A. Ferguson (seal)

But because it does not appear what amount is due the complt. as Guardian & C and the boundaries of the land mentioned in the agreement are not ascertainable, this cause is referred to the Master who will ascertain and report the amount due the complt. as guardian from the defendants and also will report to the next term of this Court all other matters are received until the coming in of the report.

J. E. McMurry vs J. J. James (Or. Bill and J. J. James vs J. E. Wilson (Cross Bill)

These causes are consolidated and ordered to be tried together and it appearing that publication has been duly made as to J. E. Thompson and he having failing to appear and plead answer or demur it is ordered by the Court that the Cross Bill be taken for confessed and set for hearing ex parte as to him and by agreement of the parties it is ordered that notice by McMurry served on James shall be sufficient to authorize the taking and reading of depositions.

Charles A. Reeves & others vs Willis Reeves and others

It appears to the satisfaction of the court that the defendants George Reeves, Middleton Reeves, Whitfield Reeves, Franklin Reeves, Charlotte Reeves, Mary Reeves, Eliza Reeves, Maline Reeves & Moses Reeves are minors and have no regular guardian and it further appearing that said Reeves would be a suitable person to be appointed their guardian to defend this suit. It is therefore ordered that said said Reeves be appointed Guardian ad litem for each of said minors defendants as aforesaid and that he answer & C

It is remembered that this cause came on for further proceedings this 6th of February 1884 before Chancellor Wiley upon the report of the Clerk & Master made in obedience to an interlocutory decree made at a former term of this court which report is in the word and figures following: In pursuance of the interlocutory decree of last July term the Clerk & Master reports that after advertising the tract of land as prescribed in said decree he sold the same on the premises on the 26th day of October 1883 to John Marsh the complainant he being the highest and best bidder at the price of Twelve hundred dollars which on said John Marsh is down forty eight dollars and forty two cents the amount of all the costs in the cause and as permitted to retain the balance of the purchase money which is Eleven hundred & fifty one dollars & 51 cts. in his own hands in as much as it was going to him and the Clerk & Master further reports that he was unable to find any personal property to sell & therefore none has been sold all of which is respectfully submitted.

Daniel D. Claiborne C & M which report being accepted to is in all things confirmed whereupon it is adjudged and decreed by the court that all the right title and interest of the defendants Charles Marsh Caroline Marsh Lunford Stokes Marsh and to the tract of land in the plaintiff mentioned bounded as follows beginning on Samuel Pipkin's North west corner of a six hundred and forty acre Survey running north; thence East; thence South and thence West for a compliant as per deed containing one hundred and forty acres or thereabouts be and the same is hereby allotted and vested in the purchaser John Marsh his heirs and assigns forever and that the Clerk & Master make and publish a deed to the land as the proper cost of said purchaser according to the terms of said Sale.

F 105, J. F. Dutton vs John Cook and J. C. Weir (or Bill) and A. S. Wright adm. vs J. F. Dutton, W. Cook & J. C. Weir (or Bill)

It is Remembered that this cause came on for final hearing on this 6th of February 1884 before his Honor Chancellor Wiley upon the pleadings the report of the receiver and the agreement of the parties and the Compt. A. S. Wright agreeing to dismiss her Bill upon payment of the costs of the same by J. C. Weir to which the consent. It is ordered by the court that said Bill be dismissed and the said Defendants pay the costs of said Bill for which life issue. It further appearing to the court that Compt. Dutton recovered of J. C. Weir on 20 of March 1882 five judgments before J. C. Marshall a Justice of the peace which with interest and costs at law amounts to the sum of six hundred and fifteen dollars & 69 cents. It further appearing to the court that there is in the hands of the receiver the sum of \$69 which should be applied to the payment of the debt of equipment. It is therefore adjudged and decreed by the court that the complainant Dutton recover of his debt John Cook said sum of \$69.00 and that after deducting the sum of \$40.00 allowed said receiver for his services he will pay the balance of the sum in his hands to the Compt. or his attorney. It is further decreed

by the court that the defendants Cook & Weir pay the costs of this cause for which life issue but said costs are to be first paid out of the fund in the receivers hands and Dutton will have his Judgment over against said Cook & Weir for the same & life issue the receiver will collect any balance yet due & apply it.

James H. Riley vs Andy C. Mungle & Others (C 411) and Andy C. Mungle & others vs James H. Riley and Mary E. Mungle & others vs John Mungle & others

It is Remembered that this cause came on for final adjudication before his Honor Chancellor Wiley on this 6th day of February 1884 upon the report of the Clerk in the word and figures following to wit: The Clerk & Master reports that in pursuance of the Interlocutory decree of last July term after advertising the land in said decree sections was prescribed in said decree he sold said land to J. C. Marshall on the 26th day of October 1883 first having offered the same tract and failing to receive a bid for the same sufficient to pay the debt. I then told the said J. C. Marshall that the 50 acres of the tract as above all of which is now in my hands. Daniel D. Claiborne C & M which being upon it is in all things confirmed and it further appeared to the court that the Clerk has paid to James H. Riley the sum of three hundred and forty four dollars & 51 cents under the former decree of this court the same is affirmed and by decree of this court at the last term the question is to whether the debt John Mungle shall be paid in full for the amount of the trust property payable to him for the costs incurred against him should be refunded out of the fund arising from the sale of the land and the same were heard this day by the court further in of having been taken and it satisfactorily appeared to the court that the said Andy C. Mungle refused to permit the said John Mungle to manage the trust property threatening his life. It also appeared that he said John Mungle had not taken the oath and was guilty of no malfeasance in such trust & it is therefore decreed by the court that the Clerk refund to said John Mungle the cost incurred against him at the last term and which he has paid amounting to the sum of \$90.83 out of the fund arising from the sale of the land. It is further decreed by the court that the Clerk pay to J. C. Marshall \$25.00 and J. C. Marshall 15.00 each as solicitors for the said Mary E. Mungle out of said fund the balance of said fund amounting to one hundred and sixty eight dollars & 89 cts. the Clerk & Master will loan out until the further order of this Court and pay the interest to the said Mary E. Mungle and such part of the principal as her necessities may require. It is further decreed by the Court that the Clerk of this Court execute a deed or deeds for the said J. C. Marshall of land to the purchaser Nathaniel Mungle and his heirs with covenants of general warranty and so as to connect him with original vendors of said land as to give him a remedy against the said vendors upon their covenants of warranty, he will duly acknowledge said deeds and hand the same over to the purchaser for registration upon said purchaser paying the costs of the same.

Robert Stubblefield Alexander Stubblefield Francis Wood & Wife
 Isaac & Fleming Stubblefield and Nancy Stubblefield Lucy &
 H. A. Bennett Admr. (Ex parte Petition)

As it is remembered that this cause is on for final hearing
 before the Hon. R. L. Ridley Chancellor & C on this 16th Feb-
 ruary 1884 upon the petition and the report of the Master which
 is as follows: In pursuance of the interlocutory decree of last
 July term the Clerk & Master reports that the lands in the
 proceedings mentioned were divided into nine lots as will be
 seen by reference to the plat and certificate of W. V. 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 to wit:

To T. M. P. Hall & R. J. S. Fursley Lot No. 1 for	\$133.00
To John Brothers Lot No. 2 for	\$122.50
To Charles Simmons Lot No. 3	\$112.00
To C. C. Fursley Lot Nos 4 & 5	\$292.00
To A. Averett Lot No. 7	30.00
To Clifford A. Oglesby Lot No. 8	41.00
To Tyre Meador Lot No. 9	18.00

Whereupon all of said purchasers executed their notes with
 good security for said amounts excepting the sum of eleven
 dollars which was paid down on each lot and Tyre Meador who
 paid \$18.00 down for Lot No. 9 making 1000 paid down and the
 sale amounting to the sum of \$740.00 whilst the report of the
 surveyors shows that there was about \$948.00 acres land all of
 which is respectfully submitted. Daniel S. Claiborne C & Mr

F 191. Rich being unopposed to is in all things confirmed by the
 court and it appears from the report that said lands mentioned
 in the petition was divided off into lots to suit purchasers
 T. M. P. Hall purchased with R. J. S. Fursley Lot No. 1 at price
 of \$133.00 John Brothers Lot No. 2 at \$122.50 Charles Simmons
 Lot No. 3 at \$112.00 C. C. Fursley Lots Nos. 4 & 5 at \$292.00
 A. Averett Lot No. 7 at 30.00 Clifford A. Oglesby Lot No. 8 at
 41.00 Tyre Meador Lot No. 9 at 18.00 and further appears
 that the said lots was surveyed by the county surveyor of Macon
 County and the boundaries which is as follows reference being
 here made to the plat & certificate of the surveyor W. V. Adams
 of file in this cause for said boundaries. It is therefore
 decreed by the court that all the right and title of the res-
 pective heirs mentioned in the petition to said land be di-
 vested out of them and vested in the respective purchasers
 and their heirs forever. A lien being retained until all the
 purchase money is paid and that the Clerk of this Court hand-
 over the notes to the admr. of John Stubblefield decd. for
 the purpose of paying debts except a hundred and seventy five
 dollars to be handed over to the widow Nancy Stubblefield in
 lieu of her dower in said lands she being satisfied with the
 same and all the heirs consenting thereto. It is further order-
 ed by the court that out 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 running out
 said land and Messrs. A. L. Bennett solicitors fee of forty
 dollars and hand over the balance if any to the administrators
 of John Stubblefield decd.

