

151
services the report as ordered to be made final stands thus.
The defendant Livingston is chargeable with the trust fund amounting to \$246.30 cents he is with disbursements including \$10. for services amounting to \$23.90 cents which leaves a balance of \$15.40 cents.
All of which is respectfully submitted,

John Claiborne C & M

Martin Jones vs Isaac Livingston et al

Be it remembered that this cause came on 14th day of July 1856 upon the Decree and report of the Clerk & Master the said report filed being excepted to and few of the exceptions of defendant sustained the Clerk was directed to modify the report according to the order of the Court which being done the modified report stands shows that the trust funds with which defendant should be charged amounts to the sum of \$246.30 and that his proper and legal disbursements amounts to the sum of \$230.90 cents which leaves the sum of \$15.40 with which he is chargeable. It is therefore Decreed that the defendant pay the sum 15.40 into the office of the Clerk in the discharge of the costs in this case and the balance of costs be paid by defendant and fi fa issue. It further appeared there is \$52.50 due to complainant for the balance of defendant's half of the \$165. dollars note given by Prince with complt. and deft. his securities the said complt. having paid it with the exception of \$30. which defendant paid to William Bratton: It is further decreed decreed? that if the said \$52.50 is not paid in two months in to the office FIF, shall issue therefor. It is further decreed that the complainant Martin Jones recover Judgement against the principle Wesley A. Prince for the \$82.50 and interest and that the defendant recover of said Prince the like sum of \$82.50 and interest and the balance of the costs of the case both sums being the amount of the \$165 note given by Prince to William Bratton upon which complt. and defts were his securities and have paid the same as specified in this decree, it is ordered that fi fa issue in behalf of complainant and defendant.

P 275, Mary E. Mungle

It is ordered by the Court that the former Clerk & Master Daniel D. Claiborne pay to Mary E. Mungle the fund set apart and allowed her by a former decree of this Honorable Court when she may apply for the same and receipt for the same.

William Nelson Admr. Of William Stewart vs Richard Averett & Thomas Stewart

Be it remembered that this case came on for hearing before Chancellor Midley on the 14th day of July 1856 upon the pleadings and proof in the cause whereon it satisfactorily appeared to the court that the complainant recovered a Judgement on day of March 1855 before Richard Freeman an acting Justice of the peace for Macon County against the said Thomas Stewart for the sum of \$100. and costs and that Execution has issued thereon return no property found by the officer it further appears that the said Thomas Stewart on the 2nd. day of February 1855 made deed to said Averett to his interest in the tract of land lying in the county of Macon whereon said Thomas Stewart resides and likewise conveyed all his personal property to wit

151
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A grey horse, 4 head of cattle, a cow and calf, Dun Bull, a steer 25 head of Hogs two feather beds, one cupboard, clock and chest to secure the payment of a note of \$223.25. It further appears it further appears that since the date of said deed the said Thomas Stewart. And the balance of the heirs of Mumford Stewart has under the decree of the Circuit Court had assigned the said Thomas Stewart portion of said land which is bounded as follows; Beginning on a stake corner of the part heretofore sold to Richard Freeman; thence north 1/4 East 71 poles to a stake; thence west 54 poles to a rock; thence south 31 poles to a stake thence west 40 poles to a stake; thence 23 poles to a rock; thence south 26 1/2 west 77 poles to a sugartree and beach on the ridge; thence East 73 poles; thence south 1 pole to an elm; P 276, thence East 53 1/2 poles to the beginning containing 59 acres by consent of the parties it is decreed reserving all all questions made in the bill including the application of the personal the question as to the validity of the deed or liability of the defendant for any property disposed of if any that the said land and personal property be sold by the Clerk of this Court upon a credit until the first day of January next taking bond and security for the purchase money. He will report the amount of debt. Averett's debt due him included in said deed the amount and value of any of the property conveyed and which may have been sold or consumed and by whom and when and what was done with the same. All questions arising thereon are reserved.

Court adjourned till tomorrow morning, B. Ridley

Thursday morning 15th July 1856 Court met pursuant to adjournment; present the Hon. B. L. Ridley Chancellor & C.

Jackson W. Hargis vs Jno. B. Gammon Executor ? of William A. Gammon decd. and ? Michael Duffy against the same & Enoch E. Higdon against the same.

Be it remembered that these causes being ordered to be heard together, came on for hearing upon the Bill and answer whereon it satisfactorily appeared to the Court that William A. Gammon was indebted to complainant Hargis in the sum of \$50. and that he was indebted to compit. Michael Duffy in the sum of \$58. 58 cts. and Interest \$5. to Wilson & Susan and that he is indebted to E. E. Higdon in the sum of \$32.44 with interest on his two notes as thereon specified; and it further appeared that said John B. Gammon has made himself liable for the payment of said debts, he having taken the property and effects of the deceased so as to make him liable as Executor. It further appeared the negro Albert or abb of the defendant has been attached in their hands is in Jail and that (and that) Thomas Patterson is the agent of the defendant John B. Gammon. It is therefore decreed by the Court that the respective complainant recover of John B. Gammon the respective amounts due them and it is decreed that if the said John B. Gammon or his agent Thomas Patterson does not pay said debts in five days after the rise of this Court then said Clerk will sell said negro for the payment of said debts and costs the sheriff will deliver said negro Albert over to the agent Thomas Patterson. If the negro shall be sold the proceeds will first be applied to the payment of said debts and costs and the balance of said sale be paid over to said agent Thomas Patterson tolling his receipt therefor. In case of sale the parties waive the necessity of advertizing in the newspaper upon payment of

debts & costs in the case of Hargis as set forth alone, the means and effects attached in the hands of Lewis L. Segraves be handed over to Thos. T. Patterson agent as aforesaid.

William Roark vs W. K. Carr & others (Decree

Be it remembered this cause came on to be heard this day of July 1856 before the Honr. Chancellor Ridley, and it appearing to the court that process had been duly served on the Defendants John ? Jefferson Roark & wife Sarah, & Dalton & wife Elizabeth who have failed to plead answer or demur to the bill- It is ordered by the Court that the same be taken for confessed and set for hearing Exparte as to them. And thereon the cause was heard on the bill, answers, order Proconfesso and Exhibits from which it appeared to the Court that the complainant sold a tract of land mentioned in the Pleadings to N. P. Hall on the 18th Sept. 1852 and executed to him a deed reserving a lien on the land for the sum of \$1800. It also appeared to the court that there is a balance of the purchase money of \$687.29 cts due & unpaid a part in a Judgement and the remainder due by note; and the cost at law is \$9.56 cts making the sum of \$687.21 cts which amount is alien upon the land; and the complainant has a right to enforce said lien; it also appeared to the court that another suit is pending in this court by John Hall against W. K. Carr & als but the lien of complainant in this cause is superior to that of complainant in said cause of the claim of the widow for dower.

It is therefore decreed by the court that the complainant recover of said Defendant Carr, the R. P. Hall having died and having taken out letters of administration upon his estate said sum of \$687.29 cts and the costs of this suit for which fifa issue; and unless the same is paid ? month, the Clerk & Master will proceed to advertise said land and sell the same or a sufficiency thereof to the highest bidder for cash and apply the proceeds to the payment of the amount due the complainant as aforesaid. The complainant's lien has priority over any liens that exist in the case of Hall vs Hall, delivered at the present term.

Enoch E. Higdon vs Deret E. Carman

Be it remembered that this cause came on to be heard on this 15th day of July 1856 before the Honr. B. L. Ridley Chancellor & C when it appeared to the satisfaction of the Court that the Defendant Deret E. Carman is Dead and and? the complainant fails or refuses to revive his suit. It is therefore considered by the Court that the suit abates and the complainants bill be stricken from the Docket; The Injunction is and that complainant Enoch E. Higdon and his security John Short? pay the costs of this cause in this court and the Judgement of the Circuit Court in favor of said Carman of \$76.50 cts with Interest thereon from the date of Judgement March 24th 1855 and the costs of said cause in the Circuit Court of Macon County of \$174.60 cts and that fifa issue as at law against them for said sums of money.

P 279, Clifton A. Oglesby vs Elisha Oglesby decd.

Be it remembered that this cause came on for hearing before Chancellor Ridley on the 15th July 1856 upon the Bill of Interpleader, and the answer of the Defendants selling up

their respective rights touching said estate and the proof on the cause whereon it satisfactorily appeared to the court that the defendant Elisha Oglesby and the intestate Wesley Oglesby were brothers and about the year 1830 they entered into a partnership by parol as follows to wit; that they would together with their skill and labor and means and endeavor to make money and accumulate property, and it was agreed that they in the event of either dying with out issue that their partnership property should go to and belong to the survivor. It further appeared that said contract was a verbal one that it was continued acted upon and recognizing by both partners up to the death of the deceased partner Wesley Oglesby who departed this life intestate on the 30th day of March 1854 and with the partnership means from time to time the said partners purchased the negroes and and? lands as specified in the answer of the said Elisha Oglesby and that the said partners continued in the possession of said property using and holding said property real and personal as partnership property subject to their contract of partnership as aforesaid. The court is of opinion and so decrees that said contract of general partnership as aforesaid was good and binding upon said partners and their representatives. And said partners with the partnership means having purchased land and negroes and other property and taken the title thereof to themselves in a court of equity a trust exists between said partners and their representatives which would protect Elisha Oglesby in the possession of said property and said property real and personal of the firm would upon the death of the deceased partner go to and belong to the survivor Elisha Oglesby according to the terms of said Partnership contract. It further appears to this court that the bill of Interpleader was properly filed in the case, and it therefore decreed by the court that the Partner Elisha Oglesby is entitled to all of said Partnership property real and personal and that the administrator Clifton Oglesby and the balance of the Defendants the Heirs at law of the said Wesley Oglesby is not entitled to the same or any part thereof and the said personal estate including the negroes which were Partnership property will be not taken into the account of his Administrator. The said surviving Partner Elisha Oglesby being bound to pay all the Debts of the said Wesley Oglesby including his burial Expenses which has been paid by said Elisha Oglesby. It is further decreed that the costs of the cases be paid out of said partnership effects by the said Elisha Oglesby & if a issue therefor.

From which decree the Defendants Solomon McMurry & wife Sarah, ? L. Pursley, Wilson Y. Pursley, Daniel Oglesby, Elisha Pursley, William B. Pursley, Daniel C. Pursley David Clark & wife Mary, Hannah Jones, Nelly Burr & Margaret Pursley pray an appeal to the next term of the supreme Court of Tennessee which sets at Nashville on the 1st Monday in December next which is granted them, they having entered into Bond & security as required by law.

Clifton A. Oglesby vs Elisha Oglesby & als

Upon the hearing of this cause the Depositions of Clifton A. Oglesby & Henry Oglesby are objected to by the

counsel of Solomon McMurry & als for want of competency which objections were over ruled by the Court & the depositions read which were excepted to.

Patrick Fergusson & als Heirs & C of Alexr. Fergusson decd. P. A. Wilkinson special commissioner in the above cause came into Court & entered into bond with security as required by law which bond was approved by the Clerk.

P 281, John L. Hall vs W. K. Carr & als

Be it remembered that this cause came on for hearing before B. L. Ridley Chancellor on the 15th July 1856 upon the answer and proof in the cause whereon it appeared to the court that the complainant in the life of his Father Richard P. Hall purchased 100 acres of alnd set forth and described in the bill for \$700 but took no title or paper writing for the same and it further appeared to the Court that the complainant John L. paid his Father the sum of six hundred dollars for an account to ascertain the interest and consenting to the vements; but the parties agreeing and consenting to the amount of six hundred hundred and one dollar & 09cts due said complainant. It is therefore ordered and decreed by the Court that complainants recover from the Administrator William K. Carr said amount and that said Land described in the pleadings be subjected to the payment of said debt & that complainant hold a lien upon said land to secure him his \$601. 09cts from said estate after the payment of William Roark the original purchase money for the 333 acres purchased by R. P. Hall in his life and dower assigned the widow; the 100 acres being part of said tract and it is ordered by the Court that the Clerk of this Court shall proceed and sell enough of said 333 acres to pay Wm. Roark his original purchase money and then that John Claiborne, Peter A. Wilkinson com ? and J. B. Short be appointed Commissioners to assign the widow of R. P. Hall dower out of the remainder of said land and then sell the balance of the tract to pay complainant his debt of \$601. 09cts including the remainder in the dower. It is further ordered that the Defendants pay the costs of this proceedings for which if a may issue. If there should be any balance remaining after paying said debts the same to be paid to W. K. Carr the Administrator to be accounted for in due course of Administration.

P 282, Patrick Fergusson & others Heirs at Law of Alexr. Fergusson Decd.

Peter A. Wilkinson who was appointed a Special commissioner in this case having this day made his report to the court which is unexcepted to & in all things confirmed. The Master is ordered to annul said report & enter the adjournment of the Court for preservation.

It is ordered that all the causes finally decided at the present Term be annulled as heretofore excepting the causes in which orders are made to the contrary.

And the Chancellor was pleased to adjourn to the next regular Term. Bromfield Ridley

P 283, Patrick Fergusson, Adam Fergusson, John Claiborne and wife

Be it remembered, that this cause came on to be heard before the Honorable B. L. Bidley on this the 15th day of July 1856 upon the report of the commissioners Wilkinson showing the sales of the various tracts of land Lot no. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, sold to the various Parties set forth in said report the boundaries of each tract minutely specified in said report and likewise the said report shows the sales of the negroes belonging to said Estate towit Stephen sold to John C. Marshall. The woman Judy and child Isaac to John and Catharine Claiborne. Bill sold to Adam Fergusson, Anthony sold to George H. Burney, Mariah sold to John and Catharine Claiborne, Jim sold to Thomas J. Flippin George sold to John Harlin, David sold to John and Catharine Claiborne and their respective prices specified in said report. The said purchasers of the land and negroes executed their notes with security for their respective purchases as specified in said report. Said report is filed in the cause marked (A) and made a part of the record and part of this decree. And there being no exceptions to said report except as to the sale of Judy and child Isaac and the commissioner having reported that the parties having settled the same by Claiborne and wife having agreed to be charged with \$25. dollars to Patrick Fergusson in addition to the price bid for them.

It is therefore decreed by the court that said sales of the said tracts of land and sale of said negroes be in all things confirmed and the title of the various tracts of land are divested out of complainants and their Heirs forever subject to the lien for the purchase money and the Clerk in giving a certified copy of this decree for registration will include the boundaries of the tract of land sold to the party signing the decree for registration as part of this decree the said report likewise shows that the two years of administration of said Estate now stands on this part of the case the same is left opened for further settlement that said report further shows the respective purchases and liabilities of the respective Heirs to each other towit; Patrick Fergusson \$2826.33 Adam Fergusson \$2295.18 John Claiborne & wife \$2992.75 which is confirmed and the commissioners Wilkinson in collecting and paying to complainants the purchase money will charge them respectively with said amounts.

