

of opinion that whatever lien or claim the complainant had or said 50 acres of land was by her waver and abandoned and in a court of equity she has no right to assert the same against the defendant. It is therefore decreed by the court that the complainants bill be dismissed and that the defendant recover of complainant the costs of this case and that a Vifa issue

M. B. Johnston & G. H. Maxey Adms. & C vs Mary Johnston et al  
It is remembered that on this 23d. day of July 1849 this cause came on to be heard upon the reports of the commissioners appointed by an order of this court to lay off to the widow her dower and divide the negroes and lands between the said M. B. Johnston and James W H H Johnston which reports are in the words & figures following

We the undersigned commissioners appointed by the Honl. the Chancery Court of Macon County to allot and set apart dower to Mary Johnston out of the real estate of her deceased husband John B. Johnston being entirely unconnected with the parties either by affinity or consanguinity and being duly sworn after having daily considered and fully understood the whole matter to hereby assign the said Mary Johnston for her dower the tavern lot & houses in the town of Lafayette wherose the deceased John B. Johnston lived at the time of his death besides the stables and lots adjacent thereto on the town tract of land including all on the north of the road leading to the Gap of the ridge and 13 acres of land for firewood beginning on a black Gum & two hickories running on West 115 poles with the conditional line to 3 benches; thence north 19 poles to a Black Gum; thence East 115 poles to a stake; thence South 19 poles to the beginning corner where the two conditional lines of the town tract of land intersect each other the same being one third in value of the lands of said John B. Johnston decd. continuing by partition. 19 acres which in our opinion constitutes one third of the real estate of said decd according to quality and quantity given under our hands and seals this 19th day of January 1849

Daniel D. Claiborne (seal)  
J. C. Marshall (seal)  
Samuel Sullivan (seal)

We the commissioners appointed by the Honorable the Chancellor of Macon Chancery Court to divide the lands and negroes between the heirs of the estate of John B. Johnston deceased report that after having being duly sworn we entered upon the discharge of our duties as specified in the decree of said court pronounced at its July term 1848 dividing the negroes into 3 lots or shares as follows

Lot No. 1 Hannah \$365. Amanda \$500 Mary Ann 1000 making \$950.  
Lot No. 1 due No. 3 \$43.33 1/3 drawn by James W H H Johnston  
Lot No. 2 Horace \$250 Hampton 2750 making 9000  
Lot No. 2 due No. 3 \$28.33 1/3 drawn by Meredith B. Johnston  
Lot No. 3 Henderson 5000 Sarah 3000 making 8000  
due from No. 1 \$43.33 1/3 from No. 2 \$28.33 1/3 drawn by Mary Johnston each share being worth \$871.66 2/3 which in our opinion is a fair and just valuation and division of said slaves among that after having set apart dower to the widow Mary Johnston out of the land of the deceased we proceeded to divide the land among  
P 94. or between the two only children Meredith B. and James W H H Johnston as follows the tract of land known as the Meador tract containing 90 acres adjoining the land of Patrick Fergusson

P 94. et als valued at \$540 also the tract known as the Cooper tract containing 70 acres valued at \$460 making 1000 allotted to Meredith B. Johnston the tract of land known as the town tract containing about 110 acres valued at 8000 allotted to James W H H Johnston, M. B. Johnston due James W H H Johnston 1000 We further proceeded to divide the town lots between said James and said Meredith the lot No. 37 on the square in Lafayette together with the 1/4 th acre lot on which said Meredith's stables are located valued at 2000 and to the said James the Houses lots & C containing the widows dower after the death of said widow revert to said James the present value of which reversion we estimate at 2000 all of which is respectfully submitted we were engaged 5 days each including the laying of the lower P A Wilkinson 20 for surveying

Daniel D. Claiborne (seal)  
L. B. Griffith (seal)  
P. A. Wilkinson (seal)  
J. C. Marshall (seal)  
Samuel Sullivan (seal)

It is thereupon ordered by the court that said reports be in all things confirmed and it is further ordered adjudged and decreed by the court that the title to the land allotted to said Mary Johnston be divested out of the other parties for the term of her life and vested in said Mary for said Period and that the title to the said negroes allotted to her be vested in her in fee simple. It is further ordered adjudged and decreed by the court that all the right title and interest of each of said parties in and to the lands and negroes allotted to the others be divested out of them respectively and vested in the others as set forth in the said report of said commissioners and that they pay to each the amount set forth in the report to make them equal it is further decreed that complainants pay the costs P 95. out of the effects in their hands as administrators and that execution issue to carry into effect this decree and that each of said commissioners be allowed 50 and the surveyor 20 for their services to be taxed in the bill of costs

Joel & Jesse Driver Adms of Daniel East vs E Gillenwaters et als order

It is remembered that this cause came on to be heard before Chancellor Ridley upon the application of Alfred Payne for directions to the Clerk as to distribution of the proceeds of the sale of the lands mentioned in the petition whereupon it appearing that the debt due Payne is for the balance of the unpaid purchase money of said land and that said Payne has a lien upon said land for said unpaid purchase money. It is therefore ordered by the Court that the Clerk & Master pay out of said fund the debt due said Payne and distribute the balance when collected Prorata amongst the other creditors. It also appearing that in pursuance to an interlocutory decree pronounced in this cause at former term commissioners duly summoned and allotted and set apart to Cynthia East her dower in said lands it is ordered that said report be confirmed and that the title to said land be vested in said Cynthia East for and during her life which dower is bounded as follows to wit: beginning on a stake on the west bank of the creek running thence S 45 W 50 poles to a stake thence S 75 W 40 poles to a hickory a beech & 3 lynn pointer thence N 7 poles to a stake in the Branch;

thence south 76° W 68 poles to a white walnut; Thence N 46 poles to a stake in the north boundary line; thence east with said line 20 poles to a white oak; Thence north 4° poles to a Branch; thence down said Branch easterly to the creek; thence up said creek with its meanders to the beginning and that Alexander Ferguson Reuben Roark, William Roark, Stephen Pipkin & John C. Parker be allowed 10 each for their services as commissioners and that Alexander Ferguson be allowed 25 for his services as surveyors

Rebecca White vs John White William Robinson Adams, and the heirs of Uriah White decd. to wit Jefferson Wallis & Wife Elvira Alfred Armer & wife Jemima, Peter Smothers & wife Lucinda, William, Isaiah, Jacob, Eveline, Ann, L. D., Aaron, L., and Joseph White and John White & Wm. Robinson against the same parties

Be it remembered that on the 23d. of July 1849 this cause came on to be heard before Chancellor Ridley upon bill answered to the court that on the first of May 1841 the said Uriah White executed & delivered to said John White his deed for the tract of land mentioned in the bill which is bounded as follows: Beginning on a Branch running 8 poles to a poplar; thence North 122 poles to a Beech; thence East 122 poles to a sugar tree; thence South 64 poles to a Beech; thence West 130 poles to a white oak thence north to the beginning containing by estimation 50 acres which said deed it appears to the court was made in fraud of the right of dower of said Rebecca White. It further appears that the said John White executed his two notes of hand for 50¢ each marked No. 1 & 2 to said Uriah White as the purchase money of said land and it appearing that the parties are now willing to cancel said deed and deliver up said notes and it appearing that said Rebecca the widow of said Uriah and is entitled to dower out of said land and that it is necessary to sell said land to pay the debts against said Uriah's estate, the personalty having all been exhausted by said Uriah, John White & William Robinson as appears from the report of the Clerk & Master of this court. It is therefore ordered & decreed by the Court that the said deed of Uriah White to John White dated 1st May 1841 be and the same is hereby cancelled and held for naught and it is ordered that the sheriff of Macon county summon five free holders unconnected with the parties who shall lay off to said Rebecca White her dower in said land according to law, it is further ordered and decreed that the said two notes of 50¢ each be cancelled & held for naught and that the Clerk & Master after giving legal notice sell said land subject to the widows dower on a credit of 12 months and report to the next term. It is further ordered that the costs be paid out of the proceeds of said land

Joseph East vs Martha A W East

Be it remembered that this cause came on for final hearing before Chancellor Ridley on the 23 July 1849 upon the pleading and proof in the cause, wherein it satisfactorily appeared to the court by the proof that the debt was maliciously and wilfully deserted and abandoned the complainant for more than two years next before filing this bill and that complainant and defendant have been citizens of the state of Tennessee for more than two years next before filing of the bill. It is therefore decreed by the Court that the bonds of matrimony subsisting between the complainant and debt. be dissolved and held for naught and for

P 97. reasons satisfactorily to the court the parties asserting it is decreed that the mother is entitled to the nurture & custody and nature? of her child William Patterson East. It is further ordered that the complainant Joseph East pay the cost of this suit and Fifa issue.

George A. Shehara vs The heirs of Washington Jacobs, Isaac F. rner & wife Fanny June, James Simmons & wife Martha, Eliza Smothers & wife Mary, John A. Jacobs, Andrew J Jacobs & Milly Jacobs the widow of Washington Jacobs defendants. ( Final Decree

Be it remembered that this cause came on for final hearing before Chancellor Ridley on the 23d. July 1849 upon the pleadings and proof in the cause and the pro confesso taken against the complainant wherein it appeared satisfactorily to the court that the complainant George A. Shehara purchased of the said Washington Jacob a tract of 75 acres lying in the county of Macon beginning at Jacob's beginning corner which was a sour wood; thence east 123 1/3 poles to a poplar; thence north 90 poles to a stake; thence south 60 poles to the beginning for which land he paid two hundred dollars and thereon received the deed of the said Jacobs for the same but the same has been lost and never registered. It is therefore decreed by the court that the right and title of the said heirs of the said Washington Jacob's in said land be restored out of them and vested in the purchaser the said George A. Shehara and his assigns forever. It is further ordered that a copy of this decree be certified by the Clerk & Master for registration and the cost of this suit be paid by the complainant and Fifa issue

Head Admr. vs Payne et al's

This cause is continued by consent of the parties until the next regular term

John T Tally Experts

Be it rememred that on this 23d. day of July 1849 this cause came on to be heard before the Hon. J. B. Ridley Chancellor & C upon the report of the commissioners in the words figures following to wit; In this cause the negro undersigned report that the negro girl Anna since the last term of the court died before she had sufficiently recovered to be sold and that he has not acted under the order of the court that the fee of J. W. Head in this cause is 108 all of which is respectfully submitted

J. T Tally Admr. of W Chertain

Which is in all things confirmed. It is further ordered that the commissioners pay the costs of this proceedings and the fee of J. W. Head ten dollars and distribute the remainder as the law directs

P 99. Kearley vs Sullivan

It appearing to the court that John D Dunn one of the defendant acknowledged service of a copy of the bill & subpoena to answer on the 1st day of February 1848 and said defendant having failed to plead answer or demur to complainant Bill. It is therefore ordered by the court upon motion of complainant's solicitor; that Judgement be entered pro confesso as to said John D Dunn and this cause remained to the rules for proof on both sides

Be it remembered that this cause came on for hearing before Chancellor Ridley on the 23d. day of July 1849 upon the proconfesso regularly taken against the defendants David & Manson Young and the answer of the Clerk & Master D. D. Claiborne aff set down for hearing regularly whereon it appeared to the court that the complainants recovered Judgement against Manson Young for the sum of \$165.65 at the November term 1848 of the Macon Circuit Court and that said defendants M & D Young are now residents it further appeared to the Court satisfactorily that a land warrant No. 33,335 dated 26th October 1848 issued from the War Department signed I. L. Edwards commissioners of Pensions in behalf of defendant David Young which land warrant the said David Young sold and transferred unto the said Manson Young before the filing of this bill and it appearing to the Court that this land warrant is the only means that the said Manson Young has in this state to satisfy said Judgement. It is therefore decreed by the Court that the Clerk & Master of this Court shall proceed and after advertising as usual sell said land warrant to the highest bidder for cash and after paying the costs of this suit and ten dollars to D. D. Claiborne attorneys fee his services in obtaining said warrant for the defendant pay over the balance of the proceeds of said warrant to the said Young & Coker or either of them. The Court will further decree the right and title of the said David Young and Manson Young in and to said land warrant be divested out of them and vested in the purchaser of said warrant and his assigns report to be made at next term.

Richard Uhles & William McLeod vs Jeremiah Gammon ( Final decree

Be it remembered that on this the 23d day of July 1849 the above cause came on for final adjudication before the Hon. W. L. Ridley Chancellor & C upon bill answer and replication amended bill and agreement to waive answer and replication thereto, the record in the cause of Uhles & McLeod against William Linville a & other proofs in the cause from which it appearing to the Court that the complainants purchased of the defendant a tract of land for which they executed their promissory notes and that subsequently the complainants sold said tract of land to the said William Linville and executed to him a bond for a title when the purchase money was paid; that it was agreed between the complainants and the defendant Gammon and the said Linville that any payments made by said Linville to Gammon should be credited by said Gammon on the notes they held on the said Linville. It further appearing to the Court that the complainants had filed bill against the said Linville to enforce their lien upon the land for unpaid purchase money and that said Linville contended for and obtained and proved the payment of 508 paid by Hammach to Gammon 758 paid by Jeffys to Gammon for said Linville on the land besides some small sums made by sale of wheat and a cow amounting to about \$8. It also appearing to the Court that said Linville proved the further payment of 1158 and that the complainants had not been allowed by Gammon any credit for the payment of the one hundred and fifteen dollars made by Linville to the defendant Gammon, about the 1st day of June 1845. It further appearing to the Court from the proof in this cause that the said Linville did about that time pay to the said Jeremiah Gammon the sum of 1158 on

the purchase of said land under the agreement of the parties aforesaid and that the said defendant has instituted a suit in the Circuit Court of Macon County against the Complainants on a note by them executed for the balance of the purchase money for said land and that the complainants are justly entitled to a credit for the said sum of 1158 with interest on said note to restrain the collection of which an injunction has been granted in this cause. It is thereon adjudged and decreed by the Court that the defendant allow the complainants a credit of said sum of 1158 with interest from the time aforesaid and that he be perpetually enjoined from collecting the same. It is further ordered and decreed by the Court that the injunction heretofore granted in this cause restraining the collection of the balance of said note after deducting said sum of 1158 with interest be dissolved, the Court further orders and decrees that the defendant pay the cost of this suit for which execution may issue.