Court adjourned until 8 o'clock tomorrow morning
 Broufield Ridley

Tuesday Morning 8 O'clock Februry 7th 1884
 Court met pursuant to adjournment

John L. Ferguson vs Sowell L. Heilfin (Decree)

As it is remembered that on this 7th of February 1884 this
 cause came on to be heard before Chancellor Ridley on defend-
 ants plea of abatement set down for argument whereupon it ap-
 pears to the court that this court has no Jurisdiction of said
 defendant he being at the date of the filing of complainants
 bill and still is a resident of Smith County and not of Macon
 County and that process was served on him by the sheriff of
 Smith County and not by the sheriff of Macon. It is therefore
 ordered adjudged and decreed by the court that complainants
 bill be abated and dismissed and that costs and his security
 for costs Moses York pay the costs and that execution issue
 for the same.

Charles J. Reeves and wife Antena, Harvey Wood & wife Cynthia
 against Willis Reeves, Jane Putman & husband John Putman
 William Reeves Amanda Bush and her husband James K. Bush, Luke
 Reeves and George Middleton, Whitfield, Franklin, Charaettes,
 Mary, Eliza, Emaline and Moses Reeves the last nine are minors
 for whom Mrs. Reeves is guardian ad litem.

As it is remembered that on this 7th day of February 1884
 this cause came on to be heard before Chancellor Ridley where-
 upon it appears to the court that John J. Reeves departed
 this life intestate in Macon County several years since with-
 out children leaving as his widow said complainant Antena who
 has since intermarried with complainant Charles J. and leaving
 as his wife at law the said Charles J. Wood Lewis Cynthia
 and the defendants to this suit. It also appears that the said
 said minors and that said guardian ad litem Mrs. Reeves had
 appeared and avowed the truth of the facts stated in the bill
 and praying for a decree at this term. It also appears to the
 court that in pursuance to an order made at the rules publica-
 tion has been made regularly in the Union & American a news
 paper published in Nashville Tennessee for three successive
 weeks for more than three months before the present term of
 this court commanding said non resident defendant Willis Reeves
 Jane Putman & husband John Putman, William Reeves, Amanda Bush
 and husband James K. Bush & Luke Reeves to appear at the pre-
 sent term of this court and plead answer or demur to said
 bill and said defendants having failed to plead answer or de-
 mur to said bill and this being the last day of the present
 term of this court it is ordered adjudged and decreed by the
 court that this bill be taken for confessed against said de-
 fendants. It further appearing to the court that said John J.
 Reeves died seized and possessed of the land mentioned in the
 bill to wit a one hundred acre tract conveyed by deed from Mrs.
 Reeves to said John J. dated 25th October 1846 the second tract
 was granted to said John J. by Grant from the State of Kentucky
 dated 28th January 1850 for one hundred & thirty acres and the
 third tract was purchased by said John at a sale made by the
 Clerk & Master of the Chancery Court of Macon County in the
 case of Nathan J. Gage against J. J. York & Wm. J. York and
 which tract containing by estimation 445 acres and bounded as
 set forth in a deed 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 Annsa. Out of said land could not be advantageously divided 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 proceeds divided. It further appears that it would be best to divide said lands into three farms upon one of which the dower should be assigned and the other two farms sold. It is therefore ordered adjudged and decreed by the court that 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 Annsa her dower upon one of them and that the Clerk of this court after giving 40 days notice by advertisement 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 notes with good security for the balance and retain a lien for the purchase money, the said surveyor commissioners & Clerk will report to next term the said commissioners will give the boundaries of each lot the cost will be paid out of the fund produced by the sale including a reasonable fee for solr. Samuel A. Pitt.

Daniel D. Claiborne vs Holland & Swearingin admr. (Or Bill and W. Holland vs Claiborne et al. (Cross Bill

Be it remembered that these causes came on to be heard on this 7th day of February 1854 before his honor Chancellor Ridley upon the exceptions of compt. D. D. Claiborne to the answer of deft. Swearingin said Claiborne being the Clerk & Master and a party in interest and therefore incompetent to determine & decide upon said exceptions. Said exceptions having been fully examined and understood by the court are sustained and said answer of defendant Swearingin admr. & Compt. to be stricken from the files of the cause and he ordered to answer to the Bill fully by the first Monday in March next in default of which a Judgement proconfesso is then to be entered against him by the Court and leave is given to take proof generally until next July term at which time the cause will be set for hearing and tried together.

Grundy Weems, James Weems, Thomas G. Weems, Eliza & Alexander Weems by their guardian W. E. Carr vs Thomas H. Weems, Elizabeth Irwin & husband, Pomy Irwin, Mary Griffin & husband, Henry Griffin, Nancy Sullivan, James Weems and Jacob Weems (Final Decree

Be it remembered this cause came on to be heard on this 7th day of February 1854 before his honor Chancellor Ridley upon the order proconfesso & to 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 purchased by the defendant Thomas H. Weems of Elijah Ward in the year 1824 for \$400. and is further appeared to this court that although the debt relied on by the compts. as having been executed by the defendant Thomas H. Weems to Piny Weems may have been delivered & acknowledged, the said Piny held and claimed the land in subordination to the title of said Thomas H. Weems claiming

however an interest in the land. It further appeared to the court that upon the death of said Piny Weems, William H. Weems the ancestor of the complainant took possession of the land as the agent and tenant of the said Thomas H. Weems and continued to hold possession of the same in subordination to the title of the said Thomas H. Weems to the time of his death according to the said Thomas H. for rents and proposing to purchase the land the court is of opinion and so decrees that the complainants claiming under their ancestor the said William H. Weems have no better title than he would hold if living and there is an equitable stoppel on the part of the ancestor and he compts. It is therefore decreed by the court that the compts. Bill be dismissed and they pay the costs of the cause and wife issue and their securities for the same.

John S. Brien vs Hughes admr. and Alston Moore

This cause is continued as upon affidavit and the parties agree to take proof until next July term to try them.

William Payne vs W. H. Adams (Int. Decree

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Be it remembered this cause came on to be heard on this 7th day of February 1854 before his honor Chancellor Ridley and it appearing to the court that publication has been duly made as to the defendants W. H. Adams and they having failed to plead answer or demur to complainant's bill. It is ordered by the court that the Bill be taken for confessed and set for hearing experts as to them and thereon the cause came on to be heard on the Bill and order proconfesso and it appearing to the satisfaction of the court that the tract of land mentioned in the pleadings was sold by the complainant to the defendant W. H. Adams in the month of November 1851 and executed to him title bond for said land upon the payment of the purchase money. It further appeared to the court that he was to pay two dollars per acre for said land and there is a balance due unpaid for which Judgement was rendered by the Freedman's Legr. on the 26th day of May 1853 which with interest amounts to 138.04 besides costs. It is therefore adjudged and decreed by the court that the complainant recover of said defendant said sum of \$138.04 and the costs at law to be ascertained by the Clerk & Master proceed to sell the land by the court that the Clerk & Master proceed to sell the land in the pleadings mentioned to the highest bidder for cash unless 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 sufficient to pay the debt and cost to be paid out of the fund first and the remainder to be applied to the debt. If the complainant any balance of the debt remaining unpaid wife will issue for all other matters are reserved until the coming in of the report the court is of opinion and so decrees 197, that the defendant Mary A. has no title or interest in the land.

M & Puffy vs Joseph White, Anna White & Joel River

Be it remembered that this cause came on for final hearing before Chancellor Ridley upon the 7th day of February 1854 upon the report of the sale of the land the pleadings and decrees which is as follows. In pursuance to the decree of this

court the defendants Joseph White and Anna White failing to pay to M & Puffy the sum of \$94.37 and \$51.11 with interest from the 15th of December 1838 with in three months from the 12th July 1838 as required by the decree and there on I advertised the sale of the tract of land in all 125 acres in district No. 10 in Macon County adjoining the lands of William Hargis and others the said Anna White residing on said land at the time of the decree the same specified in the decree which advertisement was according to the decree and on the 15th of October 1838 on the premises I exposed the same to bid to the highest bidder for cash and thereon complainant M & Puffy bid the said land off at the sum of 750 which was applied to the payment of costs which amounted to more than that sum which is respectfully submitted 7th Feby 1834.

Said Report being unaccepted to is in all things confirmed. It is therefore decreed by the court that all the rights and claims that the said Joseph White and Anna White have in said tracts of land amounting to one hundred and thirty five acres adjoining the lands of William Hargis & others in Macon County in district No. 10 be divested out of them and vested in complainant M & Puffy and their heirs forever it is further ordered that a writ of possession issue to the sheriff of Macon County to place the complainants in possession and turn the defendants out of possession of said tracts of land sold as aforesaid ordered that a copy of this decree be issued for registration and that complainants pay the costs of this suit and life issue.

James A. Brunson vs Gilbert H. Ayres & Samuel Sullivan (single)

Be it remembered this cause came on to be heard before His Honor Chancellor Ridley on the 7th day of February 1844 and it appearing to the satisfaction of the Court that the defendants have been duly served with process and they have failed to plead answer or demurr to the bill and the Court being about to adjourn it is ordered by the court that the bill be taken for confessed and set for hearing and thereon the cause was heard by the court on the bill and the order pronounced and it appearing to the court that the defendant Segraves is indebted 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 defendant Sullivan redeemed the land mentioned in the pleadings but had paid over a part of the money to his co-deft. Segraves before the filing of the bill but has paid into court the sum of \$52.34 which should be applied to the extinguishment of the debt of complainant. It is therefore adjudged and decreed by the court. Segraves said sum of \$74.75 and the costs at law and that the clerk retain in his hands a sufficiency of said sum of \$52.34 to pay costs & pay to complt. said sum of \$52.34 in extinguishment of said indebtedness excepting what may be necessary to pay costs and issue an execution for the balance. It is further decreed that complt. have this judgement over against deft. S Segraves for the amount of the costs & life issue.