It is further shewed by said report the various expenses and debts therein specified and the council fees towit \$175. to Guild & Bennett and to Fite, Guild & Bennett \$165. for conducting the case. Be allowed and paid by the commissioner out of said sales towit one half of the \$175. to Jo. C. Guild the other half to R. A. Bennett and to side Fite one third of the \$165. and to Guild one third and R. A. Bennett the remaining one third whatever debts may be established against the Estate not reported shall be paid by the administrator out of said assets of said Estate the cause returned for further settlement and reports of the commissioners the former order of this court in allowing R. B. McDonald one fourth of the \$165. is vacated and set aside and decreed

P 284.

that messrs Guild & Bennett and Fite are entitled to the same The Report of the said commissioner Wilkinson is as follows towit: "Pursuant to an interlocutory decree of the Chancery Court of Lafayette made at July Term of said Court 1855 referring to the undersigned as a special commissioner various matters and things named in said Decree touching the settlement of the estate of Alexander Fergusson decd. the said commissioner reports as follows towit; That he has surveyed and had surveyed the various tracts of land belonging to said estate and when thought expedient divided the same into several parts, Platts of which are here filed as parts of this report marked Nov. 1, 2 & 3 and after advertising as required in said decree he sold the said lands at public sale at the Court house door in Lafayette On the 7th day of September 1855 on the terms as set forth in said interlocutory decree when and where the following named persons became the purchasers of tracts as follows and at the prices following towit:

Lot No. 1 containing 70 acres more or less was purchased by James Holland for \$241. he being the highest and best bidder at that price, said tract is situated in District No. 1 and is covered by Patent No. 1 and is bounded as follows towit; Beginning on forked chestnut & Hickory running thence south 122 poles to a white oak; thence East 72 poles to a Hickory & white Oak; thence North 72 poles to a poplar; thence East 40 poles to a Beech & Hickory sappling, On the west side of white oak creek as a branch of it; thence North 24 poles to a chestnut; thence East 30 poles to a Spanish Oak & Beech; thence North 26 poles to a stake; thence West 140 poles to the beginning. The said purchasers executed two notes for the amount each for \$120 50/100 with William Holland & E. G. Price as his securities Said notes are made payable to Peter A. Wilkinson commissioner & C for the use of the heirs of Alexander Fergusson decd. and due in 12 & 24 months from date.

Lot No. 2 containing 75 acres more or less was purchased by William Holland for \$202 50/100 he being the highest and best bidder at that price. Said Lot is situated in District No. 1 and its situation is shown on Platt No. 1 and is covered by Patent No. 2 and is bounded as follows towit: Beginning on a white oak on the North West of White Oak Creek or a branch of the same running thence West 50 poles to a white oak; thence south 49 poles to a spanish oak and a Beech on the North west bank of said creek; thence west 30 poles to a chestnut; thence south 24 poles to a Beech and Hickory sappling; thence west 40 poles to a poplar; thence south 54 poles to a stake; thence East 130 poles to a stake; thence North 127 poles to a stake thence West 10 poles to the beginning. The said purchaser executed two notes for the amount each for \$101. 25/100 with E. G. Price and John C. Marshall as his securities made payable and due as aforesaid.

Lot No. 3 containing 100 acres more or less was purchased by William D. Goley for \$320. he being the highest and best bidder at that price. Said Lot is situated in District No. 1 and its situation is shown on Platt No. 1 and is counsel by Patent No. 2 and is bounded as follows towit: Beginning on a maple and white oak standing on the West side of Parker's spring branch running thence south 160 poles to a Poplar and white oak & Dogwood; thence West 100 poles to a small Red Oak; thence North 160 poles to a chestnut; thence East 100 poles to the

P 285.

P 286.

beginning. The said purchase executed two notes for the amount each for \$160. with E. G. Price, William Holland & John C. Marshall as his securities made payable and due as aforesaid.

Lot No. 4 containing 55 $\frac{1}{2}$ acres more or less was purchased by Nathaniel M. Adams for \$110. he being the highest and best bidder at that price. Said lot is shown on Platt No. 2 and is a portion of the land covered by deed No. 4 from Alfred A. Brevard to the said Alexander Fergusson being that part of the same set apart to the Heirs of the said Alexander Fergusson decd. by the commissioner appointed in the said interlocutory whose report is here filed and marked Exhibit A, as a part of the report. Said lot is situated in District No. 1 and is bounded as follows to-wit: Beginning on a white oak running thence south 46 $\frac{1}{2}$ poles to a Gum; thence East 190 poles to an oak; thence North 46 $\frac{1}{2}$ poles to a stake with pointers; thence West 190 poles to the beginning. The said purchaser executed two notes for the amount each for \$55. with Nat. Adams & John S. Johnson as his securities for the same made payable and due as aforesaid.

P 287, Lot No. 5 containing 41 acres more or less was purchased by Patrick Fergusson for \$150. he being the highest and best bidder at that price. Said lot is situated in District No. 1 and its situation shown on Platt No. 2 and is covered by Patent No. 5 and is bounded as follows to-wit: Beginning at a chestnut Parker's corner; thence south 13 poles to a white oak Bottom & Parker's Corner; thence West 105 poles to a white Oak; thence south 8 poles to a white Oak; thence West 13 poles to a stake; thence S 30° W. 13 poles to a Beech; thence N. 60° W. 7 poles to a Beech; thence N. 52° W. 84 poles to a chestnut; thence North 84 poles to a white oak; thence West 30 poles to a white Oak; thence North 22 poles to a stake in Alvis 25 acres survey; thence East with Alvis line 74 poles to a stake; thence south 64 poles to a poplar; thence East 50 $\frac{1}{2}$ poles to a stake thence south 16 poles to an oak; thence East 40 poles to the beginning. The said purchaser executed two notes for the amount each for \$75. with Thomas R. Fergusson as his security made payable and due as aforesaid.

Lot Nos. 6, 7, 8 & 9 making in all 88 $\frac{1}{2}$ acres more or less was sold as contract and was purchased by Wilson T. Meador for \$606. he being the highest and best bidder at that price.

Said tract of land is situated in District No. 1 and is shown on Platt No. 2 and is part of the lands covered by Patent No. 6 Grant No. 7 and deeds Nos. 8 & 9 and the whole tract is bounded as follows to-wit: Beginning on a stake in the road; thence S. 68° W. 105 poles to a stake; thence south 129 poles to a stake; thence East 10 poles to an Ash; thence North 38 poles to a stake; thence East 3 poles to a stake; thence S. 110° E 24 poles to a chestnut; thence East 8 poles to a Black Oak; thence N. 34° E 8 poles to an oak; thence N. 68° E. 15 $\frac{1}{2}$ poles to a Maple; thence N. 300° W 25 poles to a Dogwood; thence N. 67° E. 12 poles to a chestnut; thence N. 120° W 16 poles to a Dogwood; thence N. 83 $\frac{1}{2}$ ° E 18 poles to an Oak; thence N. 66° E 3 poles to a chestnut; thence N. 16° E 8 poles to a stake; thence N. 83 $\frac{1}{2}$ ° E 8 poles to a poplar; thence south 33 poles to an oak; thence East 43 poles to a Hickory; thence North 22 poles to an oak; thence N. 82 $\frac{1}{2}$ ° E 40 poles to a Hickory; thence North 18 poles to a poplar; thence N. 36 $\frac{1}{2}$ ° E 88. 14 poles to a stake in

the branch; thence North 30 poles to a stake in the road; thence N. 70° W with the road 63 poles to the beginning. The said purchase executed two notes for the amount each for \$303. with Patrick Fergusson and Andrew J. Johnson as his securities made payable and due as aforesaid.

Lot No. 10. containing 275 $\frac{1}{2}$ acres more or less was purchased by William J. Smith for \$101 50/100 he being the highest and best bidder at that price. Said tract is situated in District No. 7. and its situation shown on Platt No. 3. and is bounded as follows to-wit: Beginning on a stake with pointers on states line running thence East 210 poles to a stake corner of Lot No. 10 thence south 220 poles to a Red Oak Hudson's corner; thence West 280 poles to a stake with pointers in Goodners line; thence North 220 poles to the beginning. The said purchaser executed two notes for the amount each for \$42 50/100 with John Claiborne as his security made payable and due as aforesaid.

Lot No. 12. containing 262 $\frac{1}{2}$ acres more or less was purchased by Washington M. White for \$29 25/100 he being the highest and best bidder at that price. Said tract is situated in District No. 7. and its situation shown on Platt No. 3 and is bounded as follows to-wit: Beginning at a stake with three Beech pointers Hudson's corner; thence West 191 poles to a stake; thence East 191 poles to a stake on the Jackson County line; thence south 220 poles to the beginning. The said purchaser executed two notes for the amount each for \$14 62/100 with Lewis L. Seagraves and James H. R. White as his securities made payable and due as aforesaid.

Lot No. 14 containing 117 acres more or less was purchased by Richard R. Donoho for \$60 50/100 he being the highest bidder for the same. The said tract is situated in District No. 7. and its situation shown on Platt No. 3 and is bounded as follows to-wit: Beginning on a Dogwood McKinnis' corner; thence south with McKinnis line 160 poles to a Beech; thence West 124 poles to a stake; thence N. 50° E. 160 poles to a Dogwood; thence East 110 poles to the beginning. The said purchaser executed two notes for the amount each for \$30 25/100 with W. R. Carr & Charles T. Bratton as his securities made payable and due as aforesaid.

Lot No. 15 containing 273 $\frac{1}{2}$ acres more or less was purchased by Daniel W. Claiborne for \$50. he being the highest and best bidder at that price. The said tract is situated in District No. 7 and its situation shown on Platt No. 3. and is bounded as follows to-wit: Beginning at a white Oak on Mathis' line running thence N. 83 $\frac{1}{2}$ ° E 200 poles to a white Oak on the Jackson County line; thence south with said line 236 poles to a stake, corner to Lot No. 12. thence West 191 poles to a stake thence North 222 poles to the beginning. The said purchaser executed two notes for the amount with John Claiborne as his security made payable and due as aforesaid. The last six Lots to-wit: Nos. 11, 12, 13, 14 & 15 are covered by Grant No. 10. and the commissioner reports that all the Grants Patents, deeds & C referred to in the foregoing reports are on file and remembered and made apt of the report; and that besides the foregoing tracts he knows of no other lands belonging to the estate of the said Alexander Fergusson decd.

P 290, The commissioner further reports that after advertising as aforesaid he sold the negroes mentioned in in? said inter-

160
-locutory decree at the Court-house door in Lafayette on the said 7th day of September 1855 on the Terms set forth in said decree when and where they were purchased as follows to-wit:

Negro man Stephen aged about 48 years, was purchased by John C. Marshall for \$601. The said purchaser executed his note for the amount with H. S. Young & E. G. Price as his securities for the same & C.

Negro woman Judy aged about 42 years and child Isaac aged about 15 months (sold together) were purchased by John & Catharine for \$502. The said John & Catharine executed their note for the amount with Daniel D. Claiborne as their security for the same & C.

Negro Boy Bill aged about 18 years was purchased by Adam Fergusson for \$1080. The said Adam Fergusson executed his Receipts to the commissioners for \$1030, being the \$1000, being the \$1000, allowed him balance to be paid as mentioned in said decree with interest on the same from the 22nd March 1855; and executed his note for \$50, the remainder of the Price with William W. Fergusson as his security for the same & C.

Negro Boy Anthony aged about 16 years was purchased by George H. Burnley for \$1011. The said purchaser executed his note for the amount with Moses Burnley & James M. Burnley as his securities & C.

Negro Girl Maria aged about 12 years was purchased by John & Catharine Claiborne for \$829. The said John and Catharine Claiborne executed their note for the amount with Daniel D. Claiborne as their security for the same & C.

P 291, Negro Boy Jim aged about 9 years was purchased by Thomas I. Flippin for \$865. The said purchaser executed his note for the amount with H. D. Flippin, James Flippin and Thomas I. Wakefield as his securities for the same & C.

Negro Boy George aged about 7 years was purchased by John Hudson for \$667. The said purchaser executed his note for the amount with James Holland, Peter King and Thomas S. Masor as his securities for the same & C.

Negro Boy David aged about 4 years was purchased by John & Catharine Claiborne for \$565 25/100. The said purchaser executed their notes for the amount with Daniel D. Claiborne as their security for the same & C.

The commissioners reports that all the purchasers of the negroes aforesaid were the highest and best bidders for each purchase and the notes taken in each case was made payable to the commissioners as aforesaid for use aforesaid and due in twelve months from date.

In regard to that part of the decree referred to the undersigned to report what would be a reasonable fee for Messrs Guild & Bennett in the suit of Patrick Fergusson against John Claiborne & wife Catharine and Adam Fergusson in the Lafayette Chancery Court; and also what would be a reasonable fee for Messrs Guild & Bennett & Aite in the Ex parte case in said Court; the commissioners reports that he has taken the Depositions of Messrs M. N. Alexander, William H. DeWitt, James J. Turner, Baxter Smith & P. S. Lesellie which Depositions are on file marked B. & C. The said deponents differ greatly in their opinions as to what would be a reasonable fee in said causes and the commissioners is at a loss how to settle

161
the same; but ? that between the two ? the true amount, he therefore reports that on the first named case Messrs Guild & Bennett should have \$175. and that in the second named case that Messrs Guild, Bennett & Aite should have \$165. which he reports as a reasonable fee in each of said causes. The commissioner further reports that he is unable at the present time to state a true amount of the condition of said estate in the two years of the Administration have not yet expired and he cannot tell what debts may yet come against him as Administrator of said estate- A suit is now pending in the Circuit Court of this County against him as Administrator of the said estate and he will have to employ counsel to defend the same- he also secured as Administrator as aforesaid from the former Guardian of the said Alexander Fergusson, various claims due said estate and he cannot tell what portion of the said claim he will be able to call out- nor yet does he know the amount of the costs of the Administration of the certain amount of costs in this proceeding but so far as the commissioner is now informed, he states the condition of said estate as follows to-wit:

Amount of Land Slaves 7 Sept. 1855	\$2106.75
Amount of Sale of Slaves, Same day	6120.25
Amount of Land Set apart to P. Fergusson	1525.00
See compromise	1000.00
Amount for Slave? Henry to Do. See compromise	1000.00
Amount for Slave Anderson to Claiborne & wife	101000.00
Amount on Land & Slaves	\$11752.00
Amount On 1st Sale by Administrator, See report	583.17
Amount On 2d sale by Administrator	21.43
Amount of Hire of Slaves by Adm.	63.25
Amount of notes recd. from Guardian Supposed good	1200.77
Amount of Interest due on Same	270.00
	2137.64
Probable Gross amount of Estate	\$13889.64

Present Amount of debts as known to commissioner	
Dan Claiborne & wife On compromise	320.00
Interest On Same to 7 Sept. 1856	18.89
Attorneys Fees as shown in this report	430.00
Debts due Flippin, Carter, Chamberlain, Cungan? & Young	61.37
Act. of Surveyor Adams & hands	41.00
Interest to Adam Fergusson on his 1000\$ See compr.	30.00
Bill of cost, Claiborne & wife vs Guardian	57.25
Bill of costs in Circuit Court	23.67
Costs in County Court about	35.00
Amount of costs in this proceeding about	125.00
Balance due Attorney Dewitt with Interest	38.35
Part of negro Henry to P. Fergusson See compromise	666.00
Amount of debts now known	\$1161.53
Nett Amount of Estate as Now known	\$12738.11

P 293, The commissioner further reports that he has recd. from the former Guardian, Notes on various individuals to the amount of about \$40. which he believes to be insolvent- And besides the foregoing he knows of no other assets that will come to his hands due the said estate. The commissioner further reports that the parties in this suit was liable to said

estate in the following amounts to wit:

Patrick Fergusson is liable as follows	\$1525.00
To Amount for Land See compromise	1000.00
Amount for negro Henry	150.00
Amount of purchases of Land	140.47
Amount of purchases at Adm. Sale	10.86
Amount of Note with Interest	\$2826.33
Amount of his liabilities	

Ajam Fergusson is liable as follows	
To amount allowed on compromise & paid	1000.00
Amount of note due 16 Janr. 1848 with Interest	829.43
Amount note due 28 Sept. 1850 with Interest	687.
Amount paid by Guardian as security with Interest	307.58
Amount at Administrators Sale	302.35
Balance On purchase of Slave Bill	50.00
Amount of his liabilities	\$2295.18

John Claiborne - wife are liable as follows:	
Amount for Slave Anderson	1000.00
Amount at Adm. Sale	96.50
Amount for Slave Judy & child Isaac	502.00
Amount for Slave Mariah	829.00
Amount for Slave David	565.00
Amount of their liabilities	\$2992.75

The foregoing amounts of Liabilities of the parties in this suit, the commissioner asks to be set apart to them and that he be ordered to cancel and deliver up their notes for the same, are these - ? him for that amount when due. As the commissioner believes that other debts will yet be presented against said estate and as he cannot yet tell what debts due the same may prove insolvent, he asks for further time to make a final report in this cause. All of which is respectfully submitted.