From which decree the defendant pray and appeal to the next supreme Court of errors and appeals to be holden at Nashville commencing on the first Monday in December next which is granted upon his entering into bond and security as required by law on or before the first rule day in August.

Curry et als vs Hardaway Marshall & Frank Marshall

By consent of the parties it is ordered by the Court that Hardaway Marshall the Administrator of Claiborne Fisher deceased procure and receive of Benjamin Marshall the admr. of the estate of Wm. Fisher the amount of off Claiborne Fisher's interest in said estate and he he will hold the same subject to the further order of this Court the Administrator Benjamin Fisher is ordered to pay and deliver the same to Hardaway Marshall all other questions answered.

P. Bryant vs John T. Hise et al ( Int Decree

It is ordered that this cause be recommended to the judge for proof upon the hearing and that the order be therefore restraining the injunction be discharge and the injunction be dissolved and that execution issue against complainant and his security in the injunction bond for the debt and interest at law upon upon the defendants Anderson & Price giving Bond and security to Hise.

Wilson T. Meador vs C. Carver et als ( Int Decree

The complainant dismiss his bill in this cause as to John C. Parker

W. Bailey vs E. H. Higdon & Holland

Be it remembered that this cause came on for hearing before Chancellor Ridley on the 23d. July 1849 and it appearing satisfactorily to the Court that the Complainants recovered a Judgement in the Macon Circuit Court for one hundred and fifty dollars and costs of suit at the July term 1847. That the said E. H. Higdon had the equitable interest in one half of the lot and factory mentioned in the pleadings and one third conveying said half interest to defendant William Holland to secure the payment of the debts specified in said deed of trust first deducting the purchase money fifteen dollars and ten cents to be paid which was duly proven & registered the Court is satisfied that said deed of trust was made for the purpose of preferring

P 103. His creditors as therein specified and that the said deed is not fraudulent & void but that the complainant has a right to any surplus that may arise from the sale of said half interest after payment of the debt as therein specified. It is therefore decreed by the Court that the Clerk & Master proceed and after advertising as usual in such cases sell on a credit of six months in the town of Lafayette that said half interest of said L. B. Higdon lot & factory and after paying and paying the proceeds of said sale to the payment of said debts as specified in said case he will pay over the balance to complainant in satisfaction of said judgment, the question of costs is reserved until next term. It is ordered that said defendant give possession of said interest in said premises to the purchaser

N. B. Adams Ex parte

As it remembers that this cause came on again to be heard before Chancellor Widley on this 24th July 1849 when it appeared to the satisfaction of this court from papers filed in the cause that on the 19th November 1846 Ephraim Linville sold his interest in the estate of his grandfather Allen Adams which his said grandfather had willed to his mother Mary Linville for life and her children in remainder to one Richard Parton and that after on the 14th February 1849 said said interest to one George A. Bradford for the value of said interest and it also appear to the satisfaction of said Court that said Parton has previously employed N. B. McDonald as sold in said cause and was indebted to said McDonald for services rendered and money expended in said cause the sum of thirty two dollars evidenced by two notes of hand under seal are dated the 1st day of January 1849 due one day after date for 225 dated the 1st day of January 1849 due one day after date which were left with the Clerk & Master of this court as a lien upon the interest of said Parton purchased of said Ephraim Linville and that said George A. Bradford had full knowledge of the lien of said McDonald on said fund before and at the time he purchased the claim from said Parton wherefore the Court not only order adjudge and decree that the Clerk & Master compute the amount of the said two notes and that he pay N. B. McDonald the amount of the said two notes and interest of said Ephraim Linville so sold and transferred as aforesaid by said Linville to Parton and from said Parton to said Bradford and that the receipt of said McDonald be a sufficient voucher in the hands of the Clerk for the same.

It is ordered by the Chancellor that all the causes decided at the present Term be enrolled as heretofore except the cases in which orders are made to the contrary and there being no further cases motioned for the action of the Court the Chancellor is pleased to adjourn to the next regular Term.

Bromfield Widley

P 105. January Term of the Chancery Court at Lafayette 1850

Be it remembered that on Monday the 28th day of January 1850 the same being the 4th Monday in said month the Hon. B. L. Widley Chancellor appeared in the Court house took his seat ordered the sheriff to open court and proceeded to the dispatch of public business when the following proceedings were had and held (towit)

Nathan J. Cass vs Saml. Sullivan et als

In this cause by consent of parties it is ordered that leave be given the defendant until next term to answer and that they have the usual time to take depositions after the filing of the replications John Pinkley & others experts ( Fianl decree The decree in this cause pronounced at the last term of the Court so far as it required the Clerk to take proof & report what would be a reasonable portion of the funds to set apart to the widow in lieu of dower is revoked and the Court orders and decrees that the Clerk pay over the one third of the funds retained in his hands after paying the cost to the widow upon her entering into bond and security for the forth coming of the same at her death. In the events she fails to give said bond & security the Clerk & Master will loan out said fund and pay over the interest to the widow.

Rebecca White vs John White & others and White & Robert on appeal. C C vs Rebecca White et als

Be it remembered the above causes came on for final adjudication before the Hon. B. L. Widley Chancellor & C on this 28th day January 1850 upon the reports of the commissioners & the Clerk & Master in the words & figures following towit. In pursuance to the cause at the last July term after advertising the land in the pleadings mentioned according to law the same was sold at auction to the highest bidder subject to the widows dower whereupon John White became the purchaser at the sum of \$1065.52 and gave bond and good security for the same twelve months after date of sale which was on the 5th day of November 1849 Respectfully submitted. Daniel C. Claiborne C & M We the undersigned being unconnected with the parties either by affinity or consanguinity and entirely disinterested having been summoned and duly sworn by the sheriff of Macon County as a Jury to allot out of the land of her deceased husband Uriah White after having duly considered and fully understood the whole matter do hereby assign to the said Rebecca White for her dower the following tract of land with the improvements thereon to wit a tract of land in Macon County Tennessee and district No. containing by estimation 32 acres and bounded as follows towit; beginning on a Beech thence North 64 poles to a sugar tree; thence West 60 poles to a stake; thence South 164 poles to a Beech; thence West 264 poles to a stake & sugar tree pointers; thence South 45 poles to a stake; thence East 64 poles to the Beginning containing 32 acres which in our opinion constitutes one third of the landed estate of or of the said Uriah White dead. considering quantity and quality given under our hands and seals this 4th day of October 1849

Daniel C. Claiborne ( seal )  
E. M. Sanders ( seal )  
John A. Ames ( seal )  
Alexander Ferguson ( seal )  
John Hatchett ( seal )

Which reports being unexcepted to and accepted by the Court that all the right title & interest of the heirs of Uriah White deceased in and to the tract or parcel of land mentioned in the report of the commissioners be divested out of them and invested in the said Rebecca White for and during the term of her natural life It is further ordered adjudge and decreed by the Court that

all the right title & interest of the heirs of Uriah White deceased in and to the tract or parcel of land mentioned in the report of the commissioners be divested out of them and invested in the said Rebecca White for and during the term of her natural life. It is further ordered and decreed by the Court that all the right title claim & interest of the widow and heirs of the said Uriah White dead in and to the balance of said tract of land mentioned and described in the pleadings be divested out of them and vested in the purchaser John White his heirs and assigns forever excepting a lien for the purchase money. It is further decreed by the Court that the costs of these proceedings be paid out of the proceeds of said sale and that Bridgman & Head be allowed ten dollars their professional fee to be taxed in the Bill of costs and that Daniel P. Claiborne John Adams, John Hatchett, T. W. Sanders and Alexander Ferguson be allowed 18 each for their services as commissioners and that Alexander Ferguson be allowed 28 as surveyor to be taxed in the Bill of costs and the remainder of said purchase money to be paid over to the administrators.

It is ordered by the Court that the Clerk & Master pay over the funds when collected to the guardian or guardians of the minor heirs who are now acting as such or who may be hereafter appointed upon presentation of proper evidences of their appointment the Clerk will first deduct the costs of these proceedings. Court adjourned till 8 O'clock tomorrow morning.

Promfield Ridley  
January Term of the Chancery Court at Lafayette Texas ay Morning 9 O'clock 1850 The Court met pursuant to adjournment on yesterday.

Thomas Watson, James & C vs Nancy Watson, Pleasant Holland & others

Be it remembered that this cause came on again to be heard this 29th January 1850 before Chancellor Ridley upon the report of the Clerk & Master made in pursuance of an interlocutory decree pronounced at a former decree of this Court which report shows that the tract of land in the pleadings mentioned was sold under a decree of this Court by said Clerk & Master on the 30th September 1847 that James E. Watson became the purchaser of said lands for the sum of one hundred and seventy eight dollars and twenty five cents. It further appearing to the Court that all the purchase money has been paid and that the sale was made subject to the widows dower which report being unexcepted to is in all things confirmed, and it further being suggested that the estate is insolvent whereupon the Court doth adjudge and decree that the Clerk & Master of this Court pay the cost out of the fund in his hands arising from the sale of said lands and that the sum of ten dollars be taxed in the Bill of cost as a fee for S. M. Fite Solr. For petitioners and that after payment of the costs the Clerk & Master of this Court will proceed to pay out the balance of said fund pro rata to the creditors who shall file their claims previously proved & authenticated in his office within two months from this date, the Clerk & Master will give written notice by advertisement at the Court house in Lafayette to the creditors to file their claims within the time prescribed. The Court doth adjudge and decree

108.

that the title to said land described in the Bill be divested out of complainants & defendants the heirs at law of said John Watson & c. & the same is hereby vested in the purchaser James E. Watson his heirs & assigns for ever subject to the life estate of off said Nancy Watson the widow of said dead in the part assigned her as dower, the Clerk & Master will upon application of the purchaser furnish him a copy of this decree including the boundaries as shown in the Bill for registration.

Mitilda Coker vs John T. Coker & others & Power

In this cause leave is given the widow to file her petition for dower which has been done and the Court orders publication to be made in some periodical for the defendants to appear answer plead or demur to said petition at the next term of the Court and that said plaintiff be appointed Guardian Ad Litem for Richard Richard & Patsy Coker minors

Andrew J. East & others Ex parte Interlocutory decree

Be it remembered that this cause came on for hearing before the Hon. J. L. Ridley Chancellor & on this the 29th day of January 1850 upon petition and proof in the cause from which it appeared to the Court that Joseph East departed this life intestate possessed of the lands in the pleadings mentioned & others not fully described and that dower has not been assigned to the widow of the deceased that the petitioners are the only heirs at law of the intestate and that it will be manifestly for the interest of the minor children to sell said lands on a credit of one and two years. It is therefore ordered and decreed by the Court that the sheriff proceed to lay off & set apart to the widow her dower in the lands of her deceased husband according to law and report to the next term of the court. It is further ordered & decreed by the Court that the Clerk proceed to sell at public sale to the highest bidder the balance of the lands in the pleadings mentioned and such other lands for which the heirs may file evidences of title before the sale. He will sell said lands on a credit of one and two years except the sum of 500 to be paid in cash for payment of costs taking bond & security for the purchase money and retaining a lien on said land until the same is paid. The Clerk will lay off said land in parcels to suit purchasers and to advance the interest of the heirs the sale to be made on the premises after giving 30 days notice in writing of the time & place of sale. The sum of 200 is allowed Bridgman & Head professional fee in the cause to be taxed in the Bill of cost the clerk will report to the next term.

109.

Nathan J. Cass vs Wm. J. & Jas. J. York

For satisfactory reasons shown to the court upon affidavit of James J. York this cause is continued until the next term of this court and leave is given to affiant to take the deposition of his co-defendant Wm. J. York within four months subject to all legal exceptions at his own cost upon giving legal notice to comply of time & place and that complainant have leave to take the deposition of T. G. J. Mander at his cost.

Eagle vs York

Upon affidavit of deft. this cause is continued at the cost of the termor said deft. and leave for 3 months is given

deft. to take the deposition as specified in said affidavit at his own costs and complt. has 3 months to rebut said proof with out costs.

W. W. Bailly vs E. E. Higdon & others

Be it remembered that this cause came on for hearing before the Chancellor E. L. Ridley on the 29 January 1850 upon the report of the Clerk & Master which report is as follows: In pursuance of the interlocutory decree of this Court pronounced at July term 1849 after advertising the half of Lot No. 6 in the town of Lafayette as directed in said decree the same was sold at public auction to the highest bidder on a credit of six months at the Court house in Lafayette on the 15th Sept. 1849 whereupon John Street at the sum of 100\$ and gave bond & good security for the sum all of which is respectfully submitted. Daniel B. Claiborne Clerk & Master which being unexcepted to is in all things confirmed It appearing that said sale will not pay off and discharge the debts it is decreed by the Court that the Clerk proceed and collect the said sale money when due and pay the same over to the parties mentioned in said deed of trust upon the respective debts pro rata first paying the purchase money, as specified paying J. C. Gault 25\$ out of said fund his fee for his services as collector in this case It is further ordered that complt. pay the cost of this suit and a fifth issue against said complainant and his securities in the bond given for the prosecution of this suit Joseph C. Pickett, Jordan Stokes, Samuel A. Fite

Cynthia Weems et al vs Thomas H. Weems et al

Be it remembered that this day the complainants the infants children of Wm. H. Weems made application to the Chancellor to appoint King Kerley their next friend Guardian ad litem to prosecute this suit and it appearing to the Court that said Kerley would be a proper person to be appointed. It is therefore ordered and decreed that said King Kerley be appointed guardian ad litem for said complainants It is further decreed that publication be made by the Master of this Court in the Gallatin paper called the Legion against debts, to appear at the next term of this Court and that they may answer or demur to complainants bill.

Edmund P. Bryant vs John S. Brien et al

Be it remembered that the above cause came on for five adjudication before the Hon. E. L. Ridley Chancellor & C on this 29th January 1850 upon Bill answers replication & proof in the cause from which it appearing to the Court that the note in the pleadings mentioned and 5\$ paid in cash was executed by the complainant to the deft. J. S. Brien for professional services to be rendered by him for the time in the Circuit Court of Macon County between A. B. Jackson plff. and the complt. deft. It further appearing to the Court that said deft failed to attend at the time of the Court at which said cause stood for trial and procured the services of no other attorney at that term of the Court or thereafter with the consent of the complt. in consequence of which failure the complt. was forced to continue said cause in the Circuit Court at his own cost which amounted to \$24.50 which was paid by him. It further appearing to the Court that said note was transferred to the debts.