P 199. Hugh Douglas & yrd Douglas vs W. H. Vantress, Keady A. Hagg Jefferson B. Short, J. C. Marshall, William B. Tilford and Wm. M. Parker defts.

Be it remembered that this cause came on to be heard before Chancellor Ridley on the 7th day of February 1844 upon the pleadings and proof in the cause whereon it satisfactorily appeared to the court that Kennedy M. Hagg had title to the following tract of land Beginning on a stone in a Beech stump and a Beech pointer near the corner of the fence Running thence South 61° West 34 poles to a honey locust; thence North 71° West 75 poles to a stake in the Branch; thence North 38° West 32 poles to an elm on the side of the Branch near the mouth of the lane; thence South 40° West 30 poles up the hill to a white ash; thence South 45° West 36 poles to a hickory thence South 85° West 14 poles to a stake; thence North 79° West 10 poles to a chestnut oak; thence South 51° West 18 poles to an oak & Lynn in a hors line; thence North 50 poles to a Beech M. G. Ford's corner; thence North 20° East 50 poles to two beeches said Ford's Northeast corner; thence West 34 poles to a Lynn & Beech corner; thence North 42 poles to a Hickory Buckeye and Beech the beginning corner to a 23 acre survey; thence West 70 poles to a sugar tree & Logwood S V corner of the 23 acre survey; thence North 30 poles to a poplar the N W corner of the same; thence East 24 poles to Dixon's Beech corner; thence with said Dixon's East boundary 20 poles to a stake in his field; thence West 70 poles to an oak said Dixon's S E corner in Wright's S V corner; thence East with said line 30 poles to a Buckeye & ash stump; thence south with Thomas West boundary 99 poles to an Elm Thomas McClard's corner; thence East 80 poles to a white ash on the top of the P 200 ridge marked as a corner; thence south with the meanders of the ridge to a sugartree and white ash H. C. Ford's corner; thence West 60 poles to a white oak; thence south 42 poles to the beginning and on the 8th day of August 1848 sold to W. H. Tilford & W. H. Vantress for the price of \$600 and the said Hagg received all the purchase money except the sum of \$329.90 etc. for which the said Tilford & Vantress executed their note to said Hagg payable 2d August 1849 and which note 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 3th day of January 1849 and they obtained judgement on said note in the Macon Circuit Court against said Hagg and sold said land on the 19th day of January 1850. It further appeared 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. Vantress with the assent of goods said Vantress and that said Tilford sold and purchased goods in the name of the said Vantress with his assent and that said Tilford purchased goods of the complainants H & B Douglas and took his notes therefor in the year 1848 and on the 23d day of August 1848 the said Tilford assigned said title bond over to H & B Douglas with the assent of the said Vantress who had no interest in said land or bond. It further appeared that the said Short & Marshall bid in said land and (?) or advanced their bid and deft. Parker & others three years ago is specified in the answer the court is of opinion any decree that the title bond being registered in the county of Macon on (?) Sept. 1848 that defendants Short and Marshall had was to have the said land; the title to H & B Douglas; that after the payment of said Purchase money they the complainants 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 for redemption on part of Parker. It is therefore ordered and decreed that the said sale and advancing their bid and the redemption on the part of Parker be set aside and overruled and the land 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 Douglas to ascertain the same it is referred to the Clerk & Master to take an account and report the amount of the purchase money due, the amount of rents and the amount of the debts of H & B Douglas and the value of the land which being made by the Clerk and accepted 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 defendants Parker Short & Marshall have been in possession is \$120.00 leaving \$308.17 the complainants H & B Douglas' debts amount to \$673.66 and the value of the land amounts to \$700.00. Whereon it appearing to the court that the land is not sufficient in value to pay the purchase money and complainants' debts, amounting to the sum of \$365.49 and the parties herein court agree to dispense with the sale of said land by the Clerk and the defendants Wm. M. Parker who is now in 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 the purchase money as aforesaid and having this day paid or secured to be paid in six months the complainants H & B Douglas \$400.00 of their debt, reported and a credit of 4000 having been given upon the \$60.3 note of said Filford dated 18th day of February 1848 and due the 18th day 1848 amounting at this time to 403.8 which is deposited with the Clerk of this court it is therefore ordered and decreed by this court that the right and title of all of said parties in said land be divested out of them and vested in the said William M. Parker and his heirs & assigns forever. It is further ordered that 1/2 of the costs of this case be paid by complainants H & B Douglas and the other and half of the costs be paid by the defendants and that filia issue.

Ellis B. Kemp vs Leroy Wakefield (Order)

In this cause it appears to the satisfaction of the court that said defendant Leroy Wakefield is a non resident defendant that publication has been made as required by law it is therefore ordered by the court that Judgment pro confesso be taken and this cause set for hearing experts as to him, he having failed to answer and the court being about to adjourn and it further appearing to the satisfaction of the court that said defendant is a minor and has no regular guardian in this state and that James M. Wakefield would be a suitable person and is therefore appointed Guardian ad litem to answer for said minor Leroy Wakefield.

Ellis B. Kemp vs Leroy Wakefield (Int. Decree)

Be it remembered that this cause came on for hearing before the Honl. B. L. Ridley Chancellor & C on this 7th day of Feb'y 1854 when from Bill filed which was sworn to Exhibits answer of Guardian ad 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 decreed by the court that the lands mentioned in the pleadings

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 lien on the land for the purchase money that the costs of this proceedings be first paid out of \$50.00/100 to be paid in hand by the purchaser including Solicitor DeWitt of \$20.00 Dollars.

Sophia W. Meador vs Moses Meador (Final Decree)

The complainant having filed an order in writing directing a dismissal of her Bill and the defendant agreeing to pay the costs. It is ordered by the court that said Bill be dismissed and the defendant pay the costs for which filia may issue.

T. P. Gifford et als vs Almira Gifford

In this cause upon motion of complainants' solicitor, it is ordered by the court that the Bill be dismissed and to Gideon Gifford and that he pay the costs of the dismissal for which filia may issue.

T. P. Gifford vs Almira Gifford

Be it remembered that this cause came on for hearing upon the exceptions of complainants to the answer of defendant on this 14th February 1854 before the Honl. B. L. Ridley Chancellor & C and the court having examined and fully considered the whole matter, it is ordered by the court that said exceptions be over ruled and disallowed.

White vs Ferguson Guardian

This cause is continued on an affidavit of complainant and leave given to take proof specially.

Seems et als vs Weems et als

In this cause the complainants appeal from the decision on decree pronounced at this term of the court in this cause which is granted upon condition that complainants by their guardian enter into bond in the sum of two hundred and fifty dollars on or before the second rule day.

and then the Chancellor was pleased to adjourn to the next regular Term. Brownfield 11/15/54

Lafayette July 10th 1854

Be it remembered that on Monday the 10th day of July A. D. 1854 the same being the 23rd Monday in said month and the time appointed by law for holding the Chancery Court at Lafayette, the Honl. Samuel L. Fife Special Chancellor by appointment of the Governor of the State of Tennessee for holding said court, appeared in the court house took his seat ordered the sheriff to open court which being done the court proceeded to the dispatch of public business when and where the following proceedings were had and held to wit the commission of the special Chancellor and accompanying affidavit is as follows.

Andrew Johnson

Governor of the State of Tennessee
To all who shall see these presents Greetings ---
Whereas it has been certified to me by Brownfield L. Ridley

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 Attorney General at Carthage. On the 17th July next, I do therefore hereby appoint Samuel M. Fite of Carthage a Special Chancellor to hold the said term of the said court at La Fayette, Gainsboro & Carthage hereby confirming upon the said Samuel M. Fite as special Chancellor as aforesaid all the powers privileges, and emoluments to said appointments by law appertaining.

In Testimony whereof I Andrew Johnson Governor as aforesaid have hereunto set my hand and caused the Great seal of said State to be affixed at Nashville this 6 day of July 1864. Andrew Johnson (Seal)
by the Governor

W. M. Ramsay Secy. of State

I Samuel M. Fite do solemnly swear that I will support the constitution of the United States and the constitution of the state of Tennessee and that I will administer Justice without respect to persons being equal right to the poor and the rich and that I will faithfully and impartially discharge and perform all the duties incumbent on me as a special Chancellor according to the powers conferred upon me by the best of my skill and ability to help me God. Samuel M. Fite
sworn to and subscribed before me this 10th day of July 1864
J. C. Marshall J. P. (Seal)
for Leon county

William Payne vs William H. Adams (final decree)
and it is remembered that this cause came on for final hearing on this 10th day of July 1864 before the Hon. Saml. M. Fite Chancellor assigned to hold the Chancery court of Leon county upon the report of the master in the words and figures following:

On this cause the Clerk & Master reports that after advertising the land in the pleadings mentioned as prescribed in the decree of last February Term he sold the same on the 17th of April 1864 on the premises to William Payne the complainant for the sum of one hundred & sixty seven 50/100 dollars the amount of complainants debt and costs of this suit the said Payne being the highest and best bidder at that price whereupon the said Payne paid down twenty seven 75/100 dollars the amount of the costs and Receipted the master for the amount of his debt and interest which is on file all of which is respectfully submitted. W. M. Claiborne Clerk
This being unexpected to be in all things confirmed. It is therefore ordered adjudged and decreed by the court that all the right title and interest of the respondents in and to the land mentioned in the pleadings lying in Leon County Tennessee District No. adjoining the lands of James Hearle on the South and Galt and Lauderdale on the East of William Payne on the South and of the heirs of John Smith on the West containing by estimation one hundred and fifty seven acres more or less be divested out of them and vested in complainant William Payne his heirs and assigns forever. It is further decreed that a copy of this decree be certified for registration at the court of complaint.