P. W. "Ikinson Comr.

Comts. Fee \$3.33 cts

Page 294 blank

P 295; Chancery Court February Term 1857

Be it remembered that upon Monday the second day of February 1857 the same being the first Monday in said month and the time appointed law for holding the Chancery Court at Lafayette.

The Honorable Bromfield L. Ridley Chancellor & C appeared 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.

Peter Danes & John Satterfield vs William K. Carr

In this cause complainants Bill is dismissed at complainants cost.

B. R. Meador vs James T. Mills, H. S. Young & Martha Danes

In this cause defendants have leave given until the second Rule day to to? answer so as not to delay the hearing of the cause.

James H. R. White vs James T. Mills & H. S. Young

In this cause the defendants have leave given them until the second rule day to answer so as not to delay the hearing of the cause.

P 296, Wilson T. Meador vs J. B. Short & others

In this cause the complainant agrees that his Bill may be Dismissed. It is therefore decreed by the Court that said Bill be dismissed and complainant pay the costs for which this Bill is dismissed.

Peter Danes & John Satterfield vs William K. Carr

Be it Remembered that this cause came for final adjudication before his Honor Chancellor Ridley upon the pleadings and proof in the cause. And the Court being satisfied that the charge in the bill and not sustained by the proof in the cause. It is adjudged and Decreed by the Court that the same be dismissed and the complainants and M. N. Alexander pay the costs of this suit for which this Bill is dismissed against them & their Security M. N. Alexander.

Henry A. Freeman vs Milia A. Freeman

Be it Remembered that this cause came on for final hearing on the 2d. day of February 1857 before the Honorable B. L. Ridley Chancellor & C and it appearing from the pleadings and proof in the cause that the said defendant is not a resident of the state and that publication has been made as ordered by this court, the bill being taken for confessed as to the Debt, Milia Freeman and that good and sufficient grounds exists for a Divorce from the said Matrimony. It is therefore ordered adjudged and decreed by the Court that the bonds of matrimony that is now existing between the said Henry A. Freeman and the Milia Freeman be dissolved and stand for naught and that the said complainant be restored to all the rights, privileges and immunities of a single person and that the complainant Henry A. Freeman be taxed with the costs of this suit and it is further ordered and decreed by the court that complainant Henry A. Freeman have Judgement over against the defendant Milia Freeman.

Martha A. Danes vs Peter Danes

Be it remembered that this cause on for final hearing before Chancellor Ridley on the 2d. day of February 1857 whereon it appearing that the complainants Bill was regularly served upon the defendant and he has failed to plead answer or demur to complainants bill, therefore the complainants bill is ordered to be taken for confessed and the cause set down ex parte for hearing. thereon it satisfactorily appeared to the court that the complainant and defendant intermarried on the 10th day of February 1856 in the County of Macon, that the complainant has given the defendant no Just cause for his ill treatment and that the defendant had abandoned complainant and failed and refused to supply the complainant with the necessities of life or in any manner to provide for her that he removed to Kentucky where he now lives - and that he declared that he never intended to live with her or provide for her. It is therefore Decreed that the bonds of matrimony existing between said parties be dissolved and that the property owned by each agreeable to the marriage articles to them free from the claims of either and that the defendants pay the costs of this suit and this Bill is dismissed and if said costs is not paid the complainant to pay it, and have her execution over against him she be -

-ing entitled liens as the levy of her attachment gives her. It is further decreed that the complainant be restored to her former name towit Martha A. Robinson which she shall plead and be impleaded.

*William Nelson Admr. of Wm. Stewart decd. vs Richard Averett & Thomas Stewart

Be it remembered that this cause came on for final hearing before Chancellor Ridley on the 2d. day of February 1857 whereon it appearing that Richard Averett has paid the sum of one hundred and nine dollars into the hands of the Clerk of this Court it being the amount of the Debt, due the Complainant as Administrator of William Stewart against the said Thomas Stewart and agrees to pay the cost of the suit. It is therefore Decreed that the complainant Dismiss his bill and the defendant Averett pay the costs which he has assumed to the Clerk. It is further ordered that the Clerk after handing over to complainants solicitor twenty Dollars his fee in this cause. He will pay over the balance of said fund to the complainant to be accounted for in the due administration of said Estate.

Stephen Holland vs Robert Dallas

Be it Remembered this cause came on to be heard on this the 2d. day of February 1857 before the Honorable Chancellor Ridley upon the report of the master with Exceptions thereto. The court is pleased to recommit the report to the master under the former Decree of this court, the complainant will be charged with half the value of the wheat at the time the same was threshed and cleaned up the Defendant will be charged with the boards at \$6. the balance of the report is recommit-
-ed the master will report to the next term.

John F. McMurry vs John J. James and John J. James vs E. R. Thompson & John P. Wilson

Be it Remembered this cause came on to be heard on this the 2d. day of February 1857 before his Honor Chancellor Ridley upon the Report of the master on the words and figures following to wit. The Clerk & Master reports that he advertised according to law and sold for cash at the Court house door in the town of Lafayette on Monday the first day of December 1856 the land and Tanyard mentioned in the Decree of the Honorable Chancery Court at the July Term 1856 and that William F. Andrews was the highest and best bidder at the sum of one hundred and eighty five dollars 75/100 the land and Tanyard adjoins the land of Majr. E. T. Seay, Little Ball and others which report is in all things confirmed. It is thereon adjudged and Decreed by the Court that all the right title and interest of the parties defendants in and to the premises mentioned in the report be divided out of them and their heirs and invested in the purchaser William F. Andrews his heirs and assigns forever. It is further Decreed that a copy of this Decree be certified for registration.

In this cause a motion to relax the costs being made the same is continued over until the next term of the Court.

P 380, John L. Hall vs W.K. Carr Admr. & others (In. Decree
Be it Remembered this cause came on to be heard on this

the 2d. day of February 1857 before his Honor Chancellor Ridley upon the Decree of the supreme Court as follows the complainant has no lien upon the land for the payment of the money advanced by him upon the parcel purchase of the land as set up in the bill the cause will remanded to the Court below for an account to the rents and profits and improvements under said decree. It is thereon Decreed by this Court with uniformity with the Decree of the supreme Court that the Clerk take and state an account allowing the complainant a reasonable compensation for all valuable and permanent improvements by him put on the land after his purchase and charging him with a reasonable rent for the same while in possession thereof he will report to the next term of the court. The costs are left open for further adjudication the report of the power of Mrs. Hall is recommitted to them who will report to the next Term.

P 301, F.K. Griffith vs John B. Gammons et al (Decree

Be it remembered that this cause came on to be heard this the 2d. day of February 1857 before his Honor B. L. Ridley when it appeared that the cause had been compromised in the words and figures following towit. In the above cause it is agreed by and between the parties that the complainant Dismisses his suit and gives up to Defendant or his agent all papers receipts and choses in action rightly belonging to Defendant upon the payment by defendant the sum of one hundred dollars to complainant and upon said pay? payment being made the negro Albert named in complainants bill is hereby released from the attachment given under our hands this the 24th October 1856. Attest. E. N. Alexander F. K. Griffith (seal)
Garmon Gammons (seal)

Attorney in fact for deft.,

F. K. Griffith for the use of Wm. H. Dewitt & C vs John B. Gammons and his Att Thomas Patterson (Attest. Bill Compromise

In this cause pending in the Macon Chancery Court. It is further agreed in addition to the compromise filed in the Chancery Clerks office signed by F. K. Griffith and Garmon Gammons that upon the payment of the one hundred dollars therein named to Wm. H. Dewitt the receipt where of is in this compromise acknowledged, the above cause shall be dismissed at the cost of complainant F. K. Griffith that this one hundred Dollars is taken in full satisfaction of all demands as stated in said bill including the attorney's fees of William H. Dewitt receipted in the bill as well as the demands of complainant F. K. Griffith that therefore the injunction and

P 302, attachment of the negro Abb or Albert are hereby dissolved and released and said Agent Thomas Patterson and his securities upon the attachment and delivery bond of said negro are from this day released from any further liability in consequence of said suit and that this be filed with the Clerk & Master of the Macon Chancery Court as a final and full settlement of all the matters in controversy in said suit and be the Decree of the Court in the cause together with the compromise hereinbefore referred to this the 29th November 1856

Test? his
James W. Terry

F.K. Griffith
By his attorney

James F. Wright
Jesse Parker

Wm. H. DeWitt for Himself
T. T. Patterson attorney
in fact for John B. Gammon

166

Whereupon it is ordered adjudged and Decreed by the court that that complainant's bill be dismissed and that he and his securities L. B. Griffith, B. P. Dance, G. L. Walton pay the costs of said suit for which Execution may issue.

P 303, Fleming W. Saunders vs Calvin Ford (Decree

This day came the complainant by his attorney and says he desires no longer to prosecute this suit, it is therefore considered by the court that complainant's Bill be Dismissed and that he pay the cost of the suit if it may issue.

Smith Meador vs William Roark et als (Decree

This day came the complainant by his solicitor and presented his amended bill which he had here tofore leave to file which is ordered by the Court to be filed and on application of the defendants by his solicitors he is allowed to plead answer or demur to the same at the next Term of the Court. No process need issue.

B. R. Meador vs James T. Mills

In this cause upon the application of defendants a solicitor they are allowed till the 2nd. Rule day to file their answers so as not to delay the hearing of the cause.

J. H. R. White vs James T. Mills et als

In this cause upon the application of defendants solicitor they are allowed till the 2nd. Rule day to file their answers so as not to delay the hearing of the cause.

P 304, W. H. Adams vs George & Henry Love (Inj. Decree

Be it remembered this cause came on to be heard on this the 2nd. day of February 1857 before his Honor Chancellor Ridley upon demurrer and argument of counsel where upon it is Decreed by the Court that the demurrer be sustained and leave is given the complainant to amend his Bill which amendment is to be filed on or before the first Monday in April next.

William Roark vs W. K. Carr & others (Final Decree

Be it Remembered that this cause came on to be heard on this the 2nd. day of February before the Honorable B. L. Ridley Chancellor upon the Report of the Master in the words and figures following to wit: J. John Claiborne Clerk and Master of the Chancery Court at Lafayette Report that in obedience to a decree of this Honorable Court at the July Term 1856. I advertised according to law and sold the mills and one hundred and sixty acres of the land mentioned in the pleadings and Decree for the sum of \$752.28 cents the amount of said Decree and costs thereon; when Nathaniel Law became the purchaser He being the Highest and best bidder for said mills and least or lowest number acres of the land the said 160 acres of land is bounded as follows to wit: Beginning on a Hickory running thence south 80° West 168 poles to a stake thence south to a Dogwood; thence East 136 poles to a sugar

167

tree on the East side of Funcheon Camp Creek; thence down the creek north 59° East 16 poles; thence north 70° East 26 poles; thence north 50° East 34 poles; thence north 28° west 9 poles to a stake at a branch; thence up the branch East 4 poles; thence north 68° west 24 poles to a stake in the branch; thence north 23° poles to a white oak; thence west 19 poles to an Oak; thence north 25 poles to two oaks thence 20 poles to a stake; thence north 28 poles to a bee-ch; thence north 22° west 36 poles to the Beginning containing by Estimation 160 acres which being unexcepted to is in all things confirmed. It is thereon adjudged and Decreed by the Court that all the right title and interest of the widow and heirs of Richard P. Hall deceased in and to the land and mills mentioned in the report be divested out of them and vested in the said Nathaniel Law his heirs and assigns forever. It is further Decreed that a copy of this Decree be certified for registration.

Joshua K. Stone vs Sam E. Hase et al (O. B.

This day came the complainant by his solicitor and presented an amended Bill making H. B. French a party defendant which amended bill the court allows to be filed upon the complainant entering into bond and security as required by Law which is admir.

James W. Locke vs Rob. Stubblefield his wife & children

This day the complainant filed his cross Bill which is ordered to be consolidated with the bill of Robert Stubblefield next friend & against the heirs of John Stubblefield and heard with it.

And then the Chancellor was pleased to adjourn to the next regular Term. Bromfield Ridley

P 306, La Fayette Monday July the 13th 1857

The same being the second Monday of said month and the time appointed by law for holding the Chancery Court at Lafayette The Honorable B. L. Ridley having previously given me notice that he could not attend to hold said Court. I therefore in obedience to said notice now on file in my office adjourned Court until the first Monday in February next 1858 the time appointed by law for holding of the Chancery Court at Lafayette. John Claiborne C & M

Lafayette February the first day 1858

The same being the first Monday in said month and the time appointed by law for holding the Chancery Court at Lafayette. The Honorable Bromfield L. Ridley appeared in the court house took his seat and ordered the sheriff to open court and proceeded to the dispatch of public business when and where the following were had and held (to wit)

Joel Blankinship Guardian of Smith & Wesley Blankinship vs James Flippin admr. of Joseph A. Flippin & Hugh B. Flippin

Be it remembered that this cause came on to be heard on this 1st February 1858 before Chancellor Ridley upon Bill answer & proof in the case whereupon it appears that some time 8th March 1852 Joseph A. Flippin was appointed Guardian of Smith & Wesley Blankinship minors and that he gave bond with Deft Hugh B. his security for the performance of his

168
duties as such Guardian Joseph A. paid out fully as much in the education & clothing of said minors as the interest on said sum. and the court being of opinion that complt. is entitled to recover said sum of \$69.43 it further appears that said Joseph A. has departed this life intestate in Kentucky & that Deft. James has been appointed administrator upon the Estate of said Joseph A. in Kentucky, it is therefore adjudged & decreed by the court that complainant recover of Defts. Hugh B. & James Flippin said sum of sixty nine dollars & 43 cents & cost of suit for which Execution may issue against Defendants to be levied of the proper goods & chattles lands & tenements of said Hugh B. & of the goods & chattles & credits. (Hallance on page 307)

P 307, Lafayette February the first day 1858

The same being the first Monday in said month and the time appointed by law for holding the Chancery Court at Lafayette The Honorable Bromfield L. Ridley appeared in the court house took his seat and ordered the sheriff to open court and proceeded to the dispatch of public business when and where the following were had and held to wit.

Smith Meador vs William Roark and others (In. Decree)
his cause came on to be heard upon Demurrer to the amended Bill which having been argued and understood by the Court, the same is renewed and leave given is given Defts. until the second rule day to answer the original and amended Bills so as not to delay the hearing of the cause.

John Carr et als vs G. H. Burnley et als
The cause is continued upon the affidavit of complt. Carr and leave is given him to cross examine Daniel Griggs whose deposition has been taken Touching what he may have said to Thomas Woodmore as to the conversation with Jesse Marshall and then take the deposition of said Woodmore and any other proof as to the character of said Griggs said proof is to be taken at their own costs and defendants with out costs.

of said Joseph A. in the hands of said James to be administered and it appearing to the court that said Hugh B. is the security of the intestate of said James for his guardianship aforesaid. It is ordered & decreed that said Hugh B. have his Decree over against said James admr. as aforesaid for said sum of \$69.43 to be levied of the goods & chattles rights & credits of said Joseph A. in his hands to be administered & for costs

P 308, February Term 1858

Mary Morison vs John Morison (Divorce case

Came the complainant by her solicitor and on motion once it appearing to the court that copy & process was regularly issued & served on the defendant on the 29th day of September 1857 requiring him to answer & comply the defendant being present and desaling to make answer to complainants bill be taken for confessed and this cause now set down for hearing Exparte.