P 111. In said cause in the Circuit Court at his own cost which amounted to \$24.50 which was paid by him. It further appearing to the Court that said note was transferred to the debts.

Anderson & price in due course of trade before maturity of the same and that the injunction heretofore granted has by an interlocutory decree of this Court been dissolved and execution ordered against the complt. and his security in the injunction bond. It is therefore ordered adjudged and decreed by the Court that the debts Anderson & Brien may proceed to the collection of said note. It is further ordered and decreed by the Court that the complt. recover of the deft. J. S. Brien the sum of 123\$ the amount of said note with interest & costs of suit before the Justice & the costs of this suit for which execution may issue the complt. paying the costs of this suit in the first instance. From this decree the debts, pray an appeal to the next term of the supreme Court of Errors & appeals of the State of Tennessee to be held in Nashville commencing on the 1st Monday in December next which is granted by entering into bond and security according to law within two months.

Harper heirs & C vs Stanfield and others

It appearing to the Court that the purchaser Joseph G. Hawkins and his security John H. Henry & Nathaniel Law hath failed to pay the note of \$110 with interest from the 9th Sept. 1847 making \$112.50. It is therefore decreed that execution issue from this Court against said Hawkins & his securities Henry & Law for said sum of \$112.50 and costs of this motion.

oper, Bennett, Curry & Thomason vs Parker et al

On motion a portion of debts, answer is struck out for impotence and scandal which is done. It is further ordered that the debts have one month to answer the exceptions taken to debts, answer which are sustained by the Clerk so as not to delay the hearing of this cause.

P 112. Nathan J. Goss vs John Eakle & William Ferguson

Be it remembered that this cause came on to be heard this 29th January 1850 before Chancellor Ridley upon Bill answers in the presence of Solicitors on both sides and it appearing to the Court from the answer of deft. Ferguson that he consents to the sale of the land in the pleadings mentioned upon being paid the amount of his debt, against his co deft Eakle and the incidental expenses and it further appearing from the Bill & answer that the deft. Eakle was indebted to the deft Ferguson on the 9th of November 1847 the sum of \$207.50 date of Eakle's debt to Ferguson and it further appearing the incidental expenses paid by said Ferguson for registration and taxes amounts to \$3.32 amounting in the whole to the sum of \$210.82 whereupon the Court both orally and in writing decreed that the Clerk & Master after giving legal notice in writing for 40 days at Lafayette & 2 other public places in Macon County of time and place of sale proceed to sell said land on the premises in the pleadings mentioned upon a credit of twelve months, taking note and good security retaining a lien for the purchase money and it is further ordered by the Court that the Clerk & Master proceed to collect said purchase money when due and appropriate so much thereof in payment of the debt of \$210.82 due deft. William Ferguson as will satisfy the same with interest thereon from the 9th November 1847 and finally to satisfy the complts. Judgement with interest and there by pay the costs

of this suit and if anything remains pay the same to debt Eakle but the questions of costs are reserved until the amount of funds arising from the sale of said land shall be ascertained and also the question of the payment of complainants judgement should the fund be found insufficient to pay the same after paying Ferguson debt.

Young & Coker vs Manson Young & David Young

Be it remembered that this cause came on for hearing before the Chancellor on the 29th January 1880 upon the report of the master and which is as follows, In pursuance of the interlocutory decree of this Court pronounced at July term 1849 after advertising the land warrant No. 33.35 in the pleadings mentioned as prescribed in said decree the same was sold on the 11th November 1849 at public auction for cash at the Court house door in Lafayette (Jas. Young retaining all but the cost 30.58) to James Young, he being the highest and best bidder at the sum of 299 all of which is respectfully submitted

Daniel D. Claiborne Clerk & Master and which being unexcepted to is in all things confirmed. It is therefore ordered that the purchaser James Young be entitled to said land warrant No. 33.35 in the pleadings mentioned and that he be entitled to apply to any department of the United States his heirs or his assigns and have the same applied to his or their benefit. It is further decreed that 267.42 the amount of the purchase money after deducting the costs be applied as a credit to complainants judgement against Manson Young as specified in said pleadings.

Nathan J. Cass vs Joseph Winston et al

Be it remembered that this cause came on for hearing before the Chancellor on the 29th day of January 1880 upon the pleadings & pro confesso regularly taken against the said Winston thereon it appeared satisfactorily to the Court that the said Winston is justly indebted to the complt in the various notes and claims specified in the bill of complainant and that the said Winston purchased of Thomas A. Williams tract of land of 575 acres lying in the county of Macon specified in said Williams deed to Nathan J. Cass dated 20. October 1848 and Williams being indebted to complainant it was agreed between the said parties that Winston should pay the purchase money for said tract of land to complainants in discharge of the debt of Williams to complainants and that complainant receive & take new notes as specified in said bill which are filed and like wise that the said complainants have paid the King note of 274.56 which was likewise a lien on said land. It appeared to the court that although the deed of Williams is absolute on its face yet the title was held by complt as an indemnity for the payment of said liabilities and that the debt has failed to pay off and discharge any of said claims. It is therefore decreed by the Court that complainants claims be referred to the Clerk & Master who will take an account and report to this Court the amount of said claims held by complt. on said land which report is made and no exceptions being taken the same is in all things confirmed and which is as follows. In pursuance of the interlocutory decree of the interlocutory decree of this Court I report that the amount of debt held by complt on the land of the said Winston with interest to the 13th March 1880 to be the

sum of \$1180.12 and of this sum \$467.42 is due with interest up to the 13th of March 1880 all which is specified in the statement of said indebtedness above all of which is respectfully submitted to the Court

D. D. Claiborne C & M

It thereon appears to the court that there is the sum there are \$467.42 with interest to the 13th March 1880 due as specified in said report. It is therefore decreed by this Court that the Clerk of this Court after advertising for 40 days at 4 public places in the County of Macon sell said tract of land on the premises for the sum of \$467.42 cash and for the balance of said notes as they shall fall due the time specified in said report. It is further ordered that the costs be paid out of the purchase money. And if said land shall not pay off the whole of said debt then the complt recover the same from said Winston & if a issue against him there for report to be made at next Term.

King Kerley vs J. W. Sullivan & others

Be it remembered that this cause came on for hearing before the Chancellor J. L. Wiley on the 29th day of January 1880 upon the pleadings and proof in the cause whereon it satisfactorily appears to the Court that John W. Sullivan purchased of David Vance on the 15th November 1844 a negro woman Lira & child at the price of six hundred dollars that he paid 500\$ in cash and delivered to said Vance his note of that date with complt his security which note was under seal and due 6 months after date and which note was the balance of the purchase money for said slaves. It further satisfactorily appeared to the Court that the said David Vance was indebted to the debt Sullivan and in discharge of said indebtedness on the first day of January 1845 the said Vance assigned said note of 1800 to debt. Sullivan. It further appeared satisfactorily to the Court that the said David Vance had no title whatever to said woman and child sold as aforesaid that the title thereof was vested in the children of said Vance in pursuance of the decree of the Chancery Court at Callatin and that there is a failure of the consideration of the said note under seal of 1800 as aforesaid. It further appeared to the Court that the debt Sullivan warranted the said John & complt. on said note before Justice Burrell and obtained judgement at law and that the security Kerley did not attend said trial nor answer to nor procure to be taken William could not stay said judgement nor the responsibility of said Kerley the original security with out his assent and that John was bound for the payment of said judgement and if the same had not been so stayed and delayed an execution would have made the money and satisfied said judgement since which said John has become indigent. It further appeared that complainant Kerley was engaged in the service of the United States in Mexico at the time execution issued against him toward in Mexico and that his agent mentioned said execution into the Circuit Court of Macon County but the same was dismissed by said Court as appears by said record and judgement was given in said Court against King Kerley W. King, Orr and James Kerley his security on the 11th November 1846. It further appeared to the Court that said complainant Kerley knew nothing of the defect in the

title of said negro at the time he became bound for the payment of the balance of the purchase money and in account of equity he has a right to be relieved against the payment of said note the consideration having failed and the debt. Sullivan not taking and holding said note in the due course of trade the court is of opinion upon the whole case that the said Harley the complaint is entitled in a court of equity to relief against said note and judgment at law. It is therefore decreed by the court that the said complainant be relieved against said note judgment be perpetually enjoined but as all the parties are, before this court, it is fit that Justice be done between all said parties. It is therefore decreed that the said Joseph D. Sullivan recover of said David Vance the amount of the said note of 1000 which with interest up to this time amounts to \$128.32 and that said issue therefore. It is further ordered that the complaint. Harley pay half the cost incurred in this case and that the said J. D. Sullivan pay the balance of the cost and said issue, and that they have execution over against said Vance. By consent complaint. Amended his bill and debt. admitted said note was under seal.

*Adams vs. A. Payne et als*

It being suggested that debt. Alfred Payne is dead and admitted by debt. counsel this cause is continued.

*W. M. Adams vs. Bennett Wright*

In this case court. has leave to retake the deposition of John Wilson and also the deposition of Thos. A. Ray at his own cost and the cause remained for proof on both sides to the next term.

*Wiff et als vs. Marshall et als*

In this cause the former order is renewed and Barclay Marshall the agent of Claiborne Fisher required to report to the next term his proceedings under the same.

It is ordered by the Chancellor that all the causes decided finally at the present term be enrolled as heretofore excepting the causes in which orders are made to the contrary. And there being no further business motioned for the action of the Court the Chancellor is pleased to adjourn to the next regular Term.

*P. 117. Term of the Lafayette Chancery Court 1860.*

It is remembered that on Monday the 8th day of July 1860 the same being the 2nd Monday of said month the Hon. Chancellor L. Midley appeared in the Court house ordered the sheriff to open Court and proceeded to the dispatch of public business when the following proceedings were had and held to wit

*Malley vs. Higdon, Carman & Mansfield*

In this case on motion of complaint. solr. this suit is dismissed at complaint's costs.

*Andrew J. East et als experts*

This cause on is continued and order for the Clerk & Master to report & C is revived.

*Coker vs. Wiams et als*

In this suit it ordered that the bill be dismissed and that complainant pay the costs for which execution may issue as at law.

*John H. Windsor vs. J. C. F. Donoho (Final decree)*

It is remembered that this cause came on to be heard before His Honor Chancellor Midley on this 8th day of July 1860 upon all answer replication and proof in the cause; from which it appearing to the court that the complainant has not sustained the allegations in his bill, which are met and denied in the answer the Court being of the opinion that the property mentioned in the bill was not held under a mortgage by the debt. It is therefore ordered adjudged and decreed by the Court that complaint. bill be dismissed and that he pay the costs of this suit for which said issue as at law.

*Nathan J. Cass vs. Wm. Ferguson & John Hinkle (Decree)*

It is remembered that this cause came on to be heard on this 4th July 1860 before Chancellor Midley upon the report of the Clerk & Master made in pursuance to an interlocutory order pronounced in this cause at the last term whereupon it appears to the Court that advertising the land mentioned in the pleading according to the interlocutory decree the Clerk & Master on the 14th of March 1860 sold the same on a credit of 12 months for four hundred dollars & 5 cents to William Ferguson with John H. Pennington, Alexander Ferguson and John H. Patterson as co-buyers. It appearing to the Court that according to the interlocutory decree of the last term there is to be paid to said William Ferguson the sum of two hundred and ten 20/100 dollars with interest thereon from the 9th day of November 1847 out of the proceeds of the sale of said land. It further appears that said land is bounded as follows. The following tract of land in the State of Tennessee Court of Madison and district No. 6 containing by estimation 375 acres be the same more or less and bounded as follows; one tract containing 391 acres beginning at a Dogwood and a small Black Oak running; thence N 33° E 54 poles to a white oak; Thence N 68° W 86 poles to a white oak; Thence S 70° W 114 poles to a black oak; Thence S 45 poles to a white oak; Thence S 40° E 70 poles to 2 black oaks; Thence S 212 poles to a white oak poplar & chestnut; Thence S 82 E 195 to a poplar & black Oak; Thence N 17° E 4 poles to a poplar & hickory John T. Vitcher corner; Thence with his line N 20° E 114 poles to 2 white oaks corner to same; Thence with his line N 39° poles to 2 white oaks corner to Ferguson's; Thence with his line W 75 poles to a white oak corner to the same; Thence with the line of the same N 30 poles to 3 dogwoods corner to same W 60 poles to a black walnut corner to the same; Thence N 18° poles to a post oak corner of the same; Thence with his line 49 poles to the beginning; one other tract containing 15 acres and bounded as follows to wit; Beginning on a walnut thence E 61 poles to a white oak; thence N 40 poles to a stake; Thence W 60 poles to a white oak; thence S 40 to the beginning; one other tract containing 19 acres bounded as follows; beginning on a white oak; thence E 60 poles to a stake; thence S 40 poles to a white oak; thence 73 poles to a white oak; thence N 40 poles to a white oak; thence E 134 poles to beginning; also one other tract containing 20 acres bounded as follows; beginning at a hickory; thence W 90 P to a Dogwood; thence 44 P to Folly Parker corner

thence N with her line 22 poles to a stake; thence S with said line 20 poles to a persimmon on or near the boundary of Thomas Woods; thence S with said line 91 poles to a white oak; thence N 74 poles to the Beginning. It is therefore decreed by the Court that said report of the Clerk & Master be confirmed and that all the right title claim and interest of the other parties to this suit be divested out of them and vested in the said William Ferguson his heirs and assigns forever except a lien for the purchase money thereon in which is hereby retained. It is further decreed that said William Ferguson have a credit on his said note for the amount of his said claim of \$210.82 and interest thereon till his said note falls due and that the Clerk & Master collect the balance when due that is to pay off compit. Mrs. Ingh's as specified in said decree, between E. Russell heir of Alison Paul & her guardian Woody Stuart, Thomas, William, Mary & Calvin heirs of Bedford Stuart vs Ashley Stanfield & John P. Gray.