Daniel J. Cass Guardian &c vs Ferguson et als

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

Amel. C. Claiborne vs W. Holland & S. Swearingen admrs. & C

This cause is continued in consequence of the incompetency of the court to try the same.

Fite vs Ferguson

This cause is continued in consequence of the incompetency of the court to try the same.

James et als vs Leavelle et als

This cause is continued in consequence of the court to try the same.

Bifford et als vs Bifford &rx.

This cause is continued by consent of parties on both sides.

Claiborne & wife vs Ferguson Curran

This cause is continued in consequence of the incompetency of the court to try the same.

Marsh next friends C. & John E. Ash

This cause is continued in consequence of the incompetency of the court to try the same & motion set aside to set aside the verdict of the Jury is also withdrawn without any action on the same by the court.

Ferguson vs Ferguson

This cause is continued in consequence of the incompetency of the court today the same but by consent of Parties the defendants have until October 1st 1864 to answer & the court to the bill so as to not delay the hearing of the cause.

McKinzie vs James McKinzie (divorce)

This cause is continued by consent until the next term of the court.

Abriella Story vs Samuel Story, James Story and Benjamin Story

Be it remembered that this cause came on for hearing before the Hon. S. M. Fite Chancellor assigned on the 10th July 1864 upon the bill and process filed against deft. Samuel and the proof in the cause and it appearing to the satisfaction of the court that publication was prayed for deft. Samuel and afterwards the subpoena was regularly served by the sheriff of Leon on said defendants and all the parties are properly before the court. It is further ordered to the satisfaction of the court that deft. Samuel did strike above and all trial the complainant so as to render her condition unsafe and intolerable to live with him as his wife. It is therefore ordered adjudged and decreed by the court that the bonds of matrimony subsisting between the complt. and deft. Samuel be dissolved and that complainant Abriella be restored to all the rights of a free sole and her name changed from Abriella Story be changed to her maiden name Abriella Jones. It further appears to the satisfaction of the court the parties had entered a compromise as to alimony which is in the words &

In Murray et alq vs James et alq and James vs Wilson et alq
This cause is continued by consent with leave to take
proof generally.

Stueblefield vvs vs Stueblefield et alq
This cause is continued to, consent until next term

Claiborne & wife vs Ferguson
Leave is given defendant to plead answer or demur to
complaints filed by her, by Feb 1854 so as not to delay the
hearing.

Claiborne et alq vs Watts
This cause is continued until next term.

Munroe vs Munroe et alq
The Clerk is authorized to pay a reasonable portion of
the fund for the benefit of the children of the said Mary
Munroe when necessary and he being satisfied that the same
will be properly applied Stephen Turner and Isaac L. Cook
and Andrew McCain licensed attorneys at law appeared in court
and upon motion were qualified as solicitors and admitted to
practice as such in this court.

And do further business appearing the Special Chancellor
was pleased to adjourn until the next regular term:

D. M. Fitts

It is remembered that upon Monday the 5th day of February 1853
the same being the first Monday in said month and the time
appointed by law for holding the Chancery Court at Lafayette
the Hon. D. L. Ridley Chancellor & 3 appeared in the Court
took the seat and proceeded to the dispatch of public business
when and where the following proceedings were had and held
to wit:

John J. James vs D. M. Thompson (Proconfesso)

It is remembered that this session for hearing before
Chancellor Ridley on the fifth day of February 1853 upon the
motion of court James for judgment proconfesso against
Thompson. It appearing that publication had been regu-
larly made as to defendant according to law and that he has
failed to appear this session or demur according to the rules
of this court it is therefore ordered that the bill of com-
plaint James be taken for confessed as to said defendant D. M.
Thompson and this cause set for hearing experts as to him.

14. February Term 1855

It is remembered that since the last term of this court Daniel
C. Claiborne the former Clerk & Master resigned said office
and thereon the Chancellor was pleased to appoint John Claiborne
Clerk & Master protem until the present term and now the
Chancellor seems fit to appoint said John Claiborne Clerk &
Master of this court for the regular term of six years where-
upon the said John Claiborne 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 Tennessee and also an
oath of Office said Claiborne also tendered four several bonds
which were accepted by the court and ordered to be recorded
said bonds are as follows.

Know all men that we John Claiborne, Daniel
C. Claiborne, Daniel C. Purley, Joseph Woodcock, Brice R.
King, Jacob G. Cartwright, Jesse Freeman, James H. Taylor.

Wesack Parker, Henderson Claiborne, Bennett Wright and
Jefferson B. Short all of the county of Macon and state of
Tennessee are held and firmly bound unto said state of Tennes-
see are held and firmly bound unto said state of Tennessee
in the sum of five thousand dollars to which payment we bind
ourselves our heirs executors & administrators jointly & sev-
erally firmly by these presents signed sealed and dated the
8th February 1855 whereas the above bound John Claiborne has this
day been appointed Clerk & Master of the Chancery Court of
Macon County for the term of six years from this date; now
the condition of the above obligation is such that if the said
John Claiborne shall faithfully collect and pay over all fees
and forfeitures agreeable to law during his continuance in of-
fice then to be void otherwise to remain in full force and
virtue.

John Claiborne (seal)
Daniel C. Claiborne (seal)
Daniel C. Purley (seal)
Joseph Woodcock (seal)
Brice R. King (seal)
Jesse Freeman (seal)

James Taylor (seal)
Jacob G. Cartwright (seal)
H. Claiborne (seal)
Bennett Wright (seal)
J. B. Short (seal)

15. February Term 1855

Know all men that we John Claiborne, Daniel
C. Claiborne, Daniel C. Purley, Joseph Woodcock, Brice R.
King, Jacob G. Cartwright, Jesse Freeman, Henderson Claiborne,
J. B. Short, Jesse Freeman, Bennett Wright, and James Taylor
all of the county of Macon and state of Tennessee are held
and firmly bound unto said state of Tennessee in the sum of one
thousand dollars to which payment we bind ourselves our heirs
executors and administrators jointly and severally sealed and
dated the 8th February 1855 whereas the above bound John
Claiborne has been this day appointed Clerk & Master of the
Chancery Court of Lafayette for the term of six years; now the
condition of the above obligation is such that if the said
John Claiborne shall well faithfully account for all moneys
all moneys arising from taxes on suits collected by him as
Clerk & Master aforesaid during his continuance in office then
the above obligation to be void otherwise to remain in full
force and virtue.

John Claiborne (seal)
Daniel C. Claiborne (seal)
Daniel C. Purley (seal)
Jacob G. Cartwright (seal)
Joseph Woodcock (seal)

Jesse Freeman (seal)
James Taylor (seal)
Jacob G. Cartwright (seal)
H. Claiborne (seal)
Bennett Wright (seal)
J. B. Short (seal)

Acknowledged by all the obligors hereto and accepted by me

and ordered to be recorded this 5th February 1855

Bromfield L. Midley, Chancellor presiding
 Now all men by these presents that
 John Claiborne (seal)
 Daniel O. Claiborne (seal)
 Daniel O. Purley (seal)
 Joseph Woodcock (seal)
 James Freeman (seal)
 James Taylor (seal)
 Womack Parker (seal)
 E. G. Cartwright (seal)
 H. Claiborne (seal)
 Bennett Wright (seal)

are held and firmly bound unto the state of Tennessee in the sum of five thousand dollars well and truly to be paid, we bind ourselves our heirs our executors and administrators jointly and severally firmly by these presents signed sealed and dated this the 5th day of February 1855; now the conditions of the above obligation is such that where as the above bound John Claiborne has this day been appointed Clerk & Master of the Chancery Court at Lafayette in the County of Macon and the state of Tennessee aforesaid for the term of six years; now if the said John Claiborne shall as Clerk & Master aforesaid amount for no pay over all monies according to law coming into his hands as a commissioner to sell property condemned or ordered to be sold by said court then this obligation to be void and not otherwise.

John A. Claiborne (seal)
 Daniel O. Purley (seal)
 Joseph Woodcock (seal)
 James Freeman (seal)
 James M. Taylor (seal)
 Womack Parker (seal)
 E. G. Cartwright (seal)
 H. Claiborne (seal)
 J. B. Short (seal)

Witness my hand and seal this 5th day of February 1855.
 B. B. Midley, Chancellor presiding

Now all men by these presents that we John Claiborne Daniel O. Claiborne, Daniel O. Purley, James M. Taylor, Joseph Woodcock, James Freeman, James M. Taylor, Womack Parker, E. G. Cartwright, Henderson Claiborne, Bennett Wright and J. B. Short all of the county of Macon and state of Tennessee are held and firmly bound unto said state of Tennessee in the sum of five thousand dollars to which payment we bind ourselves, our heirs executors and administrators jointly and severally and dated this the 5th day of February 1855; whereas the above bound John Claiborne has this day been appointed Clerk & Master of the Chancery Court of Macon County for the term of six years now the conditions of the above 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 void otherwise to remain in full force and virtue.