Mary Morison vs John C. Morison (Final decree

169
Be it remembered that this cause came on to be heard on this first day of February 1858 before the Honorable Bromfield L. Ridley Chancellor & C upon complainants bill being taken for confessed and proof in the cause. When it appeared to the court that complainant and defendant inter-married in Jackson County about August 1850, that complainant is a Respectable woman and that she has conducted herself towards the deft. as a wife should do But that defendant has without cause more than once whipped her and has been guilty of inflicting upon complainant such _____ & inhuman treatment or rendered it unsafe & improper for her longer to remain under his dominion & control. It is therefore ordered by the court that the bonds of matrimony _____ between complainant and defendant be dissolved and that each be restored to all the privileges of single life. It further appeared to the court that complainant has given birth to three children the lawful issue of said marriage Steptoe Smith Morison, Henderson Morison & Margaret A. Morison. It is decreed that complainant have the care custody & control of the last name & defendant of the two first named children and it further decreed that the complainant & defendant shall have the privileges on suitable occasions of seeing & conversing with either of the children and letting the children be with each other. It is further decreed by the court that defendant pay to William H. Botts solicitor for complainant Twenty five dollars he agreeing to the same. It is further agreed that defendant pay complainant one hundred and seventy five dollars and that a lien be retained on all the Land of which defendant is the owner for the payment of all the money in this decree, the defendant assenting to the same
P 309, It is by motion agreed that for the Twenty five dollars decreed to W. H. Botts & seventy five dollars decreed to complainant Execution shall be stayed three months and for the balance Execution shall be stayed twelve months. It is further decreed by the court that defendant pay all cost in this cause Expended and that Execution issue as at Law and that complainants name be changed from Mary Morison to her maiden name Mary Bakle. It is further decreed that defendant deliver to complt. her clothes upon demand.

Daniel D. Claiborne vs Jos. & Carol Dillard & Jeremiah Jenison

In this cause on application of complt. presenting his amended bill among other things making Jeremiah Jenison a party which having been read and understood by the court. It was ordered on the 1st day of Feby 1858 that said amended bill be filed and it appearing to the court that the cause had so far progressed as to leave a good deal of proof taken on both sides it is therefore decreed by the court that the complainant pay the cost in this cause up to the time of filing said amended bill for which execution may issue.

Lousia Kiger vs Andrew B. Kiger (Decree final

Be it remembered that on this 1st Feby. 1858 this cause came on to be heard before the Honorable B. L. Ridley Chancellor & C upon the bill taken for confessed and proof in the case when it appeared to the court that after the marriage of complt. & Deft. he some time in the year 1856 left her and

and refused to provide for her and she was forced to rely upon her father for support, it further appears that as the fruit of said marriage the complainant has one child which she has named Mary Elizabeth and that complainant has made no provision for the support of said child and has wholly neglected to provide any means for the support of the complainant or her child and has left her and her child in a destitute condition. It is therefore ordered adjudged and decreed by the Court that the bonds of matrimony existing between complainant & Deft be dissolved and for naught held and that her name be changed from Louisa Kiger to Louisa Hagland Her maiden name and that Deft. pay the cost for which execution issued. It is further ordered and decreed that complainant have the custody and control of said child Mary Elizabeth and that Deft. be and is enjoined from in any wise molesting or interfering with said child.

R. B. Meadows vs James T. Mills & others (Final decree)

This day came the parties by their solicitors & the parties filed their agreement in writing which is on file in this case dated 28th November 1857 signed by the parties by which the complainant agrees to dismiss his bill and the defendant James T. Mills agrees to pay all cost and the said Mills agrees to deliver to the complainant the possession of the land in the pleadings mentioned on or before the 15th day of February 1858 and said Meador is to deliver to Mills his note executed for said land & the same is to be for naught held and said Mills is to deliver to Meador his bond for title to said land and the contract of bargain & sale of said land between said Meador & Mills is entirely revoked and set aside and said Meador is to charge Mills nothing for the rent of said land during the time he had possession of the land in the pleadings mentioned. Whereupon it is decreed by the court that the sale be rescinded the note & bond be delivered to be cancelled and that Mills deliver the possession of said land to Meador on or before the 15th Febr. 1858 and that nothing be paid for rent that this bill be dismissed and that the said Mills pay all cost therein & that execution issue. It is ordered that Meador pay the cost in the first instance & have judgment against Mills for the same.

P 311, John L. Halls Admr. & als (Int. decree)

It is ordered that it be referred to the Clerk & Master of this court to take proof & report to the next Term of this court the services that solicitors William H. Dewitt, Jo. C. Guild & John W. Head have rendered for said administrator in the execution of his said trust & the value thereof & that this cause be retained in court until the report is made.

Joshua K. Stone vs Sam E. Hase & H. S. French (O. B.)

By consent of the parties by their solicitors this cause is continued until next Term of this court to the ruler.

Haywood R. White vs Haley S. Young & als (Inj. B.)

This day came the complainant by his solicitor and says he desires no longer to prosecute this suit. It is therefore ordered by the court that complainant's bill be dismissed & that execution issue against him and his security Washington

White to collect the same.

Alfred H. Pistol Guardian & C Exparte (Decree)

Be it remembered that this cause came on to be heard on this 1st day of February 1858 before his B. L. Ridley Chancellor & C upon application of said Pistol presenting the Record of the county court of Simpson County Kentucky appointing him the said Pistol guardian of Matilda A., Henry F., Sophia A. & Elizabeth Pistol infant orphans of Elizabeth Anne Pistol decd, which record after being examined by the court is regarded to be as required by law touching foreign guardians and is ordered to be committed to the Record of this court which record is in the words & figures following to wit Kentucky Record Kentucky Simpson County Court

At a county court began & held for said state & county P 312, at the Clerk's office in the Town of Franklin before William's sole presiding judge of said court on the 16th day of March 1857 this order was made on the Record book of said court to wit upon the motion of the commonwealth atty. of this court it is ordered that Alfred H. Pistol be appointed guardian to Matilda A. Almira F. Sophia A. & Elizabeth Pistol all minors 14 years of age infant children of Elizabeth Ann Pistol decd whereupon he executed bond in the penalty of Twelve hundred dollars to the commonwealth of Kentucky with William A. Pistol his security who approved by the court over which bond is condition as required by law "Guardian bond to wit Know all men these presents that we Alfred H. Pistol & William A. Pistol are held and firmly bound unto the commonwealth of Kentucky in the part & full sum of twelve hundred (\$1200) dollars for the payment of what were & truly to be made we bind ourselves our heirs & C jointly & severally firmly by these presents sealed with our seals and dated this 16th day of March 1857. The conditions of the above obligation is such that where as the above bound Alfred H. Pistol was this day appointed by the Simpson County court Guardian to Matilda A. Almira F., Sophia A. & Elizabeth Pistol infant orphans of Elizabeth Ann Pistol decd, now if the said Alfred H. Pistol shall will & truly pay unto the said orphans all such estates or estate as was is or may hereafter become due to said orphans when they shall arrive at Lawful age to receive the same or be thereunto required by said court for the time being and in all other things shall faithfully discharge the duties of the said office of guardians as the law directs them, the above obligation to be void else remain in full force & virtue in law. Attest P. H. Boisseau Clerk Alfred H. Pistol (seal) Wm. A. Pistol (seal)

Kentucky Simpson County Court

T. P. H. Boisseau Clerk of said county certify that the foregoing order appointing Alfred H. Pistol guardian to the children of Elizabeth Ann Decd, and the said A. H. Pistol specified by said Order and described by the said A. H. Pistol copied from the original record with Wm. A. Pistol his security and truly and correctly copied and that the said security Wm. A. Pistol is entirely good for the penalties of said bond and P 313, is also solvent and that the said Alfred H. Pistol is also good for the penalty of said bond and is likewise solvent and that the appointment of said guardian is according to the laws of Kentucky witness my signature this 10th day of July 1857. P. H. Boisseau Clk Seco

Kentucky simson county court set.

I Wm. J. Williams sole presiding judge of said County court certify that P. H. Boisseau whose name is assigned to the foregoing certificate is and was cleark of the Simson county according to the laws of Kentucky that his certificate is in due form of law and that his signature thereto is genuine That Alford H. Pistol and his security Wm. R. Pistol are solvent and good for the penalty and said bond and appointment of Alfred H. Pistol is according to the laws of the state of Kentucky.

Given under my hand and signature and private seal bearing no public one this 10th day of July 1857

W. J. Williams J.L. C. C.

State of Kentucky simson county court set.

I as cleark of said court certify that Wm. J. Williams whose name is signed to the foregoing certificate is the sole judge of the Simson County court that he was duly elected qualified and commissioner according to the requisitions of the laws and constitution of said state That full faith and credit are due to all his official acts and that his signature thereto is genuine in testimony whereof I have here unto and affix the seal of said court.

This 10th day of July 1857 P. H. Boisseau Cl. s. cc.

P 314, Jones W. Locke vs Robert Stubblefield & others

In this case it is agreed by the parties that this cause be continued until next term of the court and if said cause is not compromised by the time for defendants answer by the July term of said court.

John M. Claiborne vs Cyrus Simmons, Nancy Simmons, Joel Simmons and William Simmons minors by their guardian as litem Joel Blanken? and Sarah Simmons widow & C and Joel Blankinship administrator of Smith B. Simmons

Be it remembered this cause for final hearing on this 1st day of February 1858. before his honor Chancellor Ridley upon the pleadings and proof in the cause and it appeared to the court that Smith B. Simmons signed the deed mentioned in the pleadings bearing date 7th Sept. 1855 and the same was witnessed by Thomas J. Woodcock at his request it also appeared to the court that the complt. had a title bond for said land which was delivered up at the time of the execution of said deed by said Simmons it also appeared that said Simmons agreed to procure another witness to the deed and then hand it over to the complt. but before he done so he departed this life having the deed and bound in his possession that he left the Deft. his widow and children (his widow & children? his only heirs at law except Blankinship who administered on his estate, it also appeared to the court that at the time said deed was executed, the complt. gave said Simmons a note for \$54 53/100 due one day after date and said complainant has an acct

P 315, of \$18 49/100 including interest as a set off against said note leaving a balance of \$43 69/100 due said Simmons including interest on the which is a lien upon said land. It is thereon adjudged and decreed by the court that said land which is in the possession of the administrator at the time of filing the bill be delivered up to the complainant and be admitted to registration as though the same had been duly witnessed and

proved and all the right title and interest of the Deft. in and to the lands mentioned in the pleadings be divested out of them and vested in the complt. his heirs and assigns forever subject to said lien for the \$43 69/100 and if the same is not paid within five months the Clerk will proceed to sell the land to the highest bidder for cash and pay said \$43 69/100 with interest from this date and the balance he will pay to complt. it further decreed that the complt. pay one half of the costs and the administrator the other half out of the assets in his hands for which fifa issue. A copy of this decree will be certified for registration.

John M. Fergusson vs John Eakle et als (In. decre)

In this cause it appearing to the court That Deft. John Eakle by leave of the court had filed a cross bill seeking an acct. and settlement with the Deft. Christian Eakle as administrator of Henry Eakle Decd. and said cross bill has been lost or mislaid it is ordered by the court that leave be given the said John Eakle until the 2nd. rule day to supply the loss of said bill by filing a new bill when process will be duly issued on the same.

P 316, Stephen Holland vs Robert? Dallas (Final Decree

Be it remembered that this cause came on to finally heard on this 1st day of Feby. 1858 before his honor Chancellor Ridley upon the report of the Master with exceptions on both sides which exceptions having been argued and understood by the court the same are disallowed and the report confirmed and it appearing to the court that the monies paid by the Deft. to the complt. for the purchase of the land and his permanent improvements & C amounted \$570 /700/1000 179/ 1000 it further accored to the court that rent of the land damages & C due the complt. by said report amounted \$332 28/100 having a balance of \$22 75/ 100 due the complt. It is thereon adjudged and decreed by the court that complt. recover of the defendant said sum of or \$22 75/100 for which fifa issued, it is further ordered that the suit at law brought by the Deft. to recover the purchase money paid by him be perpetually enjoined and the post of this suit and the suit at law be equally divided between the complt. and deft. and paid by them for which fifa issued.

P. A. Wilkerson commissioner & C for the use of the heirs & C of Alexander Fergusson vs Wm. D. Coley, E. G. Price, William Holland and John C. Marshall (Motion

It appearing to the satisfaction of the court that a sale of the lands of Alexander Fergusson Decd. be P. A. Wilkerson commissioner & C under a decree of this on the 7th day of Sept. 1855 that William D. Coley became the purchaser of a tract of 100 acres for \$320. for which he executed two notes each for \$160. due twelve & twenty four months from date with E. G. Price, William Holland and

P 317, John C. Marshall as his securities that the first note falls due on the 7th Sept. 1856 and upon said note he paid on the 26th of August 1857 \$700 leaving due on said note \$90 with interest on the same \$11 34/100 amounting on said

first note to the sum of \$101 34/100 that the 2nd note fell due on the 7th Sept. 1857 and that no payment has been made on the same and that the interest due on the same to this day is \$3 84/100 making due on said 2nd note the sum of \$103 84/100 making the amount due on both said notes to this day \$265 18/100. It is therefore considered by the court that the said P. A. Wilkerson commissioner as afore said for the use aforesaid recover of the said Defts. William D. Coley, E. G. Price, William Holland and John C. Marshal said sum of \$265 18/100 and also the cost of this motion and that this issue for the same.

Henderson Claiborne Trustee & C Martha Claiborne & children (decree)

Be it remembered that this cause coming for hearing before Chancellor Ridley on 1st Febr. 1858 upon the petition of complt. whereon it is Referred to P. A. Wilkerson special commissioner to take proof & Report within it would manifestly promote the interest of the said Martha and and children to vest a portion of their estate in the purchase of the 105 acres of land mentioned in the petition lying in Simpson County Kentucky for a sum for said parties and the Clerk having taken the proof made the following Report which being unexcepted so is in all things confirmed by the court and which is as follows; In the matters of Reference this cause the commissioner Reports that he has taken the depositions of William T. Gregory & L. D. Short touching their knowledge of the matters referred and from said proof he reports that the purchase of the 105 acres of land in Simpson County Kentucky was a good investment and that it is a better investment of the funds in his hands as trustee than could have been made in Leon County and that it would promote the interest of this wife & children for whom he is acting that the same should be settled upon them and the trustee be ordered to pay for said land out of said fund all of which is Respectfully submitted.

P 318, And the court being satisfied by proof that it is manifestly to the advantage of the said children & family that the portion of the estate be laid out by the trustee Claiborne in the purchase of said tract of land of 105 acres it is therefore decreed that said trustee be authorized to make the purchase and pay out such parts of the estate or shall secure said tract of land and take the title thereof vested in his wife & children of the said Martha & such as she may have hereafter being a home for them and residence of said family and have the same Registered in the proper county it is ordered that the cost & expense of this proceeding be paid out of said estate by said trustee.

John H. Wright vs L. B. Griffith (C. B. demurrer)

Came the parties by their solicitors and the matters of law arising and of the demurrer file by defendant to complainants bill being argued & by the court fully understood it is ordered by the court that the demur be over ruled and that the defendant answer complainants bill and he is allowed until the second Rule in which to file his answer so as not to delay the hearing of this cause.

Nathan J. Cass vs John M. Fergusson (Inj. Bill)

Came the defendant by his solicitor and the court to dismiss complainants bill and dissolve the injunction heretofore granted for want of proper bonds for injunction and costs whereupon it is ordered that unless the complainant gives injunction & prosecution bonds on or before the meeting of court on to morrow morning this bill be dismissed and upon his giving such bonds it is ordered that he may file an amended bill & that defendant answer the same.

B & L. G. Mills & others vs James T. Mills and others & H. L. Young vs James T. Mills and others.

P 319.