It is remembered that this cause came on for hearing before the Hon. J. L. Hixley Chancellor upon the bill and content of the parties when on it appeared that Ashley Stanfield by his bond of the 25th November 1835 sold to Bedford Stuart and Weston Russell both of whom are dead and the complete, or the whole at law above specified tract of land of one hundred and sixty acres lying on the West waters of Roanoke & Goose Creek in Mason County beginning on the North East corner of his 640 acre tract running south to the dividing ridge between the Roanoke & Clinch and Forks said Forks running thence North East to the Beginning, and the purchase money of \$100.00 as specified in said bond had been paid as all was in the bill as said Stanfield having also leaving the said Ashley Stanfield the only heir at law. It is therefore decreed by the Court that the right & title of the said Ashley Stanfield heir at law of Ashley Stanfield decd. in said tract of land be divested out of them and vested in said complete, or the whole at law of the said purchasers Russell Stuart and the said creditors of Ashley Stanfield Jr. be enjoined from selling the same. It is further decreed that the complete, or the costs of this suit and litta issue. It is further ordered that a certified copy be furnished for registration.

P 180, Head order, vs Payne et al.

In this cause the former order made at the last January term is revived and this cause continues.

Ashley vs Higdon Holland et al.

It appearing to the Court that the purchaser John Strat & his security J. L. Garman both failed to pay the note of 1000 with interest from the 1st day of March 1836 making \$101.37 cents. It is therefore decreed that execution issue from this Court against said Strat & said Garman his security for said sum of \$101.37 and the costs of this motion.

Presley Ellis vs the heirs of Moses Bates lowit John Watson & wife John Ellis & his wife a John Bates

It is remembered that this cause came on to be heard before Hon. J. L. Hixley Chancellor on the 27th July 1836 upon the pleadings & proconfesso taken at last term against the defendants against whom regular publication had been whereon it satisfactorily appeared to the Court that Presley Ellis

furnished Moses Bates with the money to enter & secure the title in two hundred acres of land lying in Mason County under a contract that Bates would make the entry and divide the land equally between them which entry was made and agrant issued on on the 31st day of February 1830 the entry on which said grant was founded was made on the 28th October 1828 which lies on the head waters of the East fork of Goose Creek begins at a Beech & A. Short's said boundary runs north west and according to the calls of said Grant it further appears that on the 22d of August 1835 the said Bates conveyed to Jefferson B. Short 96 1/2 acres of said Grant beginning at the beginning corner of said grant & later on the 26th Sept. 1835 preference is made to the deed for the boundaries it further appears that some years ago the said Moses Bates and Presley Ellis agreed that the said Ellis should take the eastern end but Bates has not made P 111, him a deed and he is entitled to a divestiture of title of the said heirs of Bates inside land undisposed of whereupon it is decreed by the Court that the right & title of the said heirs of Moses Bates in the following boundaries of said grant be divested out of them and vested in Presley Ellis and his heirs & assigns forever the boundaries of which are as follows to wit beginning at a cypress tree on the North East corner in markers line; thence south 100 poles to a stake in a line North boundary; thence East 112 poles to a Buck Eye the South East corner of the said Grant; thence North 132 poles to a poplar & Sugar tree the North East corner of the said Grant; thence with Barker's line to the beginning of the corner it is further decreed that complainants pay the cost of this suit and that a certified copy of this decree be certified for registration in the Court of Mason and that litta issue.

It is remembered that this cause came on to be heard before the Hon. J. L. Hixley Chancellor on the 27th July 1836 upon the pleadings & C in this cause whereon it satisfactorily appeared to the Court that Allen Adams upon the 23d of Sept. 1824 by bill of sale conveyed to Bennett Wright and Nathaniel Wright, Jenny & her children all being what he intended to give out of his estate to his daughter Phoebe Bradford & husband Samuel and it further appeared that Bennett Wright & Nathaniel Wright purchase said right & interest of said Bradford & wife in consideration of which the said Allen Adams by bill of sale afterwards conveyed said negroes Jenny & children to the said Bennett & Nathaniel Wright and it further appeared that the said Bennett & Nathaniel Wright has had the possession of said Jenny & children for upwards of fifteen years the Court is of opinion that it was not the intention of the testators from the said bill of sale & will that the said Bennett & Nathaniel Wright should be charged with the value of said Jenny and children but he intended and conveyed them to the said Wright as the said Phoebe's portion of said Estate. The Court is further of the opinion that the statute of limitations protects the heirs in the right to said slaves and complainants bill is barred by the statute of limitations and lapse of time. It is therefore decreed by the Court that complainants bill be dismissed with costs and litta issue for the same.

Nathan J. Goss vs Wm. J. & James J. York

As it remembered that this cause came on to be heard this 8th July 1850 before Chancellor Ridley in the presence of Solicitors on both sides upon Bill answer pro confesso replication proof & exhibits in the cause from which it appeared to the Court that on the 26th June 1843 Wm. J. conveyed to his son deft. James J. the tract of land in the pleadings mentioned for the consideration of one hundred dollars the Court being also satisfied from the proof that the conveyance of said land was intended as a mortgage with therefore order and decree that said conveyance be deemed and held as a mortgage and it further appearing from the proof in the cause that at the time of the conveyance the deft. James J. executed his note under seal to the deft Wm. J. for twenty five dollars as part of the consideration for said land which is admitted to be out standing against said James J. and it being further admitted that the said William J. is indebted to the said James J. the further sum of \$22.80 from interest from 1st January 1846 to this date amounting in the whole to the sum of \$27.35 it is also admitted that the complt. is a Judgement creditor of deft Wm. J. by a Judgement rendered by James Patterson Judge on the 21st June 1847 for the sum of \$118.90 besides costs which with interest thereon say \$50.20 to this date amounts to \$169.10. It further appears that the complt's Judgement was credited on the 13th October 1846 with five dollars which with interest \$1.10 amounts to \$6.10 being deducted from the \$169.10 leaves due to complt. one hundred and sixty three dollars. It is therefore ordered adjudged and decreed by the Court that the Clerk & Master shall give 40 days notice in writing at the Court house in Fayette & 2 other public places in Mason County one of which shall be in the vicinity of the land proposed to sell the same at the Court house in Lafayette at public auction to sell the same at highest bidder for cash and apply the proceeds first to the satisfaction of James J. York amount of \$27.35 & interest the balance or so much thereof as will be sufficient to the satisfaction of complt. demand of one hundred and sixty three dollars & interest. If anything remain the same to be applied to the costs of this suit. It is further adjudged and decreed that the note of James J. to his son deft. Wm. J. before alluded to of \$25 be declared void and cancelled. It is further ordered and decreed by the Court that the deft James J. York pay the legal costs in the first instance and have execution over against his son deft. Wm. J. York for the same for all which executions may issue. The Clerk will report his proceedings to the next term of this Court all other matters are reserved until the coming in of the Master's report.

Nathan J. Goss vs Joseph Winston

As it remembered that this cause came on for hearing before the Hon. J. D. Ridley Chancellor on the 8th July 1850 upon the report of the Clerk of this Court which is as follows: In this case the Clerk & Master report that in pursuance to the interlocutory decree pronounced at the last term that after advertising the land in the pleadings mentioned as prescribed in said decree the same was sold on the 12th March 1850 to J. Goss for the sum of six hundred and nine dollars & 34 cents he being the highest and best bidder respectfully submitted D. J. Claiborne C & M which being unexcepted to is in all things confirmed by the

court. It is thereon decreed by the court that a credit be entered of record of the \$467.42 & interest thereon as specified in the interlocutory decree and the balance of said land of \$132.58 be entered as a credit on the first money falling due on said purchase of said land of said Winston which is reported by the Clerk at last term the whole amount of said bid for said land being \$609.34 which credits are given being due said Goss the balance of the purchase money in said report & interlocutory decree. It is therefore decreed that the right & title of the said Joseph Winston in said tract of land including his equitable claim to said land be divested out of him and vested in the said Goss his assigns and heirs forever the boundaries of which are as follows: Beginning at a stake on the South side of a road running North 70° E 48 poles to a sycamore on the long fork; thence S 45° E 70 poles to a sugar tree on the side of the hill in a line of an old 640 acres survey; thence E 185 poles with the same to a stake the S.E. corner of same; thence N 162 poles with the same to a stake the S.W. corner of same; thence down with the meanders of said branch to a beach mouth of the hollow; thence S 56° E 70 poles to a sycamore on the side of long fork; thence down with the same with its meanders to a white walnut on its West bank at the mouth of a branch; thence N 100 poles corner; thence S 75° W 112 poles to a beach; thence S 40 poles up with the meanders of said branch to 2 small trees in the line of said 640 acres tract; thence South with the same of a 200 acre tract; thence East 277 poles with the same to a beach & hemlock; thence South 286 poles to a black oak sapling; thence N 72° E 344 poles to a stake in a road and apple marked at corner; thence S 17° E 41 poles with the meanders of the road to a stake; thence North 72° E 34 poles to the beginning.

It is further ordered that a certified copy of this decree be attested for registration in the County of Mason.

John B. Pinkley et als Experts

This cause coming on for final hearing on this 8th July 1850 before his Honor Chancellor Ridley upon the report of the Clerk from which it appearing that an allowance of 300 would be a reasonable allowance to the widow Elizabeth Pinkley to settle upon her absolutely in stead of dower. It is therefore decreed by the Court that the Clerk of this Court pay over to said widow said sum of 300 out of the fund in his hands together with the interest of the same or their guardians.

Nathaniel W. Adams Executor of Allen Adams deed vs Bennett Wright

From the decree pronounced in this cause the complainant prays an appeal to the next term of the supreme court of Mason and appeals for the State of Tennessee to be taken in the City of Nashville commencing on the first Monday in December next which is granted him and leave is given him by the Court until the 2nd day to enter into bond as required by law.

Cynthia Adams & others vs Thomas H. Adams & others (Int. decree) In this cause by consent of parties it is ordered by the court that notice given King Karley shall be sufficient notice by the defendants to take depositions; and leave is given the defendants to take the deposition of King Karley and Adam Karley

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the other demr. subject however to exceptions for competency.

John E. Hale vs. Wm. York (Int. decree)  
He will remember that this cause came on again to be heard upon exceptions to the Master's action upon exceptions of the debt to the depositions of Charles Browning, John F. Pinkley, Daniel Keith & Saml. Martin taken by the complainant which action of the court being seen and understood by the court is overruled and the exceptions to said deposition sustained and the said depositions excluded. It is ordered by the Court that the cause be continued and that the complainant have leave to take the depositions of the said Charles Browning, John F. Pinkley, Daniel Keith and Saml. Martin within three months at the cost of the complainant and that the defendant have the balance of the time to take rebutting proof without cost.

John L. Poper, John A. Bennett, James L. Thompson and Patrick Duffy vs. J. J. Blanton et als

He will remember that this cause came on for hearing before J. L. Riley Chancellor on the 8 day of July 1860 upon the plea and exhibits and proof in the cause whereon it satisfactorily appeared to the Court that J. J. Blanton et als signed and on the 4th day of January 1846 executed & delivered to the complainants a bond in the penalty of \$1000 to which bond there is a condition reciting that one John Hart was taken upon a charge of felonious taking an assault & battery on one James W. Jackson and was bound in a bond to make his personal appearance before the Judge of the Circuit Court of the County of Sumner at the Court House in Tallahassee on Thursday after the 1st day of February 1846 and that the said complainants had entered into ahead of one thousand dollars conditioned for the personal appearance at the said time & place to answer said charge and said compts. being about to surrender said Hart into custody and in order to prevent said parties from surrendering said Hart the said defendants entered into said bond to hold the said compts. harmless from all costs and damages resulting to them for the failure of the said Hart to make his appearance as required by said undertaking by the production of the record it appears that the said Hart and his securities did not enter into a bond of 1000 and his securities into ahead of a 1000 for the appearance of the said Hart to answer said charge but that they on the 14th November 1845 entered into a recognizance the said Hart in the sum of a 1000 and the compts. with Fleming Sanders and Robert L. Taylor in the sum of \$166.66 jointly & severally and not 1000 as recited in said bond it further appeared to the Court that said Hart failed to make his appearance at the Sumner Circuit Court as required by said recognizance that he was called out and aforesaid entered and when his securities failed to recognize the compts. Sanders & Taylor were called & failed to bring the body of said Hart and aforesaid was taken against them at the February term 1846 and a judgment was rendered against Sanders & Taylor for a 1000.66 1/3 and 146 cents of suits that they the complainants necessarily expended \$27.35 in employing counsel in the defence of said proceedings in the Sumner Circuit Court and paid off and discharged them the compts part of said judgment and costs which amounted to \$143.33 with interest the amount of the loss and damage that they the complainants have sustained in consequence of being

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the securities of said Hart amounts to the \$175.66 it further appeared by the record in the Sumner Circuit Court that the compts. brought their action of debt against the depts. upon the said bond to recover said damages sustained but in consequence of the variance existing in the recitation and condition of said bond and the recognizance entered into before the Justice of the peace in Sumner County upon which said aforesaid was taken the compts. could not succeed at law that the Circuit Judge charged the Jury that this variance was fatal and a verdict was rendered in favor of the depts. upon which a new trial was moved for by the compts. and said motion held up for advisement by the Circuit Judge upon this bill is filed for relief, the Court is of Opinion that the compts. have a right to look to the depts. to indemnify them against loss and damage in consequence of their having entered into said recognizance for the appearance of said Hart and also from the ground of a court of equity correcting and relieving against mistakes the court entertains jurisdiction in this cause and gives relief on the ground of compts. having being embarrassed and inadequate at law it is therefore ordered by the Court that the compts. recover of the depts. the said sum of \$175.66 the damages sustained by the compts. as specified in the bill and a fifth issue. It is further ordered that the depts. pay the costs of this suit and the compts. pay the costs at law and that a fifth issue from which decree the defendants pray an appeal to the next supreme court which sets on the 1st Monday of December next at Nashville and of and the same by entering into bond with good security on or before the next day.