John Claiborne (seal)
 Daniel O. Claiborne (seal)
 Daniel O. Purley (seal)
 James M. Taylor (seal)
 Joseph Woodcock (seal)
 James Freeman (seal)
 James M. Taylor (seal)
 Womack Parker (seal)
 E. G. Cartwright (seal)
 H. Claiborne (seal)
 J. B. Short (seal)

Bennett Wright (seal)
 acknowledged by all the obligors hereto and accepted by me
 and ordered to be recorded this 5th February 1855,
 Bromfield L. Midley Chancellor presiding

P 217, Eliza B. Goodell 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 satisfactorily appeared by the Bill filed by complainants and the proof of Wm. F. Andrews and Edward W. Gay that E. G. Goodell departed this life in 1844 having made his will which is admitted of record in the county of Tennessee by which he bequeathed the said man Payton to his wife Eliza B. for life 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 disobedient and dangerous and that it is manifestly to the interest of the tenant for life and the remainder men that said man Payton should be privately sold and the tenant for life to hold and secure the proceeds of the sale after paying the expenses of said over to those entitled in remainder it is there decreed that W. A. Bennett of summer be appointed commissioner to sell said man Payton provided the sale shall bring for less than \$900 dollars and after paying the expenses of this case and said man will have the balance over to Mrs. Goodell and take the bond of said Eliza B. with security that she at her death will pay over the principle to those entitled in remainder report to be made at next term for confirmation of sale and the title to be vested in the purchaser and the payment to them be perpetually enjoined and said judge required to return the amount said by said W. A. Bennett and interest thereon if found due and the payment of the same.

118 Mary E. Mangle et al vs W. S. Mangle et al (Final Decree)
 In this cause Allen Mangle is appointed trustee upon his entering into bond and security before the Clerk & Master for the proper discharge of his duties and the Clerk will pay over to him the trust fund in his hands said trustee will hold the fund for the use and benefit of the children of the said Andrew G. & Mary E. Mangle and expend the interest of said fund in the support and maintenance of said children said parties having separated they are to be entitled to no further interest in the fund said trustee is also authorized to expend such portion of the principal for the children as he may deem necessary the Clerk will pay J. B. Mangle will collect out of said fund for his services in this cause.

John F. McIlwerry John A. James and John J. James vs J. B. Thompson, J. P. Wilson and John F. McIlwerry
 Be it remembered that this cause being considered and the cross bill being taken for defence as to J. B. Thompson came on to be heard on this the 5th day of February 1855 before the Honorable Bromfield L. Midley Chancellor & C upon the pleadings and proof in the cause and it appearing to the court that on the 1st of March 1849 John Mangle had purchased the tanyard and 100 acres of land mentioned in the pleadings at the place of 1850. of defendant James and paid him \$200 1st March 1850 and 1st March 1854 it also appeared to the court that John McIlwerry took possession of the tanyard having taken the bond of said James to make him a title upon payment of the purchase money it further appeared to the court

On motion and affidavit of defendant this cause is continued until next Term of this court and he has leave to take the position of William Byous, Ebaucus, Benjamin, Richmond Elizabeth Harvey 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 rebutting testimony without out cost.

Charles L. Reeves & wife Arrena, Harvey Took & wife Cynthia vs. Luke Reeves & other heirs of John Reeves (Decree)

Be it remembered that this cause came on to be heard before Chancellor Midway upon the report of the commissioners appointed to allot the widow dower and the report of the Clerk and Master as to the sale of the balance of the bonds which reports are unexcepted to are confirmed, it appears to the court that said commissioners assigned to said Arrena Reeves dower the following described land to wit a tract of land in Macon County on the waters of Little Salt Creek District No. 6 containing 84 acres and bounded as follows: Beginning at an oak bush in William Holland's line; thence South 72° East across the field 72 poles to an oak bush; thence North 40° East 58 1/2 poles to a white oak; thence North 32° East 117 poles to a red oak; thence South 70 1/2 West 131 poles to a black walnut; thence South 10 poles to the beginning. It further appears to the court that the balance of the land belonging to said estate of John L. Reeves was divided into two lots and that the Clerk & Master after serving the notice required by the decree said said lands on account of one had two acres (except a sum sufficient to pay the cost) on the premises on the 28th April 1864 when & where Luke Reeves became the purchaser of lot No. 1 for the sum of fifty dollars he being the highest and best bidder. He paid in cash \$11.68 1/2 & executed his two notes due in one and two years each for \$19 10/100 with C. L. Reeves security which said lot is bounded as follows: Beginning at a white oak in a field running; thence South 40° East two hundred poles to a chestnut thence East 49 poles to chestnut Perigee corner; thence North 69° East 110 poles to two dogwoods; thence North 40° West 18 poles to a white oak; thence South 50° East 50 poles to dogwood; thence South 40° East 6 poles to a gum; thence North 30° West 75 poles to a poplar; thence South 75° West 58 poles to two red oaks; thence South 35° West 117 poles to the beginning containing 173 acres Lot No. 1 was bid off by Charles L. Reeves at the sum of three hundred dollars and paid down \$89 96/100 and gave his two notes for \$120 52/100 each due in one and two years with Luke Reeves security which said lot No. 1 is bounded as follows: Beginning at an oak bush in Holland's line running; thence South 72° East 72 poles to an oak bush; thence North 40° East 58 1/2 poles to a white oak; thence South 40° East two hundred & ten poles to a white oak & chestnut; thence South 68° West 60 poles to a stake with white oak and Hickory pointers; thence South 64 poles to a Spanish oak; thence South 40° West 47 poles to a chestnut & oak; thence South 25° West 250 poles to two gums & two chestnuts & C; thence North 50° West 200 poles to a hickory; thence North 30° East 20 poles to a hickory; thence North 10° East 108 poles to a stake; thence South 40° East 58 poles to a poplar; thence North 70° East 32

poles to a white oak; thence North 90° East 52 poles to a chestnut; thence North 40° West 180 poles to a poplar; thence North 25° West 14 poles to a gum stump or stake; thence North 82 poles to the beginning containing 502 acres. It is therefore ordered and decreed by the court that all the right title interest of the parties in said lots No. 1 & 2 be divested out of them and vested in said Lot No. 1 in said Charles L. Reeves and said Lot No. 2 in said Luke Reeves and all title to said dower tract for and during the life of said Arrena Reeves be divested out of said heirs and vested in said Arrena Reeves for & during her natural life the Clerk & Master reported \$25 dollars a reasonable fee for complainants solicitor it is ordered that the same be allowed and taxed in the bill of cost the Clerk will proceed to collect said notes as they fall due and no tribute the same together with any balance of amount paid in cash that may remain after paying costs to those entitled a lien is retained on the land for the unpaid purchase money.

P 224, Charles J. White vs Patrick Ferguson guardian of Alexander Ferguson et als (Injunction bill Final decree)

Be it remembered that this day came the complainant by his solicitor and says he desires to dismiss his bill. It is therefore ordered and decreed by the court that the injunction heretofore granted in this cause be dissolved that the bill be dismissed, that complainant pay all costs and that execution upon as to law and that solicitors Dewitt be entitled to the sum of fifty dollars of said Guardian for his fee; the same being reported to be reasonable by the Clerk & Master for which title may issue & C.

Edward Gifford et als vs Almira McClannahan & husband McClannahan

Be it remembered that this the 6th day of February 1865 before Chancellor Midway the following compromise and agreement was made by the complainants and defendant to wit the undersigned Edward Gifford, John Parker and his wife Francis Parker and his wife Elizabeth Jacob Gifford the children of T. L. Kealing, Franklin, Joseph Lafayette, Lucy, Alice Kealing and Gid Gifford children of Joseph Gifford and (C. L. McClannahan and wife Almira the widow of Joseph Gifford had this day come into open Court and agreed upon the following settlement and compromise of all the rights touching the tract of land on which McClannahan & wife now resides the same mentioned in the placards now pending in the Chancery Court at Fayetteville the homelands specified in Joseph Gifford deed of gift to said Almira in Macon County on the East fork of Ocoee Creek and the decess Sam and Jacob thereof mentioned and like wise the personal estate of the said Joseph Gifford and at the time of his death household and kitchen furniture stock and any other (and any other) portions or parts said Joseph Gifford's estate this compromise settles said Chancery suit in Macon and any other matter between the said heirs and children of Joseph Gifford and the widow, the said Almira and husband McClannahan. The said heirs the undersigned of Joseph Gifford agrees to pay the said Almira McClannahan fifteen hundred dollars in cash or current Bank Bills within thirty days from this date and in consideration of said payment the said Almira and husband agrees that the title of

Jenkins it is ordered by the Court that he be appointed guardian to Samuel Sam an infant orphan of Lewis Sam local who took the oath and Executed and executed the covenant required by law with James Johnston, John A. Fare and N. Y. Hillman as his securities conditioned as the law directs which as follows to wit: We Samuel A. Jenkins principal and James Johnston, John A. Fare and N. Y. Hillman his securities do hereby do and with the commonwealth of Kentucky that the said Samuel A. Jenkins who has been appointed guardian of Samuel Sam shall faithfully discharge the trust of said guardian according to law 35 day of December 1864. S. A. Jenkins (s. al.)
John A. Fare (s. al.)
N. Y. Hillman (s. al.)