In this case it appearing to the Chancellor that the funds in the hands of complt. B & L. G. Mills spoke of in the bill and answers should be either paid into the hands of the Clerk of this court and be loaned at interest during the pending of the litigation or that said complt. should account for interest themselves it is ordered that they may pay over the same with in one month into the hands of the Clerk of this court or such part of it as they have not properly paid over who shall loan out the same at interest taking and good security or that the said complt. account for interest on the same and it appearing to the that L. M. Fite has filed his petition claiming that a fee is due him from James T. Mills which is provided for in a deed of Trust made by said James T. Mills on the 18th of March 1856 to be paid out of said fund. It is ordered by the court that the fee of L. M. Fite being one hundred dollars & fifty dollars be paid out of said fund and that he give bond to refund should it be decreed the question as to which the complainants shall account for interest on the fund is Recorded until the final hearing of the cause

Levi Austin & wife Polly vs William Bean Washington M. White and Samuel Pipkins (Decree)

Be it remembered came on to be heard on this 2nd. day of Feb. 1858 before Chancellor Ridley whereupon it appears to the court that copy & subpoena has been regularly served upon Defts. to appear at this term of the court and they having failed to plead answer or demur to complt. bill the same is taken for confessed, it therefore appears to the court that Deft. Bean was the guardian of complt. Polly before her marriage with complainant Levi and that said White and Pipkin are his securities for said guardianship and it appears that said guardian has in his hands including interest to this day \$115 due his said ward that he has failed and refused to pay over the same, it is therefore ordered adjudged and decreed by the court that complainants recover of Defts. said sum of \$115 and the costs of suit for which execution may issue.

Sematha G. Reese? By her Guardian W. J. Reese

Be it remembered that this cause came on to be heard on this 1st of Feby. 1858 upon the petition whereupon it is ordered by the court that this cause be referred to the Clerking Master to take proof and report whether or not it

would be to interest of petitioner to sell said land and if so what would be a fair minium price and the Clerk having taken proof that would be manifestly to the interest of said petitioner to sell her interest in said land and that it would be worth on a credit of twelve months twenty dollars it is ordered and decreed by the court that said land be sold by the Clerk on a credit of twelve months after given legal notice but is not required to publish in a newspaper and take note and good security and report the next term said land lies in Macon County and for description of the bound-
-rise references is here had to a deed made by Joseph H. Reese & others to W. J. Reese dated 7th Jan. 1858 and register-
-ed in the Register's office of Macon County in book F. page 459.

John L. Hall vs W. K. Carr administrator of Richard P. Hall
Ruth Hall & others.

be it remembered that this cause came on for further
P 321. hearing before the honorable B.L. Ridley Chancellor on the
1st day of Feb. 1858 upon the report of the commissioners
assigning Ruth Hall Power in the Real of the said Richard P.
Hall which report as part of this decree.

We the undersigned being unconnected with the parties
and entirely disinterested having been appointed & C by the
Chancery Court of Macon County to allot and set off to Ruth
Hall of the Real estate of Richard P. Hall her deceased hus-
-band. After having duly and fully understood the whole mat-
-ter do hereby assign to the said Ruth Hall for her Dower
the following Described land with the _____ and improvements
there on to wit & tract of land in District No. 5 of Macon
County Tennessee containing by survey 57 acres and bounded
as follows to wit: beginning on a Hickory corner of Nathaniel
Law's land running thence down the creek N 20 W 76 poles to
a Black Walnut; Thence S 78 1/2 W 36 poles to an oak and beach
Thence S 55 W 54 poles to a stake; Thence E 36 poles to a
stake Nathaniel Law's corner; Thence with Law's line N 80 1/2
168 poles to the beginning including the said estate of the
said Richard P. Hall Decd. considering the quantity and quality
the commissioners further report that Jefferson B. Short one
of the commissioners appointed to set off said dower attended
and aided in the laying of said Power but that he departed
this life before the making of this report all of which is
respectfully submitted.
F. A. Wilkerson
John Kilborne (Comrs.

Christopher Hays vs John S. Pennington et als

This cause is continued on this 1st day of February
1858 as on the affidavit of complt. till the next Term of this
and the same is remanded to the rules with leave for complt.
to take the deposition of William Crawford of Texas; four
months after this court at his own costs; and the defendants
to take rebutting proof without costs.

P 322. And which being unexcepted to is in all things confirm-
-ed by the court. The cause was further heard upon the report
of the Clerk touching the payment made by complt. the Real
and improvements upon which a reference was had and exception
to said report was taken on both sides, all of which was dic-

-allowed by the court except the exceptions of complt. as
to interests to be allowed complt. which was sustained by
the court and the said Report being modified agreeable to
the order of the court there is the sum of \$639.08 cents due
the complt. Hall. After charging him with rents and with im-
-provements and the said Wk. Carr having suggested in the
county court of Macon the insolvency of said Estate and it
being necessary to sell the said real Estate of said Richard
P. Hall including the land assigned the widow subject to her
dower, it is therefore decreed by the court that the Clerk
after advertising according o law will sell all of said land
subject to the dower aforesaid upon a credit of one and two
years except for the sum of \$200. to pay costs and Expenses
and when the said sales shall be collected to be paid to the
administrators William K. Carr which shall be disbursed among
the creditors of said Estate ProRata the complt. Hall, being
one of the creditors to the amount of \$639.08 with interest
from this date if there should be any surplus the same shall
be paid over to the Heirs out of the said funds the costs of
this case shall be first paid and the Attorney's fees for
said estate (to wit) DeWitt, Head & Gill the Clerk for adminis-
-trator taking therefor. The cross bill Wm. K. Carr adminis-
-trator against the heirs, M. L. Mills & others was filed by
permission of the court praying for a sale of the real estate
to pay debts it thereon referred to the Clerk to take an ac-
-count and report the assets of said estate the administrator
having reported the insolvency of the estate report likewise
the out standing debts and whether it is necessary to sell
said land which report being made showing the insolvency of
said estate and that it is absolutely necessary to sell said
land for said debts which report being unexcepted to is con-
-firmed and decreed accordingly.

P. 323 Eliza M. Williams & wife, John W. Bradley & wife Celina

Hesakiah & Calvin Cook vs Joel Blankenship & Calvin Cook sen.
Be it remembered that this cause came on to be finally
heard before Chancellor Ridley on the 1st day of Feb. 1858
upon the pleading and proof in the cause whereon satisfactorily
appeared to the court that the complt. have a vested remain-
-der in a tract of 148 acres lying in the county of Macon be-
-ginning on a poplar and beach the North west corner of the
original tract of Hesakiah Blankenship the same is specified
in the deed of partition of the said heirs to mother Sallie
and Father Calvin who intermarried the complts. being her
children the said tract on said division fell to and was as-
-signed to said Sallie that she has departed this life and left
the said Calvin Cook (sen.) her husband and complt. her child-
-ren that the said Calvin has only a life estate in said tract
by the cemetery Remainder to complt. the court is further of
opinion & so decrees that the proceedings in the Circuit Court
of Macon on the part of Calvin Cooke Sr. selling the Remainder
of the complts. are concerned and can not effect the right or
title of complts. the said sale so far as the complts. are
concerned is therefore set aside. It is further decreed that
at the termination of the life estate of the said Calvin, the
complainants are decreed to be entitled to said land and the said
blankenship be enjoined from committing waste on said land so
as not to preudice the rights of the Remainder _____ thereon?

It is further decreed that the cost of this suit be paid by the said Calvin Cooke Senior.

John Carr & others vs George H. Burnley & als (order

Upon afft. of John Carriave is given him to cross examine George & Rebut his proof & the cause is remembered to the Rules Generally to take proof.

P 324, Martha Step vs Bennett Wright (O. B.

The defts. file a demur to complt's. bill which was over ruled by the court but leave is given defts. to rely upon said demurrer upon final hearing.

The administrator of Mills vs James T. Mills & others (O. B.

On motion it is referred to the Clerk to take proof & Report upon the fees claimed by Baxter Smith, Israel Roark & Sam M. Pitt Esqrs claimed by them as counsel for James T. Mills in the will suit in the Sumner County Circuit Court out of which the find in this case arose & referred to next Term.

H. S. Young vs Martha A. Robinson et als

In this cause James T. Mills is appointed guardian Ad Litem for his children Josephine & Georgietta & leave given him to answer & the order pro confesso against the defendants is set aside and leave given them to answer leave is also given to complainants to amend and make P. A. Wilker on a trustee a defendant & process issue to bring him into Court.

W. H. Adams G & als George & Henry Lowe (In. decr.

This cause came on to be heard before Chancellor Ridley upon demurrer which being argued and understood by the court the same is overruled and leave is given the defendants until the 2nd rule day to answer the original and amended bill so as not to delay the hearing.
Court adjourn until tomorrow morning 8 O'clock
B. Ridley

P 325, Court meet according to adjournment

Amanda M. Shelding vs Charles N. Shelding (Final decree

Be it remembered this cause came on to be heard on this the 2d. day of Feb'y. 1858 before his Hon. Chancellor Ridley and it appearing to the court that publication had been duly made as to the defendant, and he having failed to plead, answer or demur to the bill it is ordered by the court that said bill be taken for confessed and set for hearing ex parte as to him And whereon the cause was heard upon the pleadings and proof in the cause and it appeared to the court that the parties intermarried in Mason County and in a few weeks after the marriage said defendant abandoned her and made no provision for her support and in other respects so treated her as to make her situation intolerable. It is thereon ordered by the court that the bonds of matrimony between said parties be annulled and for nothing held and they be restored to all the rights of single persons, and the name of complt. is changed from Shelding to her maiden name Amanda M. Parker. It is further decreed that the defendant pay the costs for which fifa issue

Nancy M. Sweeney vs Jas. D. McGinnis (Final decree

This cause is compromised and the defendant agrees to pay the complainant one hundred dollars and on a half of the costs and the complt. is to pay the other half of the costs out of said fund. It is therefore adjudged and decreed by the Court that said defendant pay into the office of the Clerk said sum of one hundred dollars on or before the 3d. Monday in March and on failure an execution will issue. It is further decreed that each party pay one half the costs for which fifa issue.

P 326 Jeremiah Dickson Jr. vs Micheal Duffy et als (Final decree

This cause came on to be heard and complainants say they desire no further to prosecute said bill and agree that the bill be dismissed. It is therefore decreed by the court that said bill be dismissed without produce and the complainant and his security pay the costs for which fifa issue.

A. A. Brevard vs M. Duffy et als (In. decree

By Agreement of the parties it is decreed by the court that all the negroes except the ones in the possession of the defendant Duffy be hired out by the Clerk until the next term of the court taking bond and security for the same. Duffy will be chargeable with a reasonable hire for the negroes he has in possession.

Nathan J. Cass vs Aaron & Moses York (demurrer

Came the parties by their solicitors & the matters of law arising out of the demur filed by defendants to complainants bill being argued & understood by the court, it is ordered that the demurrer be sustain & that the bill be dismissed and complainants pay all cost in this cause and on application of complainant he is permitted to file & amended bill if done on or before the 2nd rule day.

Nathan J. Cass vs John M. Fergusson (Inj. bill

There being no sufficient injunction & prosecution bonds given by complainant in this cause it is ordered that unless the complainant give sufficient bonds on or before the 2nd. Rule day this bill be dismissed & if said bonds are given it is by agreement ordered by the court that the Clerk & Master take an account of all debts due by each party to the other and referred to the next Term of this court all questions arising upon the Statute of limitation and other were are until the coming of said Report.

Jeremiah Dickson vs Alfred A. Payne Mills admrs & als vs James T. Mills & als

On motion it is ordered by the court that Robert A. Bennett pay to James T. Mills at his discretion not exceeding \$50 for the support of said Mills family out of the fund in his hands in this case. It is ordered that all the comes finally determined at this Term be enrolled and there being no further business for the action of the court the Chancellor is pleased to adjourn until Court is convene.
Bromfield Ridley

P 328, Lafayette July the 12th 1858

The same being the second Monday of said month and the time appointed by law for holding the Chancery Court at Lafayette

The Honorable Bromfield L. Ridley appeared in the court house. Took his seat and 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.

W. K. Carr admr. vs Charles J. Street et als

In this case leave is given the defendants until the 2nd rule day to answer the Bill so as not to delay the hearing of the cause.

Mahula Kerley vs William Kerley (final Decree)

In this cause it appearing to the court that the parties are again living together having compromised their difficulties. It is ordered by the court that complainants bill be dismissed and the defendant pay the cost for which five issue.

M. & E. Kirkpatrick et als vs Z. W. Martin & J. Y. Roper sent. Cook & Bailey vs Z. W. Martin & J. Y. Roper sent.

A. J. Duncan & Co. vs Z. W. Martin & John Y. Roper sent.

In ~~XXXX~~ the above cause leave is given the defendant P. 329 until the 2nd rule day to answer the several bills so as not to delay the hearing of said causes.

William B. Moren vs R. J. Whitley & als heirs & C and devisees of Taylor Whitley decd.

Be it remembered that this cause came on for final hearing before the Honorable B. L. Ridley Chancellor on this 12th July 1858 where it appearing to the court that the defendant having been served properly with process resident in this state and publication being properly made as to the non resident and all of said Defendants having failed to plead answer or demur to complainants Bill, the same is taken for confessed and set for hearing ex parte. Whereupon it satisfactorily appearing to the court that in the year 1842 the complainant Moren having paid \$85. of the purchase money of 45 acres of land purchased of John Reeves who gave the title to Taylor Whitley and in 1842 complainant & Taylor Whitley adjusted their rights touching said land by complainant permitting Taylor Whitley to recover the deed for the 49 acres; and he Taylor Whitley executed to the complainant W. B. Moren the 70 acres of land lying in Macon County now the new Springs adjoining William Chitwood, Wyell Good and Newby & Heened lying in District No. 6 and that complainant & wife have settled and levied on said 70 acres tract of land from 1842 to this time. Yet the said Taylor Whitley by his estate and to charge complainant with rents of said land for 15 years. The complainant files this Bill to remove any doubts in regard to the title of said land not seeking to claim under the will aforesaid. The court is of opinion that the complainants title to the said 70 acres of land by virtue of the warrant deed is good & perfect. It is therefore Decreed P 330 by the court that the complainants are entitled to said 70 acres of land and are not subject to pay rents; and all the right and title of the Defendants be divested out of them and vested in complainants Moren & wife. And it further ordered that the Defendant pay the costs of this suit and that five issue.

William H. Adams vs George W. Love & Henry Love
P 331 Nathan J. Gass vs Moses & Aaron York & others (Demurrer)
The defendants in this case filed their demurrer to complaints bill and the court being fully advised over ruled the same and leave is given defendants till the first rule day to file their answer.

Be it remembered that this day the 12th of July 1858 Bennett Wright & others Securities of John Claiborne as Clerk & Master of this Court presented to the Chancellor their Petition together with a notice served on said Claiborne asking to be discharged as such securities or that said Claiborne executed a bond giving Counter Security whereupon said Claiborne tendered his resignation which was accepted by the Chancellor & afterwards the Chancellor presiding was pleased to reappoint to said John Claiborne as Clerk & Master of said Chancery Court at Lafayette for the next six years & there upon said John Claiborne came here into open court & took on oath to support the constitution of the United States & of the state of Tennessee and on oath of office & was permitted to reenter on the discharge of the duties of his office having previously tendered to the Chancellor the following form, several bonds which were acknowledged by the Chancellor & ordered to be entered on the records of this court. Said bonds are in the words & figures following To wit: Know all men by these presents that that we John Claiborne Daniel D. Claiborne, Nathaniel M. Claiborne, L. L. Roark, George L. Walton Peter A. Wilkerson, Esqn Howell, Anderson Bratton, L. L. Segraves Washington L. White, Joseph Woodcock Perry A. Simmons, J. G. Claiborne, Z. G. Claiborne, J. H. Brockett, W. K. Carr, W. L. Gregory and James A. Crogan all of the county of Macon & state of Tennessee except Daniel D. Claiborne who is a citizen of the county of Wilson in said state of Tennessee in the sum of one thousand dollars to which payment we bind ourselves our heirs Executors and administrator Jointly & severally sealed & dated the 12th day of July 1858.

Whereas the above bound John Claiborne has been this day appointed Clerk & Master of the Chancery Court at Lafayette for the term of six years now the condition of the above obligation is such that if the said John Claiborne shall well & truly account for & pay over 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 & virtue.