James P. Grant vs. John L. Allen (Int. decree)  
He will remember that this cause came on again to be heard before J. L. Riley Chancellor by consent of both parties & by the agreement of both parties. The appeal granted at last term of this court is withdrawn and the decree thereon is set aside, and it further agreed by the parties that complainant pay all the costs that has accrued in said cause both at law and in this court and that the Judgment rendered at law against the complainant in favor of the defendant anderson & Price be perpetually enjoined. It is further ordered and adjudged & decreed by the court that the complainant pay the cost aforesaid and that the said Judgment at law be perpetual ly enjoined and that execution issue to collect said cost.

James W. Wakefield vs. Henry & James M. Wakefield (Order)  
It appearing to the Court that process has been regularly served upon the defendant James M. Wakefield it is ordered & decreed by the Court that said bill be taken for confessed and set down for hearing experts as to him is having failed to give answer or demur to said bill.

It is ordered by the Chancellor that all the cases finally determined at the present term be docketed as before for a report in cases where directions are given to the contrary and there being no further business matured for the action of the Court the Chancellor is pleased to adjourn to the next regular term.  
Bromfield L. Riley

It is remembered that on Monday the 13th day of January 1857 it being the 23rd day of said month and the time appointed by law for holding the Chancery Court at Lafayette. The Hon. Promised L. Ridley Chancellor having previously given notice that he would not attend to hold said Court at this time but would attend and hold said Court on the 1st Monday in February next instead thereof. I therefore in obedience to said notice and written instructions on file in my office adjourned Court until 1st Monday in February next.

Daniel D. Claiborne Clerk & Master

It is remembered that in pursuance of the adjournment of said Court by the order of the Chancellor the Hon. P. L. Ridley Chancellor appeared in the Court House on Monday the 7th day of February 1857 the same being the first Monday in said month and the Sheriff to open Court and proceed to the dispatch of public business when and where the following process was had and held to wit.

Henry Wakefield vs Henry & James M. Wakefield

In this cause defendant Henry Wakefield has leave to file his answer on or before the 23rd day of Judgement pronounced is ordered to be entered against him both as to the original and amended bill, the agent and attorneys of said Henry having notice by publication or other wise and that this cause stand continued by adjournment on affidavit of his agent James M. Wakefield.

Nathan J. Gass vs Elias Finkley & others

In this cause the complainant dismisses the cost. It is therefore decreed that said bill be dismissed and that Nathan J. Gass the complainant pay the costs of this suit for which execution may issue as at law.

Court adjourned until 8 1/2 o'clock tomorrow morning

from 11 o'clock till 1 o'clock

Thursday morning 8 1/2 o'clock 4th February 1857 the Court met pursuant to adjournment on Wednesday.

Dutton vs Holland & als.

It appearing to the Court that the whole of the debts filed against the estate of John Dutton have been paid and that the time for filing claims has elapsed and that there is still a small balance in the hands of the Clerk of this Court it is ordered that said balance be paid over to Thomas J. Dutton the administrator upon his giving bond to distribute the same according to law.

1857 J. Mort & others vs J. Segraves & others (order)

This cause came on to be heard on application of complainants this February 1857 before Chancellor Ridley wherefore it appears to the Court that Sally Segraves is necessary party to it is suit and it appearing that process has not been served upon Amanda Segraves one of the defendants and the said Sally & Amanda reside in Giles County. It is ordered that said Sally be made a party defendant to this bill & that costs be issue as to said defendants.

Head Court of Wm. F. Payne vs Alfred Payne (order)

In this cause it is ordered that the administrator of Alfred Payne dead. Samuel Swaincome be made a party and that his suit be continued until the next term.

Nathan J. Gass & others vs John Sakie

It is remembered that this cause came on for hearing before the Hon. P. L. Ridley Chancellor & C on the 4th day of Feb. 1857 upon the bill & answer to a cause being set down for hearing on the bill & answer whereon it satisfactorily appeared to the Court that the complainants were the security of defendant to Christian Sakie on note dated 28 April 1849 for 400. That Judgement was obtained against said parties and nothing could be collected off of said bill being insolvent, complainants paid the said Judgement amounting to \$63.50 & costs and it further appears that said defendant is interested in the sales of some land made by the Clerk of this Court under a decree of this court, said land bringing the sum of 400 on 12 months and it is remembered that the purchaser which 400 will call due 13th March 1851. Therefore two decrees of the court one in favor of N. J. Gass & costs & the other in favor of M. Ferguson are first to be paid and satisfied out of said interest of said defendant in said sale. It is therefore decreed that the balance of the interest of said John Sakie in said 400 after satisfying said two decrees shall be applied to the payment of off complainants debt of \$63.50 with interest from 1st May 1850 to this time and the Clerk of this Court after paying said two decrees as aforesaid after paying the costs of this suit pay the balance over to complainants to be applied as it will go to the satisfaction of complainants and if it does should be a balance he will pay it over to said party.

William L. Redith vs Elijah Sellers & others & Richard Averett

It is remembered that this cause came on to be heard on the 4th of February 1857 before Chancellor Ridley in the presence of solicitors on both sides when the complainant says he will prosecute his suit as further against said defendant when the Court doth order & decree that complainants bill be dismissed with costs and that defendants recover the costs of this suit against the the complainant & Bennett Wright his security for the prosecution of this suit for which execution may issue.

Nathan J. Gass vs J. J. & Wm. J. York

It is remembered that this cause came on to be heard on this 4th day of February 1857 before Chancellor Ridley upon the report of the Clerk & answer which report is as follows In pursuance of the verbal order of last July term in this cause the Clerk & Master reports that after advertising the land he divided in said order the same was sold on the 7th day of October 1850 for the sum of two hundred and twenty five dollars to John Gass he being the highest bidder at that sale at the Court House at Lafayette that on the 16th day of October 1850 complainant Gass Judgement amounting to \$165.44 was paid off out of said purchase money \$31.09 still remained which was applied to the payment of the costs which amounted to \$97.93 and deducting said sum of \$31.93 leaves \$26.94 which was paid by debt. James J. York all of which is respectfully submitted Daniel D. Claiborne C & M From which it appears that the costs of this suit amounts to \$57.93 and it further appearing that the former decrees

the said James J. York was to pay the costs in the first instance and have his decree over against William J. York. It further appearing from the latter's report that said James J. York has paid said costs wherefore the Court doth decree that the said James J. York recover against said William J. York the sum of fifty seven dollars and ninety three and a half cents together with the costs of this motion for which execution may issue as at law.

Andrew J. East & others, heirs at law of Joseph East deceased  
It is remembered that this cause came on to be heard on this 24th February 1861 upon the petition of John C. Tuck whereupon it appears to the Court that Andrew J. East the former administrator of said Joseph East has resigned his administration and that said John C. Tuck has been appointed in his room and stead and it further appearing that the personal assets in his hands are sufficient to pay the debts and it further appearing that the notes for the sale of the land of said estate are not yet collected and that it will be necessary to resort to the funds arising from said land sale to pay debts. It not appearing what amount it will be necessary to take to pay the debts, it is ordered adjudged and decreed that the Clerk of said Court take an account of assets in the hands of said John C. Tuck & also the amount of debts outstanding against said estate and report to the next term and that said account and funds be taken to pay the deficiency or personal assets.

Abraham Parker vs. Sally Marsh, Sally Marsh vs. Abraham Parker  
In the Chancery Court as Corpus

It is remembered that this cause came on for hearing before the Honble J. L. Hilday Chancellor & C. on the 4th February 1861 upon the agreement and compromise between the parties which is as follows, "Whereas I Sally Marsh having sued out a writ of Habeas Corpus before the Honble W. H. Campbell Judge of the Second Circuit Court for the recovery of my child Elizabeth East from the possession of Abraham Parker, and I Abraham Parker having filed my bill in Lafayette Chancery Court and obtained the writ of the Honble T. R. Campbell Judge as aforesaid ordering the injunction prayer for in said bill restraining the execution of said writ of Habeas Corpus until the matter shall be heard in said Chancery Court.

Now both of us wishing to settle the right to the possession of said child have mutually agreed to compromise the matter as follows, said Marsh is to have said child 4 weeks commencing on next Sunday the 20th day of July 1860 and after said child has remained 4 weeks with said Marsh she is to return to said Parker and remain four weeks and again return to said Marsh and to said Parker alternately remaining with each 4 weeks at a time. Said Marsh is to send for and carry her to his house when he wants her for a visit as above and said Parker is to send for her when he wants her as above, both parties agree to be friendly and encourage the child to like her father & grandfather and grandmother, and both agree to do good part for the child. Said Marsh is to pay the costs of the Circuit Court except the witnesses of Parker who is to pay his witnesses in the Circuit Court and the costs of the suit in Chancery Court the above to continue until 1862

Abraham Parker, Westley Marsh

It is therefore ordered by the Court that the said articles of compromise shall stand the same in all its provisions are made the decree of this court. It is further decreed that the costs of said suit at law and the costs of the Chancery Court be paid by the parties agreed on and that this issue sent law for the collection of the same.

Thomas A. Williams vs. A. J. East & als

It appearing to the court that jurisdiction cannot be entertained in this cause the same is dismissed at complainant's cost against whom and John J. James his security in the injunction bond if he may issue sent law for the collection of said costs.

4. Andrew J. East & others vs. Clerk (Interlocutory decree)

This cause came on for hearing on this 4th day of February 1861 upon the report of the Clerk & Master in the words as follows following to wit. In this cause the Clerk & Master reports that in pursuance of the Interlocutory decree of this Court pronounced at its January term 1860 the land in the proceedings mentioned was divided into two lots, the lot 1st on the east side of the Long Fork of Barron River containing 39 acres and No. 2 on the west side of the Long Fork containing 39 acres that after advertising said lands as directed in said decree the same was sold on the 11th day of March 1860 on the premises at public auction on a credit of one and two years and thereon Patterson East became the purchaser of No. 1 containing 39 acres at the sum of seven hundred and fifty dollars 50¢ of which sum was paid down and gave his notes with good security for the balance of the purchase money at one year's credit and James S. Cook became the purchaser of No. 2 containing 39 acres at the sum of 704 and gave his notes at one year's credit for the purchase money in each case respectively and listed said No. 1 to George C. & M. The Court with further language and decrees that the Clerk pay the cost out of the cost paid down and any balance retain until the further order of this court the purchase money not having been paid the same is retained for divestiture of title. This cause is also heard upon the report of the commissioners which is as follows. We the undersigned being unmarried and entirely disinterested having been summoned and duly sworn by the sheriff of Macon County as a Jury to get apart lower to Elizabeth East out of the lands of her deceased husband Joseph East after having fully considered and understood the whole matter do hereby assign to this said Elizabeth East for her own the following tracts of land in Macon County containing by estimation 516 acres and bounded as follows to wit: beginning at a stake; thence S 73° W 160 poles to a stake; thence S 30° poles to a chestnut; thence W 175 poles to a stake; thence North 23° W 385 poles to a chestnut and sum; thence east 120 poles to a peach and stake; thence N 25° E 182 poles to a stake thence south 19° E 25 poles to a stake in the hollow; thence S 64° E 184 poles to a stake; thence up the Long Fork of Barron River to the beginning stake on the bank of said stream standing 60 poles N 43° West of the 31m corner to Joseph East and Thomas East's 200 acre survey which in our Opinion constitute one third part of the real estate of the said Joseph East dead according to quantity & quality given under our hands and seals.

this 20th day of March 1896.

Amiel A. Claiborne (seal)  
Samuel Pipkin (seal)  
Septima A. Mara (seal)  
M. N. Turner (seal)  
Alar. Ferguson (seal)

which reports are in all things confirmed. It is therefore ordered and decreed by the Court that the title to the land mentioned in the report of the commissioners be divested out of the heirs of Joseph East, dead, and vested in the widow Elizabeth East for and during her natural life and that said commissioners be allowed the sum of \$2 dollars each for their services and that Alexander Ferguson be allowed 15 dollars to be taken in the bill of costs for him.

John E. W. v. William Work (Final Decree)

It is remembered that this cause came on to be heard, before Chancellor Ridgely on this 4th day of February 1891 upon the pleadings & proof in the cause and it appearing to the satisfaction of the Court that the complainants & defendant made an exchange of their lands deft. Wm. Work according to complainant 291 acres lying in the County of Macon as specified in the said decree now to the complainant and the complainant John E. W. to the deft. his land in the County of Jackson lying on the waters of Big Lake Creek; beginning on the north line of the land of the late John E. W. corner; thence with said north line west 25 poles to a white oak; thence with another of his lines 24 poles to a white oak & thence as described by said deed which is registered in the County of Jackson on the 11th of Sept. 1846 and by the said deed he likewise conveys to him 40 acres which was resold to com. by Curtis Woods which begins on Post Oak & black oak and is bounded as described by said deed. He retired as aforesaid being 200 acres in one survey 100 in another & two in 40 acres. It is made to said deed dated 21st Decr. 1845 and it further appears that the said Wm. Work upon the exchange of said lands between the parties represented to the complainant that he had purchased the whole of the 291 acres of land under the decree of the Circuit Court of Macon County which belonged to the estate of Hugh Ferguson dead, and he represented to the com. that the title was good and the complainant confided in the truth of said statement and the exchange aforesaid executed to the defendant his deed for his land aforesaid and on the 20th of Feb 1847 received the defendants deed for the 291 acres without warranty. It further appears to the Court that 50 acres of the 291 acres embraced in the defendants deed to complainant was not embraced in the petition before the said Circuit Court of Macon for the sale of the said land and that the same was not sold by the Clerk of said Court and it further appeared that the deft. after the sale aforesaid went to Carthage and procured the deed for 50 acres of this 291 and deposited the same with the papers of said case in the Macon Circuit Court and procured the same in said Court embracing the said 50 acres with the land purchased by deft. attempting to vest himself of the title of the 50 acres which he did not purchase. It further appeared that John E. W. brought his action of Ejectment in the Circuit Court of Macon to recover the said 50 acres when the plaintiff in the proceedings for the sale of said land filed his bill of review against the com. and the deft. in

P 127, the Macon Circuit Court to correct & set aside the decree so far as the 50 acres were concerned and upon the final hearing of the cause the said Court decreed that the said 50 acres embraced in the deed from Archibald P. Ferguson dated 16 October 1875 being the said 50 acres sold by the deft. to the Compt was not included in the said Petition or interlocutory decree nor was it sold to the deft. by the Clerk under the decree and thereon the Court decreed that its said decree so far as it embraced the said land made at the November term 1846 should be corrected and the same was annulled and made void. This Court is of opinion that the complainant relied upon the truth of the statements made by com. that his title was good to said land by virtue of said decree and that the defendant suppressed from the complainant the fact of his getting said land from Carthage and filing at among the papers aforesaid and the fact that the said land was not embraced in said proceedings and that complainant has, in filing in his action of Ejectment for the same aforesaid and the Court is of the opinion that he is entitled to relief as far as the 50 acres of land is concerned and he is compensated by the defendant the amount of the value of the 50 acres lost as aforesaid and he is entitled to a lien upon the land conveyed by him by deed to the defendant as aforesaid but because it does not appear to the Court that the value of the 50 acres aforesaid is more than the sum of the value of the 50 acres aforesaid, it is ordered that the same be paid to the Master to take proof a report in writing and the report having been made which is as follows: "In this cause the Clerk & Master reports that the position of the land of John E. W. and the 50 acres land is worth 2000". It is ordered that the same being undisputed to it in all things confirms by the Court. It is therefore decreed by the Court that the complainant recover of the deft. the said sum of 2000 reported as aforesaid & then is given the com. the said land in Jackson County conveyed to defendant as aforesaid by the complainant for the satisfaction of this decree and that said issue. It is further ordered that as to the cost that the complainant recover in his action of Ejectment and lawyers fees is not entitled to any decree in this Court it is further ordered that the defendant pay the costs of this cause and that the deft. issue the com. here in Court given his solicitor & C. W. E. a lien on what he is entitled to against the defendant for services in this cause to reapen the defendant prays appeal to the next Supreme Court which is granted him by giving bond and security in the sum of five hundred dollars by the next day to be approved of by the Clerk & Master of this Court.