State of Kentucky Monroe County
J. John A. Conklin-Clerk of the Court in said County and State do hereby certify that the above and foregoing proceedings are a true copy of the proceedings in said Court now on record in my office and that the appointment of said Jenkins guardian as above said do shall bind the bond or covenant is in accordance with the laws of this State and that the said Samuel A. Jenkins guardian as above said is as well as his securities James Johnston, John A. Fare and N. Y. Hillman perfectly good and solvent given under my hand and seal this 30th day of December 1864
Wm. C. Johnson (s. al.) presiding Judge of the County

State of Kentucky Monroe County
William C. Johnson presiding Judge of the Monroe County Court do hereby certify that John A. Conklin is and was at the time thereof Clerk of the County Court of said County and that his signature to the above and foregoing certificate is genuine and that all of his official acts are entitled to full faith as such and that the above proceedings together with the bond or covenant of the said Jenkins as guardian is in accordance with the laws of said State and that the said Jenkins guardian as above said is as well as his securities James Johnston, John A. Fare and N. Y. Hillman perfectly good and solvent given under my hand and seal this 30th day of December 1864
Wm. C. Johnson (s. al.) presiding Judge of the County

State of Kentucky Monroe County
J. J. Conklin-Clerk of the County Court and State do hereby certify that Wm. C. Johnson is and was at the time thereof the presiding Judge of the Monroe County and that his said signature is genuine that he was duly elected Commissioner and qualifies as such and full faith and credit are due and ought to be given to all his official acts as such.

Given under my hand this 30th day of December 1864.
Conklin, C. R. C. C.
Which said mand on being examined by the Court ordered to be spread upon the minutes of this court.

O. A. Delaney Administrator vs David Clark & Co (Interlocutory decree)

This cause came on to be heard upon argument on this 6th day Febr. 1865, and the same being argued & understood by

the court said answer is over ruled and leave given said Defendants to reply upon the same in their business. It is further ordered that Eliza 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 & Delaney & others who answer with them until the 1st Monday in April on or until within the week of the next Circuit Court term and said bill so as not to delay the hearing of the cause leave is also given said Defendants to file a cross bill in the cause should they deem it necessary upon the filing of the answer of said Eliza Oglesby. On motion of Eliza Oglesby the court appoints a Guardian ad litem for the minor, Hannah Brandon & John M. Brandon for John Carr, to file these answers and make defense to the bill of interpleading. The answer to be filed within the week of the next Circuit Court.

John & Katherine Claiborne vs Patrick Ferguson

As it came on to be heard on the 6th day of Febr. 1865 before Chancellor Ferguson the demand of said Plaintiff to said bill; and the matter being seen and further understood by the court it appears to the court that said bill as well taken and that this court has no jurisdiction of the matters set up in said bill; therefore is ordered as decreed and decrees that said bill be dismissed without prejudice to complainants filing another bill. The complainants will pay the costs for which said bill was taken.

John & Katherine Claiborne vs Patrick Ferguson (s. al.)
As it came on to be heard on the 6th day of Febr. 1865 before his Honor Chancellor Ferguson upon the bill presented in proof of the cause and as the bill was taken and the matter being seen and further understood by the court it is ordered and decrees that said bill be dismissed without prejudice to complainants pay the costs for which said bill was taken.

In this case it appearing to the satisfaction of the court that John M. Tacey, Charlotte Tacey, Hannah Tacey Defendants are minor and have no regular guardian that the Clerk & Master John Claiborne would be a proper person to act as such, it is therefore ordered by the Court that said Clerk & Master be guardian ad litem for said minor Defendants David John M. Tacey, Charlotte Tacey and Hannah Tacey.

p132 Daniel J. Claiborne vs William Holland and William Holland
vs D. J. Claiborne & John Claiborne and Hannah Tacey
Administrator of Alfred Eugene Tacey.

As it came on to be heard on the 6th day of Febr. 1865 before his Honor Chancellor Ferguson the demand of said Plaintiff to said bill; and the matter being seen and further understood by the court it is ordered and decrees that said bill be dismissed without prejudice to complainants pay the costs for which said bill was taken. In 1837 the Defendant John Claiborne advised and encouraged said Holland to enter and procure the land in controversy that although he afterwards entered the land for his son Adam F. Claiborne got the said Adam F. is bound by his acts in 1837 the court is of opinion and decrees that there exists an equitable Estoppel on the said John and Adam F.

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Index/14 Zaklady/17 Język/18 Zapis/19

As it is remembered that this copy page on 18/11/1942, 1-1-1-

To withdraw their title papers--

William Marsh & Co. vs. John Marsh

• *Journal of the American Medical Association*, 1954, 158: 1000-1001

320

Lafayette Chancery Court, Feb. Term 1955

Be it remembre that ~~that~~ this cause came on to be

From which decree complainant prays an appeal to the

John Claiborne & wife Catherine Catharine Claiborne vs Patrick

4 It happened that this cause came on for hearing before

...the

-in a and proof in the cause. Therefore, it satisfactorily appears that the agent that the same language who is a brother of the

the court that Alexander Ferguson, who is a brother of the
the case was involved among other things to his sister.

three notes one for \$50.-1813; another 1814 one for \$18.

due 19th sept. 1813 - and the other - or 18. due 24th day of June

1915-1916 that the couple married in 1916 and the date

Alexander F.erguson agreed to hold this indenture to his

Winter and trust fund for her separate use and kept the same

secret from her husband and which notes were discovered with the defendant. In addition, the defendant was also in contact with

2. is that of a commoner. Her possession until her death

in 1838 and after her death the same were delivered over to

Patrick Ferguson who kept them until he filed them with his

answer, it further appeared that their mother Isabella, died in

18.2 and Adam Fergusson qualified as first shooter and, Sam Sied

seize and possessed of woman and child. Several days ago
 the man, 26 years of age, and a sickling infant, the Expositor

the "center" upon the 14th of March 1893 advertised and sold

the said woman Judy and her infant Catherine were the child-

-ran as least ten of said testator and all of said children

were present at said sale in the county of Marion then Smith

County and complt. Catharine attended said sale for the purpose of

of buying in Rachel, and Adam Ferguson was willing to give

2750 for said negroes it is proving that the said negroes were
that such is further evidence to the said Alexander

...the presence of the said Adam, Patrick and Catha-

being made the following contract in consideration that said

distributors would permit him to buy in. Judy and children for

the reduced sum of \$525, he agreed that said purchase so far

as Rachel was concerned should be for the benefit of his sister

that she had the child placed, belong to Catherine in discharge of said indebtedness. It is also to be noted that the said Catherine, it was further stated that the contract and agreement should be kept a secret from the complainant John Labarre, her husband who was embarrassed and that he would hold said Rachel as the separate property of the said Catherine, that he would keep her with her mother until she should get some other and that he would make her a deed of gift for her when a couple to it safely or get her another girl in her place, it further appears that the said Alexander repeatedly said to his becoming a Lunatic acknowledged the validity of this contract and agreed to enforce it all which was kept a secret from said John until the fall of 1890 sometime before that the said Alexander had been declared a Lunatic. It further was stated that the said woman Rachel departed this life in January last leaving infant child by the name of Mary Jane, the court is of opinion that trust exist in this case that can be enforced in a court of equity that the contract said girl Rachel was purchased for the said Catherine and she is entitled to have the title of the infant Mary Jane vested in Catherine and an account for the hire of Rachel from said purchase up to her death and the said Alexander charged them with interest. It is therefore decreed by the court that the right of Alexander's reversion to the infant Mary Jane be vested out of Alexander's reversion and vested in Catherine Catherine and entitled upon her for her sole and proper use, estate and because it does not appear what a reasonable hire of Rachel would be up to her death. It is ordered that the said be referred to J. A. Wilson a special commissioner who will take proof and ascertain and report what said hire amounts to giving credit to said woman Rachel for the same for the time being until she dies. Catherine, He will also be allowed to have all the money that he has paid for the said child be allowed to him and any amounts that may be due for nursing said child will be accounted for him. It is further ordered that the said guardian pay the costs of this suit with the exception of 15 depositions taken or omitted. It is further ordered that the guardian deliver up the child Catherine to the said informant when applied for. It is further ordered that the special commissioner report the amount of the fees of the guardians council which will be paid with the balance of the proceeds of the sale of said estate and the first ten depositions of all communications which were not heard and finally and which on it will pay as said J. A. Wilson and J. A. Wilson, William W. Williams, James H. King, Jason Howell, James Howard, Joe C. Cobb, Jesse Freeman, Richard Freeman, Jesse Freeman, and John Cunningham. It is ordered that a writ of possession for the said Mary Jane issue whereof to deliver her on demand, costs, or less if any.

William Claiborne & Lucinda Anderson Claiborne Alfred P. Anderson
Mary F. Anderson & their guardian Henderson Claiborne Wm. T.
Claiborne & his next friend Henderson Claiborne

It is remembered that this issue came on for hearing before Chancellor Wiley on the 7th day of February 1886 upon the pleadings taking the court for a construction of the will of Alfred Payne dated the 11th day of May 1884 and for instructions the court is of opinion and so orders that all the property real and personal of the testator be sold and the proceeds

1. The said daughter Martha since intermarriage with her son
 2. The said son and three children then living and any children
 3. The said wife a child, part and the said son and no de-
 4. cendant that the estate is charged with out of the said
 5. estate and a portion of all the children including the
 6. said son and children the estate is to be held in common and
 7. not divisible until the marriage of the surviving at age of the
 8. children when such child may have the portion of said estate
 9. leaving however a portion toward the said estate and a portion of
 10. the said children so that if it should die or die in infancy
 11. the two children shall have the said estate and receive
 12. the benefits of a life estate consisting of one and out of
 13. the said estate two-thirds as soon purchased and one-third and
 14. paid and except a portion of the said estate as soon as the said
 15. which will be paid over out of the said estate and the estate
 16. in the said estate and the children in each other children
 17. as the said estate is to be divided and the said estate is to be
 18. interest and portion of the estate and children as the said
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George W. Thomas et als vs John W. Kennedy et al
this case is continued As defendants are minors having
 hitherto no guardian the Court appoints J. Clerk Master
 of this court, their guardian ad litem and will defend for
 them.

agreed to divide the entire estate of the said Alexander Ferguson in to three parts subject to the agreement and stipulation heretofore expressed and the payment of the debts of said estate and the said Patrick Ferguson to receive the one third part, the said woman one third part and the said Katherine Claiborne the one third part thereof to be settled upon her and husband as specified in said bond. It is further agreed that a joint bill of sale in the name of all the parties in the Chancery Court at Madison for the sale of all the remaining lands of said estate and all the balance of said proceeds of said estate at the July term of said Court or any subsequent term of said Court of record be taken for the sale of said remaining lands and negroes, the negroes on a credit of twelve months and one and two years for the land taking bond and good security for the purchase money and the proceeds be equally divided subject to the stipulations heretofore expressed. It is further agreed that said A. Wilkinson shall at the next term of the County Court of record shall take out letters of administration on the estate of the said Alexander Ferguson and the parties agree that the said Peter A. Wilkinson shall be appointed a commissioner to make said sales and report to the Court of record on the 1st of March 1855.