John Claiborne (seal)	Daniel D. Claiborne (seal)
I. L. Roark (seal)	P. A. Wilkinson (seal)
G. L. Walton (seal)	Esqn Howell (seal)
Anderson Bratton (seal)	L. L. Segraves (seal)
W. M. White (seal)	Joseph Woodcock (seal)
Perry A. Simmons (seal)	J. G. Claiborne (seal)
Z. G. Claiborne (seal)	J. H. Brockett (seal)
W. K. Carr (seal)	W. L. Gregory (seal)
James A. Crogan (seal)	

Know all men by these presents that we John Claiborne, Daniel D. Claiborne, I. L. Roark, P. A. Wilkinson, G. L. Walton, Esqn Howell, Anderson Bratton, L. L. Segraves, W. M. White, Joseph Woodcock, Perry A. Simmons, J. G. Claiborne, J. H.

Brockett, W.K. Carr, W. L. Gregory and James A. Crogan all of Macon County & state of Tennessee except Daniel D. Claiborne who is a citizen of the county of Wilson in said state of Tennessee are held & firmly bound unto the state of Tennessee in the sum of five thousand dollars to which payment we bind ourselves our heirs executors & administrators jointly & severally firmly by these presents signed sealed & dated this the 12th day of July 1858.

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 & after this date. Now the conditions of the above obligations is such that if the said John Claiborne shall faithfully collect & pay over all fees & forfeitures agreeable to Law during his continuance in office then to be void otherwise to remain in full force & virtue

John Claiborne (seal)	Daniel D. Claiborne (seal)
Nathaniel M. Claiborne (seal)	G. L. Walton (seal)
Eson Howell (seal)	Anderson Bratton (seal)
L. L. Segraves (seal)	W. M. White (seal)
Joseph Woodcock (seal)	Ferry A. Simmons (seal)
J. G. Claiborne (seal)	Z. G. Claiborne (seal)
J. H. Brockett (seal)	W. K. Carr (seal)
James A. Crogan (seal)	

Now all men by these presents that we John Claiborne, Daniel D. Claiborne, Nathaniel M. Claiborne, Iredell L. Clark, Peter A. Wilkinson, G. L. Walton, Eson Howell, Anderson Bratton, L. L. Segraves, W. M. White, Joseph Woodcock, Perry A. Simmons, J. G. Claiborne, Z. G. Claiborne, J. H. Brockett, W. K. Carr, W. L. Gregory & James A. Crogan all of the county of Macon & state of Tennessee except Daniel D. Claiborne who is a citizen of the county of Wilson in said state of Tennessee are held & firmly bound unto the state of Tennessee in the sum of five thousand dollars well & truly to be paid. we bind ourselves our heirs executors & administrators jointly & severally firmly by these signed sealed & dated this 12th day of July 1858.

Now the conditions of the above obligation is such that when as the above bound John Claiborne has this day been appointed Clerk & Master of the Chancery court at Lafayette in the county of Macon & state of Tennessee for the term of six years now if the said John Claiborne shall be Clerk & Master of said court for & pay over all moneys according to law coming into his hands as commissioner to sell property condemned or ordered to be sold by said court then this obligation to be void and not otherwise.

John Claiborne (seal)	Daniel D. Claiborne (seal)
Nathaniel M. Claiborne (seal)	I. L. Roark (seal)
P. A. Wilkerson (seal)	G. L. Walton (seal)
Eson Howell (seal)	Anderson Bratton (seal)
L. L. Segraves (seal)	W. M. White (seal)
Joseph Woodcock (seal)	Perry A. Simmons (seal)
J. G. Claiborne (seal)	Z. G. Claiborne (seal)
J. H. Brockett (seal)	W. K. Carr (seal)
W. L. Gregory (seal)	James A. Crogan (seal)

Know all men by these presents that we John Claiborne, Daniel D. Claiborne, Nathaniel M. Claiborne, I. L. Roark,

P. A. Wilkinson, G. L. Walton, Eson Howell, Anderson Bratton L. L. Segraves, W.M. White, Joseph Woodcock, Perry A. Simmons, J. G. Claiborne, Z. G. Claiborne, J. H. Brockett W. K. Carr, W. L. Gregory & James A. Crogan all of this county of Macon & state of Tennessee except Daniel D. Claiborne who is a citizen of the county of Wilson in said state of Tennessee are held & firmly bound unto the state of Tennessee in the sum of five thousand dollars to which payment we bind ourselves our heirs executors & administrators jointly & severally and dated this the 12th day of July 1858.

P 335. 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 obligation is such that if the said John Claiborne shall safely keep the records of said court & shall faithfully discharge the duties of his office during his continuance in said office then the above obligation to be void otherwise to remain in full force & virtue.

John Claiborne (seal)	Daniel D. Claiborne (seal)
Nathaniel M. Claiborne (seal)	I. L. Roark (seal)
P. A. Wilkinson (seal)	Anderson Bratton (seal)
L. L. Segraves (seal)	W. M. White (seal)
Joseph Woodcock (seal)	Perry A. Simmons (seal)
J. G. Claiborne (seal)	Z. G. Claiborne (seal)
J. H. Brockett (seal)	W. K. Carr (seal)
W. L. Gregory (seal)	James A. Crogan (seal)

P 336. Levi Austin & wife Polly vs William Reed, Washington M. White & Samuel Ficklin / Decease
Be it remembered that this cause came on to be heard on this

P 337. Samantha G. Reece by her Guardian W. J. Reece Ex parte
Be it remembered that this cause came on to be heard on this the 12th day of July 1858 upon the report of the Clerk and Master of which report is in all the words & figures following (to wit) Report attested below following to wit Report it is therefore ordered to be adjudged and decreed by the court that all the right title claim and interest that the said Samantha G. Reece has in and to the undivided interest mentioned in the land mentioned in the pleadings be divested out of her and vested in the purchaser W. G. Reece his heirs and assigns forever subject to a lien for the purchase money, it is further ordered by the court that the money arising from the sale of said land when collected be paid into the hands of the Guardian & the same part to interest and it is further ordered that the petitioner pay the cost for which file may issue.

The Clerk & Master reports that he advertised the land mentioned in the pleadings at the court house door in Lafayette and at five other places Public, one of which in said land is situated more than forty days previous to said sale & sold the same at the court house door in the town of Lafayette on Saturday the 10th day of April 1858 upon a credit of Twelve months & where William J. Reece became the purchaser he being the highest bidder at the price of Twenty dollars and executed his note for said sum of Twenty dollars due Twelve months after date with good security thereto all of which

is respectfully submitted this the 12th day of July 1858

184

W. H. Adams vs George W. Love & Henry Love (Final decree
Be it remembered that this cause came on to be heard on this the 12th day of July 1858 before his honor Chancellor Ridley in the presence of the parties and their solicitors and it appearing to the court that the matters in dispute have been compromised as follows.

P 338, The trade between the parties as to the sale and purchase of the tract of land is cancelled and the notes given for the purchase money are to be delivered up and the title to the land to be re-vested in complainant the complainant is to pay the costs of the suit except the depositions of Defendants and no account is to be taken of the rents & improvements. It is therefore adjudged and decreed by the court that said contract for the sale and purchase of said land be set aside and all the right title and interest of the defendants in the same be divested out of them and be vested in the complainant. It is further decreed that the notes made exhibit in the bill and given for the purchase money be delivered up and complainant pay the costs for which five issue & a writ of possession issue to place said complainant in possession of said land. It is further decreed by the court that the attys. of complainant, Head & Bennett be allowed a fee of \$40 each that said fees and the costs of the suit be a lien upon the land subject to the attachment of his wife in the divorce case. No execution is to issue and sell the land until the next term of the court.

D. D. Claiborne vs Joseph & Carrol Dillard & Jeremiah Jamison Decree

Be it remembered that this cause came on to be heard on this 12th day of July 1858 before Chancellor Ridley upon the demurrer of Defendant Jamison whereupon on condition of the same the court is of opinion that said bill is sufficient at law & doth said deft. demurrer and orders that he answer whereupon deft. filed his answer.

Nathan J. Gass vs John M. Fergusson

Be it remembered that this cause came on for further hearing before Chancellor Ridley on the 12th July 1858 whereupon affidavit of Defendant this cause continued and the amount ordered to be taken at last Term is revived and report to be made at next term and the defendant is permitted to take proof and John Eakle, Moses York & Andrew Eakle upon the ? in Defendants affidavit and report the amount at next term. The costs of taking said Witness Deposition to be paid by Defendant.

P 339, W. B. Moran vs Kencheon Whitley & others heirs & ? of Taylor Whitley Deceased.

Be it remembered that this cause came on final hearing before the Hon. J. L. Ridley Chancellor on the 12th day of July 1858 where as it appearing to the satisfaction of the court that the Defendants having been served properly with process residents in the state and publication having been properly made as to the non-residents and all of said Defendants having failed to plead or answer or demur to complts.

185

bill the same is taken for confessed & set for hearing. Experts whereon it satisfactorily appeared to the court that in the year 1842 the complt. Moran having paid Eighty five dollars of the purchase money of 49 acres of purchase of John Reeves who made the title to Taylor Whitley and in 1842 complt. and Taylor Whitley adjusted their rights touching said land by complt. permitting Taylor to receive the deed for the 49 acres and he Taylor Whitley executed to complt. W. B. Moran the 70 acres of land lying in Macon County near the Red Springs adjoining William Chitwood, Wyatt Road & Newby & Heance lying in district No. 6 and that complainant & wife have settled and lived on said 70 acres tract from 1842 to this time yet the said Taylor Whitley by his will he seeks to make said land a part of his estate and to charge complainant with rents of said land for fifteen years the complainant files this bill to remove any doubts in regard to the title to said land not seeking to claim under the will aforesaid the court is of opinion that the complainant's title to the said 70 acres of land by virtue of the warrant-deed is good and perfect it is therefore decreed by the court that the complainants is entitled to said 70 acres of land and are not subject to pay rents and all the right & title of the defendants be divested out of them and vested in complainants Moran & wife & it is further ordered that the defts pay the costs of the suit and five issue Touching the question of costs it is referred to the Master to report to the next Term of the court whether any agreement was made as to the payment.

P 340 Jeremiah Dixon vs A. A. Bennett &uffy & als

Be it remembered that this cause came on for hearing on this 12th day of July 1858 before Chancellor Ridley upon the demurrer of Defendants Beward &uffy to the cause cross Bill of said Dixon whereupon it appears to the court that said Bill shows nogrounds of legal or equitable relief, and that said Demurrer as well taken and the same is sustained and the Bill ordered to be dismissed and that complainant pay the costs for which five may issue as at law & C.

Irby Morgan Plumer & Co vs Z. W. Martin & J. Y. Roper
This cause is dismissed at the costs of complainants

Pall & Cunningham vs Z. W. Martin & John Y Roper senr.

In this cause leave is given defendants until the 2nd. rule day to answer so as not to delay the hearing of the cause.

Martha A. Stepp & others vs Bennett Wright

On affidavit of complainant Martha Ann Stepp this cause is continued till next term of this court and leave given to retake the deposition of Oredell Boark and this cause is remanded to the rules generally in taking proof & C.

P 341, Charlotte McCommack vs James McCommack Bill for Divorce

Be it remembered that this cause came on for final hearing on this the 12th day of July 1858 before the Honorable B. L. Ridley Chancellor of the 4th Division & it appearing to the satisfaction of the court that the defendant James

McCommack is a nonresident of the state & that publication had been made as required by law & that Deft. failed to appear plead answer or demur to complainant's bill and that the same has been taken for confessed as to him. it further appearing to the court from the proof in the cause that said deft. has been guilty of inhuman treatment to complainant & that it was not safe for her to remain longer with him & that he had refused to make the necessary provision for his family it further appears that Deft. wilfully & maliciously deserted and absconded himself from complainant & that good & sufficient grounds exist for a divorce from the bonds of matrimony, it is therefore ordered adjudged & decreed by the court that the bonds of matrimony that is now existing between complt. Charlotte McCommack & Deft. James McCommack be declared void & that the said Charlotte be restored to all the rights privileges & immunities of a single person it is further decreed that complt's name be changed from Charlotte McCommack to her maiden name Charlotte Hendrix & that she have the care & custody of her two children Polly Ann & Harriet F. McCommack, it is further ordered by the court that complt. pay the cost of this suit in the first place & that she have judgement ever against the Deft. for the same.

John J. Wright vs L. B. Griffith

Be it remembered that this cause came on for final hearing on this the 12th of July 1858 before Bromfield Ridley Chancellor of the fourth Division of the state of Tennessee P 342, it appearing to the satisfaction of the court from the proof in the cause & judgement proconfesso heretofore being taken against Deft. Griffith that complainant John J. Wright & Mary Wright sold their interest in negro girl Mary to said L. B. Griffith & it further appears that the interest of said John J. Wright & Mary Wright consisted of only half of said negro & that in the sale to Griffith as aforesaid and in drafting of the bill of sale to said Griffith for said negro it further appears to the court that they by mistake in drafting of the bill of sale included the title to the whole negro & girl a bill of sale for the same instead of their interest that they sold as aforesaid it is therefore ordered adjudged & decreed by the court that the said bill of sale which bears date 17th of February 1853 made by complainant John J. Wright & Mary Wright to Deft. L. B. Griffith for said negro be declared null & void & that all the right title and interest that the said John J. Wright & Mary Wright had in & to said negro be decreed to Deft. L. B. Griffith which is one half of said negro be vested in Deft. Griffith his heirs & assigns forever, it is further ordered that the Deft. Griffith pay the cost of suit for which fifty may issue.

Patrick Duffy vs Michael Duffy A. A. Brevard and Jacob Uhls
It is ordered that the Defendant Jacob Uhls be allowed until the second rule day to file his answer in this cause so as not to delay the hearing of the cause.

John Word Guardian & C in Chancery at Lafayette Exparte
July 1858

Be it remembered that this cause came on this day to be heard before Hon. B. L. Ridley Chancellor & C upon pe-

-titioner which was sworn to form which it appeared to the court that John Word by whom petitioners made their application to the court is their regular Guardian having been P 343 appointed such at the July Term of the Wilson County Court & that James A. Taylor died in the year 1856 in Wilson County Tennessee leaving a last will & Testament which was duly admitted to probate in the county court of Wilson, it further appeared that the wife of said James A. Taylor Deceased & the Petitioners were all the heirs & representatives left by him & the only persons to whom anything was given by his last will, it further appeared that the said wife of the said James A. Deceased is dead having died several months since & that the Petitioners are the only persons holding any interest in the said one third part of the Red Sulphur Springs property which the said James A. Deceased died seized & possessed of said Red Sulphur Springs property it appeared is situated in Macon county District No. 6 about 12 miles East of Lafayette adjoining the lands of Parent on the North Hudson, on the West Road & Warden on the South Warden, on the West the interest of the said James A. Deceased or of which he died seized & possessed it appeared amounted to one third part of the whole of said springs property which property consists of about one hundred & eighty four acres of land together with all the improvements & the Petitioners attached it further appeared from the allegation of the Petition that said property in depreciating in value for want of improvements & proper care of them already on the land & that it would be to the manifest advantage of the Petitioners for the interest of one third which they hold in said property to be sold and that it could be sold now to a better advantage than subsequently whereupon it was considered by the court that the application presented a proper case for a reference to the Clerk & Master to take proof & report to the court whether it would be to the interest of the Petitioners for their interest in the said property to be sold & if so how & upon what terms & the court so or as it ordered further that he report if practicable to this Term of the court

P 344, John Word Guardian & C Exparte Petitioners to sell Land in Chancery at Lafayette July 12th 1858

Be it remembered that this cause came on again to be heard this day upon the report of the Clerk & Master & the proof upon which it was based which report & proof is in the following words & figures (to wit)

John Word Guardian & C. Exparte petition to sell Land
The undersigned Clerk & Master of the Chancery Court at Lafayette in to an interlocutory order made in the above case have proceeded to take the Evidence of John C. Marshall, Daniel D. Claiborne, Peter A. Wilkerson & Hugh B. Flippin who after having been sworn to state the truth the whole truth and nothing but the truth touching the matters concerning which they might be interrogated stated as follows to wit: John C. Marshall being first sworn stated that he was acquainted with the property known as the Red Sulphur Spring property situated in this county some 12 miles East of Lafayette, that he has known said property for about 12 years

that he is opinion that it would be manifestly to the interest of the children and heirs to whom some third of said property belongs to have the same sold as he believes that it would sell for more at present than subsequently that the property he believes is depreciating in value, he further believes that it would be best for the sale to be upon a credit of one two & three years the payments to be equal, the last payment to draw interest for twelve months previous to its maturity he thinks twenty five hundred dollars would be a proper sum to be fixed on as a minimum price on one third of said property.