J. E. W. v. Wm. Work (Final Decree)

In this cause the complainant having appealed from the decision of the Chancellor to the Supreme Court at the last July term the same is withdrawn and the decree as pronounced stands and execution issues as directed.

Elizabeth Waters & wife vs William Work  
It is remembered that this cause came on to be heard on this the 4th of February 1891 before Chancellor Ridgely in presence of solicitors on both sides upon bill answer replication & proof in the cause whereupon it appears to the Court that the answer denies the equity set up in the bill and that what

ever partnership may have existed between the parties has been adjusted and settled and that said bill of sale from the complainant to the defendant for the negroes mentioned in the bill was absolute and not a mortgage and the Court further being of opinion that said bill of complaint is multifarious it is ordered & adjudged by the Court that complainants bill be dismissed and that each pay one half the cost and it appearing that William Holland is complainants security for costs it is ordered that execution issue for one half of the cost against said W. Holland as his security for costs and that execution issue against defendant for the other half of the cost. It is decreed by the Court that complainants bill is dismissed without prejudice.

**John H. Hays vs Wm. H. Weems**  
 It is remembered that this cause came on for hearing before Chancellor Widley on the 14th day of July 1881 on that part of the bill that relates to the house & lot in the town of Nashville containing land and residence and the same being owned by the master who had a portion of the same cannot be divided among his heirs and it would be capitally to the benefit of the heirs to have the same sold and that the price of said lot was \$1000 on 12 months credit which is undisputed by the parties in conflict by the Court it is ordered that the Court shall order to public sale said house & lot on a credit of 12 months being bond & good security for the purchase money and a lien retained on the land for payment by consent the balance of said cause is left open for proof for three months report to be made at the next term.

**Richard vs Clifford**  
 This cause is continued by consent of the parties and that the same remain open for proof on both sides for five months. It is ordered by the Chancellor that all the causes finally determined at the term of the Court be enrolled excepting in cases when special directions be given to the contrary and there being no further business matured for the action of the court the Chancellor is pleased to adjourn to the next regular term. Bromfield Widley

**July Term of the Chancery Court at L. Fayette 1880**  
 It is remembered that on Monday the 14th day of July 1881 the same being the 20th day of said month the Hon. W. C. C. Nicholson appeared in the Court house before the sheriff to open Court and proceeded to the dispatch of public business where the following proceedings were had & held to wit.

**J. B. Short & others vs McGraves heirs**  
 In this cause leave is given defendant Jolly McGraven until the 2d. rule day to answer so as not to delay the hearing and an alias copy & subpoena ordered to issue to Miss County for said Amanda McGraves.

**Weems et als vs Weems et als**  
 In this cause leave is given complainant to take the depositions of Y. N. Douglas & M. M. Mackmore within 3 months

at complete cost and this cause continued as on affidavit

**M. J. Gass Guardian vs J. M. Ferguson et als**  
 In this cause leave is given defendants until the 2d. Rule day to answer complainants bill so as not to delay the hearing.

**Benjamin Holland vs J. B. Short et als**  
 Leave is given defendants until the 2d. Rule day to answer so as not to delay the hearing of the cause.

**Griffith & Young vs J. McHenry et al**  
 This cause is continued by consent until the next term.

**P 141 John W. Read Admr of Wm. J. Payne decd. against Samuel Swearingin Admr. of Alfred Payne et als** Final decrees  
 It is remembered that this cause came on for final adjudication before his honor Chancellor Nicholson on this 14th day of July 1881 and by consent this suit is revived by Samuel Swearingin Admr. of Payne decd. said Payne having departed this life and he taken out letters of administration upon his estate and the cause thereon was heard upon the plea of debt and issue thereon and it appearing to the satisfaction of the Court that the defendant has fully sustained a said plea and that this Court has not Jurisdiction of this cause. It is therefore adjudged & decreed by the Court that complaints be dismissed and that complaints be taken out of the records of this Court to Wm. J. Payne in his legal to be administered for which execution may issue as at Law.

**Wm. H. Wither vs Claiborne** Final decrees  
 It is remembered that this cause came on to be finally heard this 14th day of July 1881 before his honor Chancellor Nicholson upon the bill of complaint and proconfess against the defendants from which it appeared to the Court that in the year 1867 or

1868 complainant paid as the equity of defendant William Young about the sum of three hundred and thirty dollars that complainant appointed Claiborne Wither to settle the claim against Young by recovering the money or note of Young that said Wither took two notes of Young payable to himself one for one hundred and eighty dollars and the other one for one hundred and fifty dollars and that said Wither handed the note for one hundred and eighty two dollars to and that said Wither collected from Young thirty dollars upon the 180 dollars note that said Wither collected the eighty dollars on the 2d0 note. He fraudulently represented to complainant that no part of said note had been collected and that the same could not be collected and proposed to purchase the note at the price of fifty dollars and complainant confiding in this statement of said Wither sold the said note for the payment of 200 in cash and the promise to pay 300 more that some short time after this transaction complainant ascertained the fraud of debt.

Wither & offered him back his 200 and demanded the 1800 note which a defendant Wither refused to accept & deliver over. It is therefore adjudged & decreed by the Court that the sale of the 1800 note by complainant to debt. Wither be annulled and be for nothing held and that the debt Wither deliver the said note to complainant and that the defendant Wither pay to the complt. the 200 paid in cash less the 200 paid in cash upon the

purchase of the note and that he pay interest upon the balance of the 10% from the time the money was paid by debt Young to Witcher 24th June 1848 and unless the debt Witcher hand over the note to the Clerk & Master of this Court by the first day of next November that then the debt, Witcher shall pay to com-  
-117- the whole amount of said note with interest thereon and that execution issue thereon but if the note is delivered up by that time then execution shall only issue for the balance of the 800. It is further Ordered by the Court that the defend-  
-ent Witcher pay all the costs of his cause and that fifteen shillings as at law.

Sarah E. Warner vs Noah Warner (Final Decree for Divorce  
-118- Be it remembered that this cause came on for final ad-  
-judication before the Honl. A. C. P. Nicholson, Chancellor &  
-C on this 14th July 1851 and it appearing to the Court that  
-publication had been duly made and that the debt, had failed  
-to appear and plead answer or demur to complainants bill. It  
-is ordered by the Court that the bill be taken for confessed  
-and set for hearing a parts and thereon the cause cause/comes  
-on to be heard upon Bill proconfesso & proof and it appearing  
-to the satisfaction of the Court that the parties were married  
-and that the debt, had wilfully & maliciously and without  
-reasonable cause deserted the complainant for more than two  
-years before the filing of the bill that the complt. is the  
-most suitable person to have the care of her child Emily Jane  
-It is therefore ordered adjudged and decreed by the Court that  
-the bonds of matrimony between said parties be dissolved and  
-that the complt. be restored to all the rights of a feme sole  
-and that complt. have the custody of the said Emily Jane  
-and the debt, be enjoined from removing her or in any wise  
-interfering with the complainant will pay the costs of this  
-suit for which execution may issue as at law.

James W. Lock vs James W. Lock

Be it remembered that this cause came on for hearing be-  
-fore Chancellor Nicholson on the 14th July 1851 upon the re-  
-port of the Clerk & Master of the sale of the House and lot  
-mentioned in the interlocutory decree which is as follows  
-In pursuance of the undersigned proceeded to sell in the to-  
-wn of Nashville on the 12th April 1851 the lot No. 7 in the  
-plendings mentioned on a credit of twelve months whereupon  
-James W. Lock became the purchaser at the price of 1612 he be-  
-ing the highest & best bidder & gave bond & good security  
-for the purchase money all of which is respectfully submitted  
-Daniel B. Claiborne C & M  
-which being unaccepted to is in all things confirmed by the  
-Court. It is therefore ordered adjudged & decreed by the Court  
-that all the right title & interest of the heirs at law of Wm.  
-H. Venns decd. be diverted out of them and invested in James  
-W. Lock upon the payment of the purchase money and that upon  
-the payment of the said purchase money the Clerk & Master shall  
-certify the same together with this decree for registration.

W. H. P. Curry & others creditors vs Hardaway Marshall & others  
-Be it remembered that this cause coming on for further  
-hearing before Chancellor Nicholson on the 14th July 1851 up-  
-on the pleadings & decree of the Court whereon it satisfactorily

appeared to the Court that this is a proper case for an account  
-and the settlement of the estate of Claiborne Fisher being trans-  
-ferred from the County Court to this Court. It is therefore  
-decreed that this be referred to the Clerk & Master of this Court.  
-The Clerk & Master will report the amount of the estate of  
-Claiborne Fisher which has come to the hands of the administrat-  
-or Hardaway Marshall or which should have come to his hands  
-by due diligence. He will report the amount of the estate  
-of said Claiborne Fisher either real or personal in the estate  
-of William Fisher and how held. He will report the amount of the  
-interest of Claiborne Fisher held by Benjamin Marshall the  
-administrator. He will then report the amount of complainants  
-debts and the debts of such other creditors as may come forward  
-and prove their claims and make themselves parties. It is fur-  
-ther decreed that the trade between Francis Marshall & Clai-  
-borne Fisher decd. of his interest in the estate of Wm. Fisher  
-his wife Polly Fisher be set aside and the 5000 note for the  
-same by F. Marshall to C. Fisher be delivered up and cancelled.  
-It is further ordered and decreed that the question of person-  
-al responsibility of the administrator Hardaway Marshall be  
-referred by the Court to report to be made at the next term. He  
-will also report what disbursements of assets the administrator  
-Hardaway Marshall has made & to whom & when.

James W. Vance et al vs F. M. Wiles et al (Order proconfesso  
-119- In this cause it appearing to the satisfaction of the  
-Court that publication has been duly made as to F. M. Wiles  
-and that he has failed to appear and plead answer or demur to the  
-bill. It is ordered by the Court that the bill be taken  
-for confessed and set for hearing a parts and to him.

McLean et al vs Rich R. Flippin

- In this cause leave is given defendant to plead answer  
-or demur on or before the second rule day so as not to delay  
-the hearing.

Andrew C. et al others heirs of Joseph East deceased & John  
-B. Tucker decd. as bondsmen of said Joseph East decd. & parts

- In this cause it is ordered by the Chancellor that the  
-former order of this Court be revived and that upon said ad-  
-ministrator giving bond & security in double the amount of  
-the sum paid him by the Clerk said money in the hands of the  
-Clerk or a sufficiency thereof be paid over to said administrator  
-to enable him to pay the debts of his intestate.

George H. et al vs Wm. H. Vantress et al

- In this cause it appearing to the satisfaction of the  
-Court that process has been regularly executed on K. McHogg  
-and that he has failed to plead answer or demur to complainants  
-bill. It is therefore ordered by the Court that said bill be  
-taken for confessed and set for hearing a parts and to him.

Wm. Wakefield vs Henry Wakefield & James M. Wakefield

- It appearing to the satisfaction of the Court that this  
-cause has been compromised and the costs all paid it is there-  
-fore ordered that this suit be dismissed.

Daniel B. Claiborne vs A. P. Allen & others

It appearing to the Court that publication has been duly made as to Archibald P. Allen and that he has failed to plead answer or demur to the bill. It is therefore ordered by the Court that complainants bill be taken for confessed and let for hearing experts as to him. It is ordered by the Chancellor that all the causes finally determined at this term be enrolled excepting in cases where special directions shall be given to contrary.

And there appearing no further business for the action of the Court, The Chancellor is pleased to adjourn until the next term regular.

A. C. Nicholson

Lafayette Monday January 15, 1852  
It is remembered that on Monday 17th day of January 1852 the case being the 2d. Monday of said month and the time appointed by law for holding the Chancery Court at Lafayette. The Hon. Judge L. Ridley having previously given notice that he would not attend said Court at this time but would attend and hold said Court on the first Friday in February next instead thereof. I therefore in obedience to said notice and written instructions on file in my office adjourned Court until the first Friday in February next.

James M. Vance & M.

1475 It is remembered that in pursuance of the adjournment of said Court by the order of the Chancellor. The Hon. J. L. Ridley appeared in the Court House on Friday the 6th day of February 1852 the same being the first Friday in said month. Ordered the sheriff to open Court and proceed to the dispatch of public business when and where the following proceedings were had and held to wit:

James M. Vance et al vs F. M. Uhler et al

Be it remembered that this cause came on for hearing before the Hon. J. L. Ridley Chancellor & C. on this 6th February 1852 upon bill answer & pro confesso entered against F. M. Uhler at the last July Term of this Court and it appearing to the satisfaction of the Court that the defendant has absconded and left the state and that he is in equity entitled to 24 acres of land lying and being in Boone County purchased from J. T. Smith and one Jesse Cook. It is therefore ordered and adjudged and decreed by the Court that all the right title and interest that the said defendant Smith has in and to said land be divested out of him and vested in said defendant Uhler and that the same be subject to the debts of complainants. It is therefore ordered and adjudged and decreed by the Court that said 24 acres of land be sold to the highest bidder by the Clerk and Master of this Court for cash after giving 40 days notice and after paying the cost of this cause pay to the complainants their debts and hold the balance if any subject to the further order of this Court.