John Robertson
 Patrick Ferguson (seal)
 John Claiborne (seal)
 Katherine Claiborne (seal)
 The foregoing articles of agreement were subscribed 23rd March 1855
 J. L. Elton, Register of Madison County
 State of Tennessee Madison County
 Personally appeared before me James J. Short, Clerk of said County Court of record, James Ferguson, Patrick Ferguson and John Claiborne the said party with whom said personally acquainted and who acknowledged that they executed the foregoing agreement for the purposes therein contained and Katherine Claiborne the same overt having also personally appeared before me privately and apart from her husband and the said John Claiborne and acknowledged the execution of said agreement or transfer to have been done; her freely voluntarily and understandingly without compulsion or constraint from her husband and for the purposes therein expressed. Witness my hand at office this 23rd March 1855. J. J. Short, Clerk
 Received for Registration 23rd March 1855 at 2, O K, P. M.
 J. L. Elton, Register of Madison County

39. Martin Jones vs Isaac N. Livingston & Wiley A. Prince. Decree. It is remembered that this cause came on to be heard before the Honorable B. H. Wiley Chancellor & C on the 9th day of July 1856 upon the pleadings the proof in this cause in support of the complaint and defendant Livingston and the proconfesso as to J. A. Prince - whereupon it appeared to the court that this was a proper case for an account before the Clerk of the Court which is ordered by the court: the Clerk of the Court will take proof already taken in the cause he will report to the next term what amount of trust funds has come into the hands of defendant Livingston by virtue of the transfer from Prince, he will also report the amount of said Livingston's legal disbursements of said fund; also the amount of the debts mentioned in or provided for by said transfer counting interest in all cases up to the next term. All questions are reserved until the coming in of said report.

Martin Jones vs Isaac N. Livingston & Wiley A. Prince. Pro confesso.

Be it remembered that this cause came on to be heard before the Honorable B. H. Wiley Chancellor & C on the 9th day of July 1856; and it appearing to the court that publication has been made in the Summer Flag of Gallatin for four weeks in succession commanding the defendant Wesley A. Prince to appear at this term of our said Court of Chancery and plead answer or demurr to complaint, will as required by law and it appearing that he the said Prince has failed to appear it is therefore ordered and decreed by the court that proconfesso be taken proconfesso as to him the said Prince.

Alliance of D. Patrick Ferguson & A. Decree continued from Page No. 134. It is therefore decreed by the court that the same articles of agreement & compromise between the said parties be made the decree of this court. It is further decreed that Peter A. Wilkinson be appointed commissioner who will proceed and make surveys and return Platts of the various tracts of lands mentioned in said article of mentioned, belonging to the estate of Alexander Ferguson and after advertising for forty days he will sell on a credit of one & two years the parcels of said bond and security previous to making said sales of the 130 tract which jointly belongs to John Robinson & the estate of Alexn. Ferguson, they appearing before the court by their Attorney Daniel A. Claiborne and agreeing to the appointment of commissioner to wit: Jefferson A. Short, M. A. Johnson & L. Griffith who are appointed to divide this tract between said John Robinson and estate of the said Alexander Ferguson and set apart to every J. Short the 10 acres sold to him by Alexander Ferguson in his life time. The balance of the lands are specified in the Platts filed in the cause. The title of the home tract as a credit in the said articles of agreement it vests in Patrick Ferguson and his heirs and assigns, but out of the balance of the said lands in said Patrick Ferguson be charged with the first principal and twenty five dollars as specified in said agreement, it is further decreed that the right and title of the boy Henry mentioned in the agreement be divided out of the heirs of Alexander Ferguson and vests in Patrick Ferguson and his heirs and assigns and be charged with one thousand dollars as specified in the agreement and the title of the heirs to the said Alexander Ferguson be divided out of them and vests in Mrs. Catherine Claiborne as specified in the home and said articles of agreement and she charged with one thousand dollars as specified in said article of agreement it is further decreed that the title of the negro girl Mary Jane be divided of the heirs of Alexander Ferguson and vests in Catherine Claiborne as specified in said article it is further decreed that the commissioner L. A. Wilkerson proceed after advertising 30 days and sell balance of said negroes on a credit of 12 months taking bond and good security for the purchase money in making said sales, he will regard to selling small young set of life with the mother, it is further decreed that out of the proceeds of the first sales the commissioner will pay over to said Ferguson one thousand dollars with interest from the 2nd of March last without any regard to the indebtedness of said Adam to the estate to make

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

Patrick Fergusson, Adam Fergusson, John Claiborne and his wife Catherine Exparte of Alexander Fergusson deceased Exparte

It is remembered that this cause came on to be heard before Chancellor Midley on the 4th day of February 1856, when the following instrument was presented to the Court in the words and figures as follows: for value received I transfer to Daniel D. Claiborne the thirteen hundred and six dollars and thirty three cents mentioned within as due me the 7th day of September 1856, and also the three hundred and fifty one Dollars due me the 7th day of September 1857 from my brother Alexander Fergusson Estate now in the hands of Peter A. Wilkinson Administrator 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 any balance that may be due me from said Estate on a final settlement this the 28th day of September 1855. Attests (?) H.L.W. Bratton, L.H. Brockett A. Fergusson (and)

P 257, State of Tennessee Macon County A. Fergusson with whom I am personally acquainted and who acknowledged that he executed the above transfer for the purpose therein contained witness my (?) at Office this 29th September 1855 J.B. Short, clerk

State of Tennessee Macon County Lafayette register's office Sept. 29, 1855 I George Walton register of the aforesaid county do hereby certify that the within transfer from Adam Fergusson to Daniel D. Claiborne with the annexed probate for registration is duly registered for registration 29th September 1855 at 2 O'Clock

George Walton register of Macon County It appeared to the Court that the said Adam Fergusson had duly executed the above instrument to Daniel D. Claiborne for the purposes therein mentioned. It is therefore ordered adjudged and decreed by the Court that said instrument be made a part of the decrees of this Court. It is ordered further that Peter A. Wilkinson Administrator and commissioner of the Estate of Alexander Fergusson 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 Adam Fergusson and vested in Daniel D. Claiborne forever but this decree should not prevent said Adam Fergusson from collecting any balance of his share in said Estate after paying the said sums mentioned in said instrument.

P 258, Patrick Fergusson, Adam Fergusson, John Claiborne and wife Catherine Claiborne Exparte

In the matter of reference to the commissioner to take proof and state what would be a reasonable fee for Messrs Guild and Bennett on 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 dollars; the Court being satisfied the reference should have been made to the commissioner to state what would have been a reasonable fee for Messrs Guild and 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

blennial omission and the report being excepted to on that amount which exception is considered as well taken and therefore allowed; wherefore the Court doth order and decree that the commissioner pay out said sums of \$165(?) equally that is one fourth each to Child Bennett Fite & McDonald; and that said report as thus modified with the exception of the sale of the slaves Judah and her child Isaac; be in all things affirmed so far as the commissioner has requested said report to be confirmed but this report is not 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 safely and conveniently be done; all other questions are reserved until the coming in of the final report. Patrick Fergusson, Adam Fergusson, John Claiborne and his wife Catherine Exparte upon the representation of the report of the special commissioner P.A. Wilkinson, Adam Fergusson presented his

affidavit showing the reasons why he had not bid \$6,500 for the slaves Judah and child Isaac; struck off at said sale on the 7th of Sept. last and also Patrick Fergusson presented his affidavit showing the reasons why he had not bid for said slaves and also offering to advance upon said bid so much as would make the sum in hand and fifty dollars; and the facts in said affidavit being suggested to the Court; and dispute by said John Claiborne therefore it is ordered and decreed by the Court that the special commissioners take proof touching the matters stated in said affidavits and the facts and circumstances with the sale and purchase of said slaves Judah & Isaac and report to the next term of this Court all other questions on this branch of the case are reserved until the coming in of the commissioners report.

P 259, Inoch E. Higdon vs Berrett E. Carman (Decree) In this cause complainant's security I.L. Hawk having given the notice required by law for the complainant to give other security at this term of Court. Wherefore it is ordered by the Court that unless the complainant Inoch E. Higdon give other good and sufficient security to be approved of by the Clerk & Master on or before the first rule day after this term this cause to be dismissed at the cost of the complainants.

George S. Thomas vs John M. Sweeney et al. In this cause reference having been made to me to take proof and report as to what would be a reasonable fee for the services of solicitor DeWitt would state that upon the examination of solicitors Fite & Alexander. It appears that a fee of fifteen dollars would be a reasonable compensation for his services. John Claiborne & Co. It is therefore ordered adjudged and decreed by the Court that a fee of fifteen dollars be allowed solicitor DeWitt for his services in this cause and that the Clerk & Master pay the amount out of any money coming into his hands of the estate.