Sworn to & subscribed before me this 12th day of July 1858 John Claiborne C & M
P 345, John C. Marshall, Daniel D. Claiborne, Peter A. Wilkinson & Hugh B. Flippin being next sworn stated that they had heard Red the deposition of John C. Marshall and subscribe to the statements therein contained in reference to the character & condition of the property the propriety of its being sold & also as to the terms of sale as well as the sum to be fixed on as a minimum price sworn to and subscribed before me this the 12th day of July 1858

John Claiborne C. & M.
Peter A. Wilkinson, H. B. Flippin Daniel D. Claiborne
From the foregoing proof in part that it would be to the interest of the petitioners to have their interest of the Red Sulphur Spring property sold that the sale should be upon a credit of one two & three years the payments being equal the last note to bear interest for 12 months this previous to its maturity and that twenty five hundred dollars should be fixed upon as the minimum price upon the petitioners which report being heard and understood by the court is in all things confirmed from which report and proof it appears to the satisfaction of the court that it would be to the interest of the minor children to whom one third of the Red Sulphur Springs belong to have the same sold on a credit of one two & three years the last note bearing interest for 12 months previous to its maturity and also the minimum price for the one third undivided interest in said property it is therefore ordered adjudged and decreed by the court that the master after giving notice of the sale of said interest in said property in the Union and American Banner & Patriot at Nashville for three months and advertisement at three or more places in this county one of which shall be the court house and another the Public Room at the Red Sulphur Springs & the other at some public place in the county shall expose said interest to public sale to the highest bidder upon the premises upon a credit of one two & three years the last note to bear interest as aforesaid. Notes with two or more good securities being required of the purchaser and a loan retained upon the interest so sold until the payment of all the purchase money except that one hundred and twenty five dollars shall be required to be paid in cash on the day of sale, and provided that no sale shall be made unless the property shall bring 2500\$. It is ordered that the Master report his action in the premises to the next term of this court.

Firdonia Kerley vs W. M. Kerley (Final Decree)

Be it remembered that this cause came on to be heard

on this the 12th day of July 1858 before his Honor Chancellor Ridley upon the pleadings and proof in the cause & it appearing to the satisfaction of the court that the parties intermarried about 7 years ago that during the time they lived together the Deft. on several occasions accused the complt. of adultery which charges are unfounded; & that the complt. is woman woman? of good character it also appeared to the court that in March last when the parties were on the eve of going to the Western district the Deft. secretly left the complt. without assigning one cause & remained absent some four months & that Deft. was a man of good character, these charges on the conduct of the Deft. rendered the condition of the complt. intolerable, it is thereon adjudged & decreed by the court that the bonds of matrimony existing between said parties be dissolved & for nothing held & the complt. be restored to all the rights & privileges of a feme sole, it is further ordered by the court that the property be divided between the complainant and Defendant as follows; the complt. is to retain all the property in her possession except the wagon harness & C. P 347, Counting of the cow & calf three beds & furniture, mare & colt & eighty five dollars of the \$135 in cash making her interest in the property worth \$325 & complt. is to pay E. A. Bennett atty of Deft. \$50. dollars of the one hundred & thirty five of the cash in hand the Deft. is also to have the wagon harness & C which is to be delivered over to him, he is also to have the money & notes attached in his hands of his father James Weely and also the mare in his possession the Deft. is to have the privilege of visiting his child John W. and the child to visit him at reasonable times to be regulated by Clerk & Master, it is further decreed that the Deft. pay the cost for which this issue the question as to who is the most suitable person to raise the child is not determined by this decree. It is ordered that complt. name be exchanged from Kerley to her maiden name Sullivan.

John Carr & W. D. Marshall admrs of Jesse Marshall Deceased vs George Burnley et al (Interlocutory Decree)

Be it remembered that this cause came on to be heard on this the 12th day of July 1858 before the Hon. B. L. Ridley Chancellor & C upon the pleadings and proof in the cause & it appearing to the court that the bill was filed for the purpose of settling the title to certain slaves To Wit; Fernelia & her children Malinda, Moses & Henry & for a division of the remainder of the slaves of their intestate Jesse Marshall the said John Carr claiming said slaves Fernelia & Moses as an advancement, it also appeared to the court that said woman Fernelia was placed in the possession of said Carr & wife in 1836 as a loan & has so remained in their possession since that time the court is of opinion & so decrees that said Fernelia was a loan & not a gift & that said woman & children are the property of the estate of the intestate Jesse Marshall Deceased but the said compts. loan is not chargeable with hire for said slaves, it also appeared to the court that the following slaves belong to said Estate (To Wit) Dick, Martin, Henry,

Moses, Ned & Andrew, Billy, Peter, John, Bethel, Franky & her child Hannah, Dave an Infant child Rachel & her Infant Martha & Alfred and hire to be divided among the heirs & distributees of said Estate. It is thereon adjudged & Decreed by the court that Anderson Bratton, John C. Marshall & John Claiborne be appointed commissioners to make division of the slaves belonging to said estate including woman Permelia & her increase & the slaves above mentioned & any increase they may have among the heirs & distributees of said estate set forth in the pleadings & report to the next term of this court. The Clerk will take an account of the hire of the slaves since the settlement of the administrator with the county court & charge the admr. with the same he will also take an account of any advancement made to the different distributees the clerk will allow the administrators a reasonable compensation for their services since their settlement with the county court the Clerk will report to the next term of the court, it is further decreed that the costs of the cause be paid by the admr. out of the assets in their hands for which they will be credited on their settlements.

Willis Dean vs Pilate Dean (Decree)

This cause is continued till the next term of the court upon affidavit of Defendant with leave to take proof on both sides generally.

Christopher Hays vs John Stewart Pennington Alexander Miriam & Ellender Pennington (Final Decree)

Be it remembered that this cause came on for hearing before his Honor B. L. Rixley & Chancellor & C upon the bill of complainant exhibits answer of Defendants John S. Pennington & the answer of guardian ad litem for the other Defendant & proof & exhibits in the cause from all of which it appeared to the satisfaction of the court that Defendant John S. Pennington became indebted to C. Hays & P. M. Rupel partners in merchandise under the firm & style of Hays & Rupel in the sum of one hundred & eighteen dollars and ninety three cents due January 1st 1856 & that said Rupel assigned his interest in said note to said Hays on the 12th of January 1856 whereupon said Hays the complt. became the sole owner of the note & sued & recovered judgement on the note against

John S. Pennington on the 11th of Sept. 1856 it was not paid; execution issued thereon on the 8th day of Sept. 1856 & was placed in the hands of James A. Brandon a constable of Macon county who returned the same nulla bond on the 8th day of Oct. 1856 it further appeared to the court that the deed marked exhibit A to the Macon County Tract of land was executed by one William Crawford on the 18th of Decr. 1851 to Elizabeth Pennington & her heirs that said Elizabeth was the wife of the Deft. John S. Pennington that she died since the execution of said deed & before the filing of complainant Bill that said Alexander Miriam & Ellender are her children by her marriage with John S. Pennington that the main part of the consideration of the Tract of land conveyed to her & her said heirs was a gratuity from her brother William, that said Elizabeth Pennington in her life time & her said husband John S. were seized & possessed of said Tract of land in Macon county Tennessee No. — and bounded as follows To wit

This Indenture this the 18th day of Decr. in the year of our Lord one thousand Eight hundred & fifty one William Crawford of Monroe County & state of Kentucky of the one part & Elizabeth Pennington & her heirs of the county of Macon & state of Tennessee of the other part witnesses that he the said William Crawford for & in consideration of Two hundred dollars to him in hand paid at or upon the Delivering of these present hath given bargained granted sold leased confirmed & conveyed & doth by these presents give grant bargained sell & convey unto her the said Elizabeth Pennington & her heirs & assigns executors & administrators for ever all the estate right title property claim & demand what ever either in Law or Equity that he the said William Crawford hath to a certain piece or parcel of land that he the said William Crawford hath in Macon county Tennessee on the Waters of Lins Creek & bounded as follows to wit: Beginning on a double poplar on the state line; thence South with Radley's line 110 poles to the state line calling for stake thence West to the beginning 167 Poles containing 160 acres be the same more or less to have & to hold all & singular the said piece or parcel of land together with all wood waters, mines & minerals, heradiments & appertenances to the said Elizabeth Pennington her heirs & assigns forever & the said William Crawford doth hereby bind himself & his heirs forever to warrant & defend the right of the above mentioned piece of land from himself his heirs & all other persons whatever unto the said Elizabeth Pennington & her heirs & assigns forever given under my hand & seal this day & date above written. William Crawford (seal)

Written signed in the presence of us Alexander Fergusson, James Fergusson, W. Fergusson. Received for registration sixt of February 1852 G. L. Walton Register of Macon county state of Tennessee Macon county Personally appeared before me J. R. Short Clerk of the county of Macon county Alexander Fergusson & William Fergusson the ? witnesses with whom I am personally acquainted & who after being duly sworn Depose & say they are personally acquainted with the assigner & that they heard him acknowledge the same to be his act & deed witness my hand at office the 6th February 1852 at 12 o'clk P M G. L. Walton Register of Macon County.

P 351, The court is of opinion that said deed is not fraudulent but is valid & that said John S. Pennington is Tenant by the curtesy for & during his natural life of said land & the said interests is subject to be sold for his debts. It is therefore ordered adjudged & decreed by the court that the Clerk & Master of this court after first advertising the same as required by law proceed & sell the said tract of land to the highest bidder for cash at the court house door in the town of Lafayette for & during the Term of the natural life of the said John S. Pennington it appearing to the court that he has such an estate in said land & that the Clerk & Master apply the proceeds of sale first to the discharge of compts. Christopher Hays debt of one hundred & eighteen dollars & ninety five cents together with interest thereon from 1st day of January 1856 till paid over & that he take complainant receipt therefore & pay the balance of

the purchase money if any to Deft. John S. Pennington & it is further decreed that the C & M report his proceedings to the next Term of this court & that the complt. pays the cost of suit for which a bill may issue.

N. J. Gass vs M & X York

The defendants filed their demurrer to/complts, amended bill which was argued & being well understood by the court the same was over ruled and leave given defendants till 2nd Rule day to answer so as not to delay the trial of the cause.

Jones W. Locke vs Robert Stubblefield et als

It is agreed by the counsel on both sides that they defendants have two months to file their answers so as not to delay the hearing of the cause.

P 352, Smith Meador Exc & C vs William Roark et als (Final Decree

Be it remembered that this cause came on to be heard on this the 13th day of July 1858 before the Hon. B. L. Ridley Chancellor & C upon the pleadings & proof in the cause and it appearing to the court that Ira Meador died leaving a will and the complt & Lewis Meador qualified as Executors the father having died it also appeared to the court that the Testator loaned to his daughter Elizabeth Roark wife of Defendant William Roark negroes Julian & Elizabeth & all of her portion of the estate for life & at her death the said property to be divided among her children the said defendant it also appeared that the executor paid over to the said Elizabeth & her husband about \$711 & took their bond. It further appeared that the said William Roark had become guardian for the minor defendant before the county court as guardian & the court being of opinion that the complainant is entitled to & denuded of his trust and released future liability. It is thereon adjudged & decreed by the court that the complainant be denuded of his trust & be released from any future responsibility in regard to said property. It is further decreed by the court that complt. pay one third of the costs and the defendant William Roark pay the remainder out of the funds in his hands for which a bill issue.

Samuel P. Payne vs A. A. Smith et als (In decree

In this cause leave is given the defendants until the 2nd rule day to answer the Bill so as not to delay the hearing of the cause.

P 353, D. D. Claiborne vs Joseph & Carroll Ballard and Jeremiah Jamison (Order

In this cause it is ordered by the court that service of notice upon Joseph & Carroll Ballard shall be sufficient for all of said Defendants for taking Depositions & said cause continued until next term.

Nathan J. Gass vs Moses & Aaron York (Demurrer

The Demurrer in this case is over ruled by the Chancellor & the Defts. ordered to answer the Bill on or before

the fourth rule day so as not to delay the hearing of the cause.

B. F. Townsend vs J. N. Livingston & John Segraves

In this cause leave is given Defts. to answer on or before the 2nd Rule day so as not to delay the hearing of the cause.

P 354, Mary Martin vs Daniel Martin (Bill for a Divorce

Be it remembered that this cause came on for hearing on this the 13th day of July 1858 before the Hon. B. L. Ridley Chancellor of the 4th division of the state of Tennessee presiding at Lafayette Macon county. It appearing to the satisfaction of the court that Defendant was a non-resident of the state of Tennessee & that Judgement Proconfesso have been taken against him it further appeared that the Deft. Daniel Martin has been guilty of whipping beating & ill-treating of the complainant so that it rendered her condition intolerable & was not safe for her to longer remain with him. It further appears from the proof in the cause that the said Daniel Martin has the following property (Towit) one horse, one hog, one rifle gun, two beds & stands some household & Kitchen furniture, two plows, two hoes, one set of plow gearing. It is therefore ordered adjudged & decreed by the court that the bonds of matrimony that is now existing between the complainant Mary Martin & Daniel Martin be declared void & of no effect. It is further ordered that complt named be changed from Mary Martin to Mary Hutchinson. It is further ordered adjudged & decreed by the court that the said complainant Mary be allowed to keep her infant children that they remain with her under her control & dominion. Said children names appears as follow to wit Mary J., Ceilie Ann, Wiley, W. L. & James Albert Martin. It is further decreed by the court that complt Mary be allowed all of the above named property that it be given to her to dispose of as she may see fit & that complt pay the cost of this proceeding with Judgement ever against defendant for the same for which a bill

P 355, B. F. Townsend vs J. N. Livingston & John H. Segraves (In. Decree

In this cause leave is given the Defendant until the second rule day to answer the bill so as not to delay the hearing.

A. A. Bravard vs Michael Duffy & Jacob Uhles

Patrick Duffy vs Jacob Uhles et als

In the causes upon the affidavit of Jacob Uhles. It appearing to the court that said Uhles is a nonresident, a citizen of Illinois that Judgement Proconfesso had been taken against said Uhles to file a cross bill in these causes against said parties, it is therefore ordered & Decreed by the court that said Judgement Proconfesso be set aside & said Uhles be permitted to file his answer on or before the second ruleday so as not to delay the hearing of the cause & that said Uhles be permitted to file his cross bill in both cases on or before the 2nd Rule day.

L. G. Mills et als vs James L. Mills et als and
H. S. Young vs Martha A. Robinson et als (In. Decree

This cause is continued until the next Term upon the affidavits of the Defendants and the case is remanded the rules for proof on both sides the administrators will leave out the fund until the next Term of the of the family of James T. Mills the sum of \$125.

P 366 July Term Chancery Court 12th July 1858.

Alfred A. Brevard vs Michael Duffy & Jacob Uhles
Patrick Duffy vs Jacob Uhles

In this cause upon the affidavit of Jacob Uhles, it appeared to the court that said Uhles is a non resident; a citizen of Illinois; that Judgement pro confesso has been Taken against said Uhles in the first above named case before the clerk & Master on the 5th day of April 1858 and it further appeared that it was not necessary and material for said Uhles to file a cross bill in these causes against said parties. It is therefore ordered and decreed by the court that said Judgement pro confesso be set aside, and said Uhles be permitted to file his answer on or before the 2nd Rule day so as not to delay the hearing of the cause and that the said Uhles be permitted to file his cross bill in both cases on or before the 2nd Rule day.