J. B. Short et al vs Sally Segreaves et al

It appearing to the Court that defendants Allen, James Maxwell and Amanda Segreaves are minors and have no regular Guardian and that Gilbert Segreaves would be a suitable person to defend this suit for them. It is ordered that he be appointed Guardian ad litem for said minors.

148. C. A. & James A. McLeary vs Hugh B. Flippin (Final Decree)

Be it remembered that this cause came on to be heard on this 6th day of February 1852 before his honor Chancellor Ridley upon the bill and compromise of the complainant S. D. McLeary and the defendant Hugh B. Flippin and the transfer to the complainant James A. McLeary to S. D. Claiborne said written compromise as aforesaid is as follows "McLeary vs H. B. Flippin in Chancery. In this suit it is agreed between the parties that upon the payment of the debt in the bill mentioned to wit the money and the interest upon it which Flippin paid for Doctor McLeary to Payne or his assignator for the land in the bill mentioned and the cost of this suit be paid also by complainant to that a decree rendering vesting the title to the said land in complainant James A. McLeary his heirs and assigns & C and neither party is to make any further preparation for the trial of said suit except to take the decree according to this arrangement 1851 Sept. 2d.

James A. McLeary (seal)  
S. D. Flippin (seal)  
In said transfer of said James A. McLeary to S. D. Claiborne of said land is as follows "Tipton County Tennessee Dec. 16, 1851. I hereby authorize the Chancery Court of Lafayette Tennessee to convey the land to S. D. Claiborne in consideration of the sum of \$1000.00 which said Claiborne has paid for the same in the said now pending in said Court when in equity and S. D. McLeary are complainants and Hugh B. Flippin defendant said Hugh B. Flippin and S. D. McLeary having agreed for said land to be sold to be paid for by Court given under my hand and seal at Lafayette.

James A. McLeary (seal)  
It is which it appears that said parties have compromised and settled this suit and that said land mentioned in the bill is 149.00 acres decreed to James A. McLeary and that the complainant James A. McLeary has sold said land to be conveyed to him the said S. D. Claiborne according to the terms of the bill. It is therefore ordered and adjudged and decreed by the Court that the said bill be delivered up and cancelled the same being hereby decreed to be a nullity and that all of the right title claim and interest of the said S. D. Flippin S. D. McLeary and James A. McLeary in and to said 149 acres of land be divested out of them and vested in said S. D. Claiborne his heirs and assigns forever. Said land is bounded as follows to wit beginning at a tree H. B. Flippin's corner running thence with the dividing line between said Flippin and McLeary (now said Claiborne) North 80 poles to a stake with a corner in a low wood beach & white oak point to S. Flippin's corner in a low wood (now Jenkins) line thence with Jenkins (now Jenkins) line south 80 poles to a stake said Jenkins (now Jenkins) corner at a corner in Jenkins & Payne's original line; thence with said line east 80 poles to a stone & take corner also to H. B. Flippin; thence with the dividing line between said Flippin & McLeary (now Claiborne) North 19 poles to the beginning containing 149 acres. It is further decreed that upon the filing of the notes of complaint McLeary to Alfred Payne for the purchase money of the said land and paid off by said Flippin that the same be cancelled and delivered up to Samuel A. McLeary and that said S. D. Flippin receive of the Clerk & Master the principal & interest of the said notes complainant James A. McLeary having deposited the same in his hands to be

paid to said Flippin. It is further ordered that the costs be paid of agree upon in the said compromise and that Pl. a issue & C.

P 140, Daniel L. Claiborne vs Archibald P. Allen & Alston Moore (Final decree)

Be it remembered that this case came on for final hearing before His honor Chancellor Midley on this 6th February 1887 upon the bill answer and Proconfesso entered against defendant Allen at the last July Term of this Court from which it appears satisfactorily to the Court that said Archibald P. Allen is justly indebted to plaintiff in the sum of \$79.04 with interest from the 5th February 1881 making now principal and interest the sum of \$79.54 and that said Allen had no property in this state known to collect and the defendant Alston Moore is justly indebted to said Allen by note due 1st June 1882 for 1800 with Joseph L. Carter as security & ergo given said Allen in part for the tract of land purchased by said Moore from said Allen. It is therefore ordered adjudged and decreed by the Court that upon the failing due of said note of 1800 due Allen by said Moore on the 1st June 1882 that said Alston Moore & Joseph L. Carter jointly and severally pay over to plaintiff his debt of \$79.54 with interest and interest until paid for which execution may issue at law for the collection of the same together with the costs of this suit and that said Allen or any person for him be perpetually enjoined from collecting said sum of \$79.54 and interest off of said Moore & Carter and that said Moore & Carter be entitled to a credit for the same and the amount of the costs of this suit on said 1800 note aforesaid.

John L. Allen vs Allen & Moore

It appearing to the Court that publication has been duly made as to defendant Archibald P. Allen and that said defendant has failed to make answer or answer to the bill. It is therefore ordered that the complaint will be taken for confessed and set for hearing at 8 o'clock to morrow morning. Court adjourn until 8 o'clock to morrow morning.  
fromfield Midley

Griffith & Young vs McLeary et al

In this cause the former order of continuance is revived.

P. P. Duffy et al vs White et al

This cause is continued by consent and leave given to take proof generally.

Woods et al vs Woods et al

Continued by consent and leave given to take proof generally.

Joseph East heirs Ex parte

In this cause the former order is revived.

Jefferson M. Short, Lewis L. Segraves & Mack Segraves vs Sally Segraves, Allen, James Maxwell & Amanda Segraves.

Be it remembered that this case came on for hearing on this 7th February 1882 before Chancellor Midley upon bill answers and exhibits in the cause that on the 17th day of May 1849 William Segraves the father of all the defendants except

Sally of which last he was the husband made to the complainants a mortgage upon the following described tract of land in Lacon County and bounded as follows to wit: Beginning on a rock on the east side of the road on the south boundary of Lewis L. D. Mc Segraves survey; thence S 33 1/2 poles to a rock; thence 64 poles to a stake on a Patrick Fergusson's boundary line; thence with the same N 16 1/2 poles to a poplar Lewis L. & Maxwell Segraves South E corner standing on the south side of their corner; thence west 20 poles to their corner; thence North 15 poles to two P 152 White Oaks their corner with the same West 32 poles to the beginning containing ten acres more or less; which mortgage was made to secure said complainants for certain sums therein set forth upon which said complainants were securities of said William to one Alfred Payne for the original purchase money due from said William to said Payne for said land. It also appears that said William has departed this life that defendants are his only heirs. And it appearing to the Court that a portion of said money for the security of which said mortgage was executed has been long due and remains unpaid; it is therefore decreed by the Court that said land be sold to the Clerk of this Court for cash after giving legal notice for the satisfaction of a said amount so secured in said mortgage but it not appearing precisely what amount remains unpaid the Clerk will report at the next term the amount due on said mortgage the proceeds of said land will be applied first to the satisfaction of the cost of their proceedings 2dly. to the payment of the balance if any to the widow an heirs of said William as follows: one third if any such balance to the widow Sally during her life and the balance to said heirs to be paid to their regular guardian.

McMurry vs J. J. James et al

Upon affidavit of J. J. James the complainant is ordered to give sufficient security or justify his present security by proof before the first July day. It is further ordered by the Court that upon defendant entering into bond to refund in double the amount of the sum advanced that the injunction in this cause be dissolved.

P 150 D. P. Duffy vs Hardaway Marshall.

This cause is continued on affidavit of defendant upon which he is paying all the cost that has accrued in the cause for which execution may issue. It is further ordered that the account before the Clerk & Master be opened and any further proof taken be at the cost of defendant and the proof taken by complainant without cost, and that the question be reserved whether said cost ultimately be advanced or out of his own means.

Wynn Guardian et al vs Gregory et al

In this cause it appearing satisfactorily that the purchase money for the land sold by the Clerk & Master to Joseph G. Hawkins has all been paid and that no investment of title has been made in the purchaser. It is ordered by the Court that the Clerk & Master make a deed to said Joseph G. Hawkins for said land upon said purchaser paying for the same & this ordered.

Benjamin Holland vs J. B. Short et al

This cause is continued upon complainants affidavit and complainant is allowed to take the deposition of the Defendant

John B. Vaughn at his own cost within three months and defend-  
-ents are permitted to take proof generally without cost.

Wm. Hudson vs Coker et als

This cause is continued upon affidavit of complainant and the cause is set for proof on the points stated in the affidavit of complainant at his cost and it is further ordered that the cause be opened for proof upon the point whether or not one Jesus Jones had a legal title or equitable interest in said land only at the time of the condemnation of the land in dispute by the Circuit Court of Macon without cost.

It appearing to the court that process has been regularly served on Defendants Carroll T. Henry & wife Josephine and said defendants having failed to answer place or return to the bill it is therefore ordered that complaints will be taken for a confession and set for hearing before the court at 11 o'clock on the 14th day of January 1934. All persons are notified to be present at said hearing and to bring with them all the evidence to be offered in support of their claims. The court is further notified that the following persons are interested in the outcome of the hearing: John, Elizabeth, Corneilia and Mary Wilson.

David T. Mayberry v. L. L. Wilson et al. (Final Verdict)  
 I can remember that this cause came on for final hearing before the Hon. J. L. Riley Chancellor on this 7th of January 1938 on Bill answer of the Guardian ad litem for the minors and the proconfessed as to the other life tenant exhibited proof in the cause where upon it appears to the Court that L. L. Wilson, the ancestor of the defendants in his lifetime made the conveyance of 160 to him paid by complainant bound himself to procure a patent to be said to him for the following described tract of land to wit a line on the long fork of the Carron River and Salt Lick Creek in the County of Jackson beginning at a whit oak near a small branch corner to Nowell 100 East 30 poles to the same with the same fork of the river and branch of the same; thence north 80° East 300 poles to a stake on the same line with the same fork of the river; thence 110 poles to a Hickory tree; back Run corner to same; thence with a line of the same North 80° East 110 poles to a chestnut corner to same thence South 10° East 20 poles to a white oak; thence South 10° East 175 poles to 2 white oaks on Williams line; thence North 20° East 78 poles to a hickory corner to same; thence North 15° East 77 poles to Nowell's E. W. corner; thence with a line of the same 30 poles to the beginning containing 110 acres to be surveyed. It further appears that said Wilson procured the grant to be issued in his own name on the 7th Sept. 1840 and that the same was issued the 10th October 1840 and said Wilson ordered a deed to be made to said land waiting signs with a large mass showing that he was bound to said land to come to court but that afterwards on the day of 1840 he died without having executed said deed and it appears that defendants are his only heirs at law. It is therefore ordered Adjudged and decreed by the Court that all the right title claim and interest of said defendants in and to the said land be divested out of them and vested in the complainant David T. A. Adams his heirs and assigns forever and that said complainant pay the cost in the first instance and have judgment over against the defendants for the same for which execution may issue and that said land be held bound for the payment of said cost. The Clerk will certify a copy of this

decree for registration.<sup>8</sup>

H. B. Douglas vs J. C. Marshall &amp; others

This cause is continued upon affidavit of costs, counsel and leave given complainants to take proof at their own cost and defendants have leave to take proof without cost.

and there being no further business entered for the action of  
the court the Chancellor is pleased to adjourn to the 1st  
Monday in August next. Brogfield Bidley

136. Lafayette Tennessee Monday July 12, 185

On the 2nd ember that is Monday the 12th day of July 1883 the same being the 2nd Monday of said month and the day appointed by law for holding the Chancery Court at Lafayette, the Honl. J. L. Sulley having previously given notice that he would not attend to hold said court on the first Monday (1st August) next instead thereof, I therefore in obedience to said notice and written instructions of file clerk of said Chancery Court attended the first Monday in August a.t.

and the first money paid to Daniel G. Claiborne, Clerk of the Superior Court, was in payment of the judgment of said court by order of the Chancellor of the said Daniel G. Claiborne, Clerk of the 4th division of the state of Tennessee appeared in the Court House on this 21st day of August A. D. 1882 the same being the first money in said month ordered the Sheriff to open court on procedure to the District of public business, when where the following proceedings were had to wit:

Wm. Jackson L. Gunn, Coker et als

This cause is continued by consent of parties with leave to take proof generally.

James Macce et als vs U. S. Office et Als

This cause is continued and the order of last term re-  
-vived.

U. S. v. Cassius M. Jackson vs. A. Ferguson et alis & J. M. Ferguson  
vs. J. A. Ferguson

These cases are continued and ordered to be consolidated and heard together with leave for both, to answer by the first rule day so as not to delay the hearing with leave to take proof generally.

7.6. Nizemni vrhovi

Continued to consent and remained to the rules for proof on both sides for 10 minutes.

uffe et als vs Marshall et als

sentences, by consent until next term & forwds order re-  
-v. y. d.

Griffith & Young vs McLeary & Blippin

continued by consent.

M. &amp; P. Duffy vs. White et al's

Continued by consent until next term.

Weems etals vs Weems etale

Continued by consent until next term a motion to pay out the money collected off of Lock, the purchaser of the Lots in Mt. Hartsville is over ruled by the Court.

M. & M. Douglas vs J. C. Marshall et al  
Continued by consent until next term.

Mary E. Mungle vs Andy Mungle et al  
In this cause complainants has leave to dismiss her Bill upon the payment of costs which is done and said cause dismissed.

W. Horton vs Saml. E. Hays et al  
In this cause defendant Hays has leave to answer complt. Bill so as not to delay the hearing by the next term complainants solicitor consenting thereto.