James C. Weir and wife Sarah M., George S. Thomas & wife Mary E. vs John M. Charlie E. and Hannah A. Sweeney and their Guardian William John Claiborne (Decree final, Petition to sell land.

It is remembered that this cause came on for final hearing before his honor Chancellor Midley upon the report of the Clerk & Master when it appeared to the Court that after advertising the lands as directed in the decretal order made at the last

area of this Court in this case he sold the lands described in the proceedings which are bounded as follows beginning on an Elm near the branch; thence south nine poles to a poplar; thence south 101 poles to a hickory; thence north with handersone conditional line 100 poles to a stake; thence west 32 poles to the beginning another tract beginning on a poplar; thence south 30 poles to a hickory; thence west 96 or 7 poles to a hickory; thence south 90 poles to a stake; thence east 6 or 7 poles to the beginning containing by estimation one hundred and twenty acres being a credit of twelve months of the 14th day of January 1885 to J. W. McMillan at the sum of five hundred and fifty dollars he being the highest and best bidder with good money; therefore and retaineth also on the land for the purchase money.

It is therefore ordered and decreed by this Court that all the right title claim and interest of the complainants and defendants in and to said tract of land be divested out of them and vested in the said J. W. McMillan his heirs and assigns forever subject to the lien of said purchase money; it is further ordered by the Court that the Clerk of said Court pay the costs of this proceeding out of the first money that may come into his hands and that said tract of land be sold at public sale of this Court for registration.

1. John J. Hall vs Ruth Hall & K. Carr - trial

In this cause asks and obtains leave of the Court to have till the second rule day to answer or to not to delay the hearing of the cause.

John J. Hall vs John J. Carr et al

In this cause defendant says in answer to his answer that on or before the second rule day he was not to enter the hearing of the cause.

Wm. Nelson Esqr. & C. V. Stewart & Co.

In this cause defendant is allowed till the first rule day to file his answer.

John Herman's wife vs John A. Hill

In this cause defendant is allowed till the second rule day to file his answer.

William Jones wife vs J. C. Patton Anderson Patton

As it remembrance that this cause came to be heard before the Honorable J. L. Miller on the 14th day of February 1885 and it appearing to the Court that a compromise had been made between Anderson Patton one of the defendants in the cause and complainant William Jones wife March 11th of this year before the Court that Anderson Patton pay to defendant forty five dollars and 37 cents and all the costs in this cause except half of the Clerk's & Master's fees which shall be paid by complainant for which files his report.

James A. Prince vs Wesley A. Prince (final decree)

As it remembrance that this cause came on to be heard before the Honorable J. L. Miller on the 4th day of February 1885 and it appearing to the Court that defendant Prince is a nonresident of the State of Tennessee and that publication had been made for four successive weeks preceding the hearing

of the Court in the Banner Flag a newspaper published in the town of Gallatin. It is therefore ordered that this bill be taken for confessed as to defendant Wesley A. Prince and set for hearing at this time of the Court. It appears further to the Court that the defendant Wesley A. Prince has been guilty of adultery in violation of the marital vow and has deserted his wife. It is therefore ordered and decreed by the Court that the bonds of matrimony existing between complainant Nancy J. Prince and defendant Wesley A. Prince be dissolved. It is further ordered that all the rights and privileges of single persons be restored to all the rights and privileges of single persons. It is further ordered that the said complainant name be changed to Harriette name Nancy J. Livingston and that Court pay and have judgment over against defendant Prince the costs of this cause for which files his report.

William A. Oglesby Esqr. vs Wesley A. Prince (final decree)

This cause is continued by consent of the parties.

John Jones vs J. W. Livingston (final decree)

In this cause defendant says in answer to his answer that on or before the second rule day he was not to enter the hearing of the cause.

John Jones vs J. W. Livingston (final decree)

In this cause defendant says in answer to his answer that on or before the second rule day he was not to enter the hearing of the cause.

John Jones vs J. W. Livingston (final decree)

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John Jones vs J. W. Livingston (final decree)

In this cause defendant says in answer to his answer that on or before the second rule day he was not to enter the hearing of the cause.

John Jones vs J. W. Livingston (final decree)

In this cause it is ordered by the Court that V. K. Carr pay over to the parties according to the compromised agreement and order and that Samuel Carr pay to J. M. C. Gault his share of \$5.00 and the same be charged to his said Samuel's part.

John A. Jenkins vs. Arthur Jenkins
Dismissed at the complainant's cost.

William Clark vs. V. K. Carr (1st Term)
In this cause it appears to the Court that Benjamin Clark, John Clark, John Clark, John Clark, John Clark and Pleasant Clark are the legal guardian of the said John Clark. It is ordered by the Court that the said John Clark be placed in the care of the said Benjamin Clark, John Clark, John Clark, John Clark and Pleasant Clark and that the said John Clark be placed in the care of the said Benjamin Clark, John Clark, John Clark, John Clark and Pleasant Clark.

John A. Jenkins vs. Arthur Jenkins
In this cause it is ordered by the Court that the said Arthur Jenkins be placed in the care of the said John A. Jenkins and that the said Arthur Jenkins be placed in the care of the said John A. Jenkins.

John A. Jenkins vs. Arthur Jenkins
In this cause it is ordered by the Court that the said Arthur Jenkins be placed in the care of the said John A. Jenkins and that the said Arthur Jenkins be placed in the care of the said John A. Jenkins.

John A. Jenkins vs. Arthur Jenkins
In this cause it is ordered by the Court that the said Arthur Jenkins be placed in the care of the said John A. Jenkins and that the said Arthur Jenkins be placed in the care of the said John A. Jenkins.

John A. Jenkins vs. Arthur Jenkins
In this cause it is ordered by the Court that the said Arthur Jenkins be placed in the care of the said John A. Jenkins and that the said Arthur Jenkins be placed in the care of the said John A. Jenkins.

John A. Jenkins vs. Arthur Jenkins
In this cause it is ordered by the Court that the said Arthur Jenkins be placed in the care of the said John A. Jenkins and that the said Arthur Jenkins be placed in the care of the said John A. Jenkins.

John A. Jenkins vs. Arthur Jenkins
In this cause it is ordered by the Court that the said Arthur Jenkins be placed in the care of the said John A. Jenkins and that the said Arthur Jenkins be placed in the care of the said John A. Jenkins.

It also appears to the Court that the said John A. Jenkins be placed in the care of the said John A. Jenkins and that the said John A. Jenkins be placed in the care of the said John A. Jenkins.

John A. Jenkins vs. Arthur Jenkins
In this cause it is ordered by the Court that the said Arthur Jenkins be placed in the care of the said John A. Jenkins and that the said Arthur Jenkins be placed in the care of the said John A. Jenkins.

John A. Jenkins vs. Arthur Jenkins
In this cause it is ordered by the Court that the said Arthur Jenkins be placed in the care of the said John A. Jenkins and that the said Arthur Jenkins be placed in the care of the said John A. Jenkins.

John A. Jenkins vs. Arthur Jenkins
In this cause it is ordered by the Court that the said Arthur Jenkins be placed in the care of the said John A. Jenkins and that the said Arthur Jenkins be placed in the care of the said John A. Jenkins.

John A. Jenkins vs. Arthur Jenkins
In this cause it is ordered by the Court that the said Arthur Jenkins be placed in the care of the said John A. Jenkins and that the said Arthur Jenkins be placed in the care of the said John A. Jenkins.

John A. Jenkins vs. Arthur Jenkins
In this cause it is ordered by the Court that the said Arthur Jenkins be placed in the care of the said John A. Jenkins and that the said Arthur Jenkins be placed in the care of the said John A. Jenkins.

-terlocutory decree is a lien on the land and tanyard near Hartsville. It is thereon decreed by the court that unless the complainant recover of said defendant said sum of \$172.11 for which fifa issue and unless the said defendant shall within two months pay up said sum of \$172.11 with interest the clerk shall proceed to advertize and sell said tanyard, land and appurtenances to the highest bidder for cash and pay off said indebtedness 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 heretofore decreed for which fifa issue.

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

Be it remembered this cause came on again to be heard on this the 14th 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. It 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 amount to J. W. Head his fee in the cause. The costs will be paid as heretofore 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 14th day of July 1856 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 bill so as not to delay the hearing of the cause.

P 271, Stephen Holland vs Robert Dallas (In. 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 said 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 decreed by the court that the cause be referred to the Clerk & Master who will take and state an account. 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 property sold by complt. to him in annexion with the land and interest 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 of said 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.

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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 to wit. 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 believed 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 evidence adduced that they are good and sufficient and his proceedings are regular correct & legal in Kentucky and that said foreign Guardian Gum has complied with the act of assembly of this state in having a correct record of the whole proceeding of his appointment as Guardian & C committed to record 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 Monroe County for a great many years and will continue to reside there. Where upon it is further 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 premises this June 28th 1856.

John C. Tuck guardian Nathan J. Gass guardian Jehu Gum guardian & C By Fite & Alexander sol.

P 273, In the above case it is also agreed by and between complainant Samuel M. Jenkins and Defendant John 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 of the 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 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 complainant Jehu Gum's part of the suit is concerned be paid by Defendant John C. Tuck out of the funds belonging to said ward James G. Gum & that Fifa 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 hearing before the Hon. B. L. Ridley Chancellor & C on this day of July 1856 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 Jones vs Isaac N. Livingston

Agreeable to the order of the court upon the exceptions taken, the having allowed the lat 2. 3. & 4th Exception taken by the defendants counsel and allowed deft. \$10. fees for his