John Hall vs W. K. Carr admr of R. P Hall decd. Ruth Hall & others

Be it remembered that this cause came on to be heard on this the 12th day of July 1858 before his Honor Chancellor Ridley upon the report of the Master in the words and figures following to wit:

The Clerk & Master reports that he advertised the land mentioned in the pleadings for more than forty days; Both in the public news papers and in divers public places in Macon county one of which was at the court house in the Town of Lafayette and sold said land estimated at one hundred P 357, and seventy three acres more or less subject to the widow Ruth Hall Dower or life time Estate in fifty seven acres thereof upon the premises on the 20th day of March 1858 upon a credit of one and two years Except the sum of two hundred dollars which was paid in hand. When and where Henderson Johnson became the purchaser at the price or sum of nine hundred and three dollars; and paid in hand two hundred and gave him two several notes with good and sufficient securities, one for three hundred and fifty dollars and fifty cents due the 20th day of March 1859 and one for three hundred and fifty one dollars and fifty cents due the 20th day of March 1860.

All of which is respectfully submitted
This the 12th day of July 1858

John Claiborne Clerk & Master
I further report that Messrs Head, DeWitt and Guild are entitled to a fee of forty dollars each for their services

John L. Hall vs W. K. Carr admr of R. P Hall decd & Ruth Hall and others

Be it remembered that this cause came on to be heard on this the 12th day of July 1858 before his Honor Chancellor

Ridley upon the report of the Master which is in all thing confirmed and unexpected to it is thereon adjudged and decreed by the court that the Clerk proceed to pay the costs out of the \$200. cash and then the fees of Messrs Guild, DeWitt & Head and the Balance he will pay to the administrator to pay debts prorata. The Master will proceed to collect the notes and pay the proceeds over to the administrator to be paid to the creditors prorata. And there be no further business the court adjourned Bromfield Ridley.

P 358, State of Tennessee

Be it remembered that on this day it being the first Monday in February 1859 and the 7th day of said month & the time appointed by law to hold the Chancery court for the county of Macon in the 3rd chancery division of the state aforesaid at the court house in the town of Lafayette in the county at state aforesaid in the presence of the Honorable Bromfield L. Ridley Chancellor assigned by law to hold said Chancery court the following proceeding were held to wit

Thomas J. Flippin vs Joel Chitwood (Injunction & attach. Bill
In this case on motion of complt. by his Solicitor and it appearing to the court that the complainant with the assent of defendant having heretofore been appointed receiver and now not being prepared to make a satisfactory report he is allowed the further time of three months in which to make his report.

E. W. Cornwell vs James Good

This day came the parties and the defendant having on the 16th September 1858 paid into the office of the Clerk & Master of the Chancery court at Lafayette \$315.75 etc in gold & silver the debt for said land then due amounting to \$318.75cts; the complt. has this day received of the Clerk of this court \$315.75cts paid in as a portion leaving due \$3.05 it is therefore decreed by the court that the defendant pay the said \$3.05cts and cost of suit for life issue

Mary Ann Adams against W. H. Adams et als (final Decree

In this cause it appearing to the court that complainant had returned to Defendant Adams and they are living together it is ordered that complainant's bill be dismissed and that Defendant pay the cost for which bill issued

P 359 James Halliburton surviving Executor against J. C. Marshall administrator of J. B. Short deceased

Be it remembered this cause came on to be heard on this the 7th day of February 1859 before Hon. R. L. Ridley Chancellor & C and by consent and addition of the parties it appears to the court that since the last term of this court said defendant Marshall has resigned his administratorship on the estate of said short and that Mathew W. Alexander has been appointed administrator de bonis non of said J. B. Short's estate it is ordered that this suit be revived against said Alexander as administrator aforesaid and stand as it was in the same plea and condition as it was against said Marshall and the same be prosecuted no further against him, Marshall but in the same way and condition as it was against

said Marshall it further appeared to the court that this is therefore ordered and decreed by the court that he Clerk take and state an account charges the Defendant with all sums of money received by Defendant intestate as one of the admr of Abraham Parker Deed and giving him credit by all sums payed out by him for said estate or to complainants his co admr and reports to the next court showing the amount due from said Short's estate he will look to the proof on file and any other the parties may produce.

P 360, S.M. Fite, W. H. Dewhit, J. O. Picketts vs against E. W. Corneswell, Snuck L. Corneswell, Josiah Corneswell, L. Pistol & Thompson Corneswell

Be it remembered that this cause came on to be heard upon the consent of the parties whereon it was agreed between the said parties that the debts, who claimed the lands conveyed to them by their father Thompson Corneswell of the 14th of September 1853 shall pay to the complaints one hundred and fifty dollars in cash and the cost of this suit and the complaints agree to have vested in the defendant all the right, title and claims that complaints have in said land specified in complaints levy not heretofore conveyed by complaints to debts and the lands involved in the pleadings \$150.00 shall be in full of the claims of the said lands the said \$150.00 debt. to complaints. In pursuances of said agreement it is therefore decreed by the court that the same be made parts of this decree and complaints right and title to said lands in said deed of debts. Registered in Macon County District and be divested out of them and vested in debts. But complaints are conceded do not guarantee only so far as they & those claiming under them the title thereof the debts are entitled to of all the remaining in said lands not heretofore conveyed by the quit claim deed of complaints. It is further decreed that debts pay the cost of this suit for which cost is issue.

P 361 Richard Freeman and others against Benjamin Driver & others
It is ordered by the court in the above cause that Glibria Seagraves be appointed Guardian Adlitem for the minor heirs in said case to wit: Benjamin Driver, Cordila Divar & William Driver, Peter Driver, Gabriel Driver & Rebecca Driver, Mary A. Meador, Sarah T. Meador & Margaret L. Meador and answer for them.

Orrah Speakman against William Speakman (final decree

Be it remembered that this cause came on for final hearing before Hon. B. L. Ridley Chancellor presiding at Lafayette on this the 7th day of February 1859 and it appearing to the court from the proof in the cause and complaints. Will being taken for confessed that said defendant William Speakman had refused to provide for complaints as to provisions for his support. And that he had been guilty of crucely whipping of said complaints. It therefore appears that good and sufficient grounds exist for a divorce It is therefore ordered adjudged and decreed by the court that the bonds of matrimony now exist between the parties be dissolved and is declared void and held for naught and said complaints Orrah Speakman is reinstated to all the rights privileges and immunities of

P 362, a single person. It is further ordered that complaints pay the cost of this suit and above Judgement over against the defendant William Speakman and is issue.

D. L. Goodall et als vs Gonnell Roluston and James V. Smothers In. decrees

In this cause it appearing to the court that publication had been duly made as to the defendant Gonnell Roluston who is a non resident of Tennessee and he has failed to plad answer or demur to complainants bill, it is ordered by the court that said bill be taken for confessed and set for hearing experts or to him.

D. L. Goodall et als vs James V. Smothers et als (Final decree

Be it remembered that this cause came on to be heard on this the 7th day of February 1859 before his Hon. Chancellor idley upon bills and answer and order proconfesso and exhibits; and it thereon appeared to the court that the tract of land mentioned in the pleadings was sold by the defendant James V. Smothers to his co-defendant Gonnell Roluston on the 2d day of October 1856 and executed a title bond therefor. It further appeared to the court that said defendant Roluston failed to pay the purchase money for said land except a small portion thereof; and on the 15th March 1858 the said Gonnell Roluston sold and is said land to said Smothers; and surrendered up to said Smothers said title land executed on the 2d. of October 1856. It further appeared to the court that the said defendant Smothers has secured and paid to the complainants the amount of their claim amounting the sum of the paid by said Roluston on said land which is of the complainants have been assigned and transferred to the defendant Smothers as the purchase money. Smothers on the land and the amounts of and paid by him to the complainants is the full value of said land. It is thereon adjudged and decreed by the court that all the right title and interest of the defendant Roluston in and to the tract of land mentioned in the pleadings lying in Macon county district No. 11 Beginning on a Hickory running west to a Beech; Thence south to the Beginning containing 340 acres more or less be divested out of him the said Gonnell Roluston and his heirs forever and the defendant Jas. V. Smothers and his heirs forever and the claim of the lands him be in all things confirmed. It is further decreed that the complaints and the defendant Smothers each pay one half of the costs for which is issue

Mariah Scruggs vs Robert Scruggs (final decree

Be it remembered that this cause came on to be heard on this the 7th day of Feb. 1859 before Chancellor Ridley and it appearing to the court that process has been issued on the dft. and he has failed to plead answer or demur to complainants bill It is ordered that the same be taken for confessed and set for hearing experts or to him and thereon the cause came on to be heard on the pleadings and proof in the cause and it appeared to the satisfaction of the court that the defendant had mistreated, beat, and abused the com-

-plainant and in other respects so treated her as to render her situation intolerable and had also failed to provide for her. It is thereon adjudged and decreed by the court that the bonds of matrimony between the parties be and P 364 the complainant be restored to all the rights and privileges of a feme sole. It is further decreed that the defendant pay the cost for which this issue.

Alfred A. Brevard ()
This cause is continued

Alfred A. Brevard vs Jacob Uhls et als
his cause continued

Martha Ann Stept vs Bennett Wright et als
Upon affidavit of complt. Martha Ann Stept this cause is continued until the next term of this court upon complts. paying half the costs which may occurred in the cause. It is therefore decreed that complts. pay half the costs in the cause for which this issue.

Fall & Cunningham vs Z. W. Martin, John Y. Roper senr.
this cause continue

It appearing that an amended bill has been filed in this cause the same is remanded to the rules.

P 365, M & E. Kirkpatrick & Co vs Z. W. Martin & John Y. Roper senr.
This cause being improperly on the hearing docket the same is remanded to the rules.

Cook Bailey & Co vs Z. W. Martin & John Y. Roper senr.
This cause being improperly on the hearing docket the same is remanded to the rules.

A. J. Duncan & Co vs Z. W. Martin & John Y. Roper senr.
This cause being improperly on the hearing docket the same is remanded to the rules.

Court adjourned until tomorrow morning 8 o'clock
B. Ridley

P 366, Thomas J. Flippin vs Joel Chittwood
In this cause complt. Thomas J. Flippin is allowed three months longer to collect and account for the Book accounts notes & on divers persons owing to defendant Joel Chittwood.

and it pleased the court at about 5 o'clock P. M. to adjourn the court until to morrow morning eight o'clock. Tuesday morning Febr. 9th 1859 court met permanent to adjournment present the Honl. B. L. Ridley Chancellor & C presiding.

On motion & it appearing to the court that John. Easter? and W. J. Lyer have a license to practice in the courts of law & equity in their state and they having taken the oath prescribed by law it is ordered that their names be upon the Roll of attorneys of this court.

Joseph L. Carter vs R. Radawald?

This day this cause coming on for hearing before Chancellor Ridley upon the motion of the Defendant for a ? of the injunction granted in this cause and it appearing by his answer filed in this cause that he positively denies that the said Judgement in the Macon Circuit court is entitled to the credit set up in the Bill & having met & denied all the Equity in complainants bill. It is ordered that the Injunction heretofore granted staying staying? the Execution of the balance of said Judgement against ? W. & J. L. Carter be dissolved. Jo. C. Guild the security of the Defendant Radawald having given bond to refund the money P 367, in case it should be so desired by the court. It is ordered that the Clerk of the Macon circuit court issue the Execution on said Judgement for collection of the balance of said Judgement interests & costs in said circuit court of Macon against the said Jas. L. Carter & ? W. Carter in favor of Defendant Radawald & C

Patrick Fergusson, Adam Fergusson, John Claiborne & wife Catherine, Heits & distributors of Alexander Fergusson decd.
Be it remembered that this cause coming on for hearing before Chancellor Ridley on the 8th Febr. 1859 upon the report of the special commissioner Peter A. Wilkinson which is as follows settling the rights of said parties to wit:

In obedience to an interlocutory decree of the Honorable Chancery Court of Macon county made in the above named cause at a former Term of said court the commissioner in said cause presents this as his supplemental & final report in said cause. The commissioner reports that he has settled up his administration of said estate in the county court of Macon county and he now presents to this court a condensed statement of the same. The Gross amount of said estate as shown in a former report to the court & also in his settlements as administrator amounts to the sum of \$13908.35cts and that said commissioner has paid off debts & liabilities taken amount \$1645.56cts which leaves the net amount of said estate to be \$12262.79cts and there being three distributors each distribution amounts to the sum of \$4087.59cts but under a decree of this court at a former Term on a compromise between said distributees concerning negro slave Judy, it was ordered that \$50. be taken from the share of John Claiborne & wife & equally divided between Patrick & Adam Fergusson, this order makes the distribution shares of said parties stand as follows to wit: Patrick Fergusson's share amounts to the sum of \$4112.59 P 368, Adam Fergusson's share amounts to the sum of \$4112.59 John Claiborne & wife's share amounts to the sum of 4037.59cts The commissioner further reports that at a former Term of this court there was set apart ? to said distributors the following amount, it being the amounts of their indebtedness to said estate by purchase & C to wit: to Patrick Fergusson the sum of \$2826.33cts; To Adam Fergusson the sum of \$2295.13cts To John Claiborne & wife the sum of \$2992.73cts.

The commissioner further reports that since the making of his former report he has paid out to said distributors the following amounts to wit: To Adam Fergusson & to his ? the sum of \$4120.11cts being \$7.52cts ? the amount of his distributive share. To John Claiborne & wife he has paid the sum

of \$1061.4.cts which being added to the said sum of \$2992.75 set apart as aforesaid amounts to the sum of \$4054.16cts leaving \$16.57cts _____? the distribution share of the said John Caliborne & wife.; o Patrick Fergusson he has paid the sum of \$1286.33cts so set apart as aforesaid amounts to the sum of \$4112.57cts being the full distribution share of the said Patrick Fergusson on said estate.

Having fully settled up said estate the commissioner ask the court to _____? said _____? and that he be released from further duties & liabilities in said Estate. All of which is respectfully submitted

P. A. Wilkinson comr.

And the said report being unexcepted is in all things confirmed by the court with the privilege given the _____? of connecting any _____? which may appear at the next Term of this court. All the payments made to the said parties by the said Wilkinson and confirmed by the court and the said Wilkinson discharged from all his responsibility touching the same.

P 369 Rachel McKinnis vs David McKinnis & Daniel Goad admr. of Reuben Goad decd. (Decree

Be it remembered that this cause came on to be heard on this 8th day of February 1859, before the Honl. B. L. Ridley Chancellor & C when it appeared to the court that on the 15th day of December 1858 the Defendants was lawfully served with process and that the Defendant McKinnis fails to file his answer, any defense whatever to complainants Bill. On motion & because the court will adjourn before the 3d. day after the meeting of this court: it is ordered that the allegations in the complainants bill be taken for confessed and set down for hearing Ex parte as to him at the present Term of this court. Thereupon this cause came on for hearing upon Bill Judgement for confessed as to David McKinnis and the answer of the Defendant Goad from which it appeared to the court that about November 1857 Reuben Goad departed this life intestate leaving considerable real & personal estate that the Defendant David Goad is his administrator that complainant is his daughter; the Defendant David Goad is her husband and he is _____? & unfortunate addicted to the two for use of intoxicating drinks; is also now very much involved in debt. It further appeared to the court that the complainant is the mother of several children _____? in lawful wedlock with the Defendant McKinnis; and that the complainant will need all the estate which has _____? to her from her father for her support & maintenance & to raise her children. It is therefore decreed by the court that said fund in the Administrator's hands & also in the hands of P. A. Wilkinson clerk of this court, arising from sales of property of Reuben Goad decd. & otherwise be settled upon the complainant for her sole & separate use _____? from the control as liabilities of the said David McKinnis except the sum of \$79.65cts due the admr. from complainant which he may _____? to appear as other assets of said estate & the Defendant David McKinnis is perpetually enjoined in any manner from interfering with complainant in the use & enjoyment of said fund. It is ordered & decreed by the court that the administrator pay the costs of this proceeding & charge complainant with the same & have a credit therefor out of her interest in said estate. It is