Elavina Claiborne vs Henderson Claiborne ( Interlocutory decree  
In this cause it appearing to the satisfaction of the Court that both of said parties agreed to have the matters in controversy between them referred to arbitrators for their decision which was done by the arbitrators mentioned in the agreement on the day of July 1882 and that said arbitrators in their investigation of the case admitted the answer of the deft. to the bill of complainant as evidence before them which was illegal. It is therefore ordered by the Court that the award of said arbitrators be set aside and that the cause be remanded to them for their consideration and decision again and that proof be admitted for both parties according to law and that in the event that said arbitrators or either of them refuse to act that that the same be referred to the Clerk & Master of this Court and that he take proof and report upon the cause in pursuance of the agreement of the parties to the next term of this Court.

John S. Brisen vs A. P. Allen et al  
In this cause it appearing to the satisfaction of the Court that since the last term of this Court defendant A. P. Allen departed this life and that Thompson A. Hughes has taken out letters of administration upon said deceased's estate. It is therefore ordered by the Court that this cause be revived against his said administrator & it further appearing to the Court that said administrator is now residing by agreement of counsel on both sides publication is not necessary & W. F. Evans counsel for said admr. with out any further order than this appears in open Court and agrees to file the answer of said admr. by the next term of this Court. It further appearing to the Court that process of copy & subpoena hath been regularly executed on defendant Alston Moore and that he hath failed to appear plea answer or demur to complainants bill as commanded in said subpoena. It is therefore ordered by the Court that complainant's bill be taken for confessed and set for hearing ex parte as to said Alston Moore.

Benjamin Holland vs Coker & Atkinson  
Be it remembered that this cause came on for further hearing before the Honorable B. L. Midley Chancellor & C on this 2d day of August 1882 upon the bill of complainant & answer of deft. Coker and it appearing to the satisfaction of the

of the Court that the defendant Atkinson has been regularly served with process in this cause before the last term of this Court and he having failed to appear plead answer or demur to complainants bill the same is now taken for confessed against him. It is further ordered that this cause be referred to the Clerk & Master of this Court to take proof and state an account of the amount of the effects of the late firm of Coker & Atkinson in the hand of said Coker and also of the amount owing by said Atkinson (if any) to said Coker and report the same to the Court at the next term thereof as to the matter of avoidance set up in the answer of Coker growing out of his claim against Atkinson the Court the Court? Expresses no opinion but reserves that matter to be adjudicated hereafter the Clerk & Master will also report the amount due complt. by deft. Atkinson, reports to be made at next term.

Benj. Holland vs J. B. Short et al ( Final decree  
Be it remembered that this cause came on for final hearing before the Hon. B. L. Midley Chancellor & C on this 2d day of August 1882 upon the plan in said case and it satisfactorily appearing to the Court that the bill of complainants had been fully met & admitted in the answers and that complainant had failed to do any thing to his bill by proof. It is therefore ordered adjudged and decreed by the Court that complainant's bill be dismissed and that complainants pay the costs of this suit for which execution may issue at law.

Heirs of Joseph East et al vs J. B. Short et al  
Be it remembered that this cause came on for final hearing before his honor Chancellor Midley upon the report of the Clerk & Master which is made in pursuance to the Interlocutory decree of February term 1881 said report being annexed to it. In all things confirmed by the Court and which it appears that the Clerk & Master has taken an account of the assets in the hands of the admr. de onis non John C. Tuck and also the amount of the indebtedness of said estate which is as follows: assets in his hands with which he is charged \$155.65 and that said admr. has disbursed in payment of debts \$155.65 and that there yet remains due the heirs of Thos. East by Joseph East a nr. dead. said admr. intestate the sum of \$345.22 (also the sum of \$902.50 for debts & C ) \$1202.50 with legal interest on the same to this date 95.00 and to various other creditors 196.92 making in all after discharging all in his hands \$1399.42 still due and unpaid and the costs of this suit in cludings attorney's fee & C \$11.59 sum total of indebtedness \$1410.92 and it appearing to the Court said admr. de onis now hath exhausted all the personal assets in his hands and that it will be necessary to apply the funds arising from the sale of the real estate not in the hands of the Clerk & Master to the payment of said sum of \$902.92. It further appearing that the heirs of Thos. East agrees in and amongs. It is therefore ordered adjudged and decreed by the Court that the Clerk & Master pay to said admr. de onis non the sum of \$196.51 for the payment of the various debts aforesaid and that he pay to the

regular Guardian of the Heirs of Thomas East dead, the sum of \$642.72 resorted to be due them as aforesaid and retain and pay out according to law the sum of \$111.69 costs & attorneys fee & C and the remainder of said land fund \$9.56 he will pay over to the heirs of the said Joseph East according to law upon their application. He will also make deeds to the purchaser of the land they having paid for the same or to any other persons they may direct in writing to be filed with the papers of this cause.

D. D. Claiborne vs Wm. Holland et als

The Judgment pronounced hereto fore entered against said Defendant is set aside and said Defendant is now ordered to be filed according to law with leave for said deft. to retake any proof heretofore taken if he chooses in 4 months.

John F. Murray vs John J. James

In this cause leave is given deft. to answer complts. Bill or file a cross bill by 4th Monday in November next so as not to delay the hearing.

J. B. Short et als vs Segraves Heirs (Final decree)

Be it remembered that this cause came on for final hearing before his honor Chancellor Wiley on this 2d August 1852 upon the report of the Clerk & Master which is as follows to-wit: The Clerk & Master reports that in pursuance of the Interlocutory Decree pronounced at the last term after giving P 163 the notice therein prescribed he proceeded to sell the land in the pleadings mentioned for cash to the highest bidder at public auction whereupon Maxwell Segraves became the purchaser at the sum of \$83.50 the amount due complainants on the mortgage and the costs of this suit is being the highest & best bidder at that price on the 20th April 1852 all of which is respectfully submitted Daniel D. Claiborne Clerk & Master which report being unaccepted to is in all things confirmed by the Court and it appearing from said report that said land only sold for the precise amount necessary to pay the costs of this suit and the claims of complainants and nothing remains for the widow & children mentioned in the pleadings. It is therefore ordered adjudged and decreed by the Court that the Clerk & Master execute a deed to the purchaser Maxwell Segraves under his hand & seal of Office for said land bounded as specified in the Interlocutory Decree of last term.

Daniel D. Claiborne vs Wm. Holland & et als

The surveyor of Decon County is ordered to survey the land in controversy and file his plat & certificate of the same and either party first the deft. if he chooses or the complt. if said deft. refuses when notified so to do by complt. has leave to stack up and otherwise secure from fire any rails now lying on said land provided the same shall not be removed off of the land.

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

P 163, Be it remembered that on Monday the 7th day of February 1853 the same being the first Monday of said month and the regular time appointed by law for holding the Chancery Court

at LaFayette the Honl. Bromfield L. Wiley failing to attend I adjourned said Court until tomorrow morning 8 o'clock

Daniel D. Claiborne C & M  
Wednesday morning 8 o'clock 1853 met at the Court House & having attended as on yesterday until now 4 o'clock P M and the Chancellor failing to arrive I adjourned court until court in course. Daniel D. Claiborne C & M

LaFayette Monday July 11th 1853

Be it remembered that on Monday the 11th day of July 1853 the same being the 2d Monday in said month and the time appointed by Law for holding the Chancery Court at LaFayette the Honl. B. L. Wiley 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:

John F. Murray vs John J. James

In this cause leave is given the defendant to file a cross bill the court being of opinion it is proper cause and thereon the complainant returned to the bill which being argued and understood the same is over ruled and three months a adjourn the defts. in the cross bill to answer so as not to delay the hearing. It is ordered by the parties that proof may be taken on as though the answer were on file and a trial day for the answer to the cross bill and the cross bill for trial at the next term unless continued at other court previous to then & the complainant against the Clerk will not publication & issue process as to them.

John F. Murray vs John J. James & others (Int. Reply)

This cause by agreement of the parties is referred to the Clerk & Master of this court who will take & state an account showing the amount due the complt. a guardian from either of the assignments if anything is due and how the same became due. He will also state an account between the complainants showing what amount of the means of the wards have come into the hands of each deft. and showing the separate liability of each deft. any of the costs all other matters are reserved until the coming in of the report & the parties may take in addition proof that either of them may desire.

J. B. Short et als vs Segraves Heirs (Final decree)

Be it remembered that this cause came on for final adjudication on this 11th day of July 1853 before his honor Chancellor Wiley upon the report of the Clerk in the cross and figures following to-wit: "I obdience to the Interlocutory order of last term the Clerk & Master reports that after having sold the land in the pleadings as in and under directed he sold said land at public auction to John F. Murray for \$110.50 being the highest and best bidder at that price whereupon said Murray paid over the money to-wit the \$110.50 which is in the hands of the Clerk & Master all of which is respectfully submitted. Daniel D. Claiborne C & M

which being unaccepted to is in all things confirmed. It is therefore ordered adjudged and decreed by the Court that the Clerk pay over the proceeds of the sale to complainants the creditors & C as they are severally entitled any balance will be paid to defts. After payment of costs the costs to be first

paid out of the fund. It is further decreed by the court that the Clerk of this Court execute to the purchasers a deed in pursuance of the sale at the expiration of two years allowed for redemption. Should there not be a sufficiency of the fund to pay the costs and the debts the complainants shall have an execution over against the defendants for the costs paid out of the fund.

John Marsh vs Charles Marsh, Caroline Marsh & Mumford Marsh  
It appearing to the court that two of the above named defendants Caroline & Mumford S. Marsh are minors and that the complainant John Marsh is their regular appointed guardian who is seeking relief against them in order that justice may be done and the rights of said minors properly protected it is necessary to appoint a guardian ad litem for said Caroline & Mumford S. Marsh and it being suggested to the court that Thomas A. William is a suitable person to act as guardian ad litem for said minors Caroline & Mumford S. Marsh who is accordingly as appointed guardian ad litem for said minors to defend said suit.

Lavina Claiborne vs Henderson Claiborne (Int. & Res.)  
It is remembered that this cause came on to be heard on this 11th day of 1883 before the Honorable Judge upon the written compromise made between the parties which is as follows:  
Now all men by these presents that I Lavina Claiborne and Henderson Claiborne have this day compromised and settled finally and forever the subject matters of the suit now pending in the Honorable Chancery Court herein, I Lavina am complainant and Henderson am defendant in the following manner to wit:  
I said Lavina agree to dismiss my bill and pay the costs of the witnesses for their attendance and I said Henderson agree to pay all the rest of the costs of the cause I further agree that a deed shall be pronounced at the next term for me to pay said Lavina one hundred dollars; if I shall fail to pay the same he for me then to her and that I be decreed to pay her three hundred & seventy five dollars twelve months thereafter my entering into bond to perform said decree satisfactorily to the court. We further agree that the above amount in all \$475. shall be when paid a full and complete satisfaction of all demands which complainant has against defendant as mentioned in her bill or otherwise and that defendant has no demands what ever against complainant and that the Court may appoint any suitable person to act as receiver for complainant and manage her affairs as usual in cases requiring such appointments  
this 20th December 1882 Lavina Claiborne (real)  
Henderson Claiborne (real)  
attest  
J. D. Claiborne  
Clerk of Court

It is therefore decreed by the court that said bill be dismissed according to the terms of said compromise that defendant pay down one hundred dollars with interest from 1st Monday in February 1883 and give bond and good security satisfactorily to the Clerk & Master due 12 months from the 1st Monday in February 1883 for said sum of three hundred and seventy five dollars & that each party pay costs according to said compromise and it appearing to the court that J. D. Claiborne Clerk & Master of this court would be a proper person to appoint trustee

for comit. to manage said fund. It is ordered and decreed by the court that said J. D. Claiborne the appointed trustee for comit. hold and manage said fund & pay to her use as maybe necessary for her support and the payment of her debts.

Yeems et al vs Yeems et al

This cause is continued as on affidavit of comit. and leave given to take proof generally on both sides.

W. H. A. Brannon vs Sullivan & Graves (Int. & Res.)

In this case upon the application of W. H. Sullivan it is ordered by the court that he pay any part of the purchase money he may desire to pay toward the redemption of the land in controversy into the office of the Clerk & Master who will hold it subject to further order of the court and will proceeding that may be had by any person in the redemption of the land be subject to the order of the Clerk & Master who will fill any notice subject to the further order of this court.

William Morton vs J. D. Claiborne & others (Decree final)

It is remembered that on this 11th day of July 1882 the complainant William Morton comes and says he will no further prosecute this suit and dismiss the same which is allowed by the court without prejudice to complainant filing another bill. It is ordered that comit. pay the costs of this issue.

William A. Atkins vs J. D. Claiborne (Decree final)

It is remembered that on this 11th day of July 1882 this cause came on to be heard upon the report of the Clerk & Master of this court made in pursuance to an interlocutory decree pronounced in this cause at former term upon which it appears that by complainant which execution it is the court over Rules and the Report confirmed and it further appearing that there were not any effects in the hands of comit. J. D. Claiborne of the suit Atkins vs. and that the complainant is therefore not entitled to the relief sought. It is therefore ordered a decree and decreed by the court that comit. J. D. Claiborne pay the costs of this issue & that appearing that William A. Atkins is the security of complainant for prosecution of this suit it is ordered that if a issue against complainant and his said security for costs of suit. It is ordered that complainant have leave to withdraw his demand of costs at evidence in this case & that account books & C. J. Atkins vs. J. D. Claiborne.

Mumford S. Marsh vs Healy & others

It appearing to the court that John Healy is a defendant in this cause and has been regularly served with copy subpoena and that he has failed to read answer or appear to the bill. It is therefore ordered by the court that the complainant's bill be taken for confessed and set for hearing as to costs to him.

John S. Brian vs T. W. J. Hughes & J. D. Claiborne

In this case by agreement of the parties the proceedings as to W. H. A. Brannon is not said and the defendants answer filed

which is done and this cause is continued to leave open to take proof generally on both sides.

Griffith & Young vs McLeary & Flippin

This cause is continued by consent until next term.

William Hudson vs Saml. J. Hare c. J. J. Coker and C. F. Young  
It is remembered that this cause came on for final hearing before Chancellor Ridley on the 11th day of July 1837 upon the pleadings and proof in the cause. Whereon it satisfactorily appeared to the court that Leugen Hitley, George Tul & William Coker recovered Judgments against Jesse Jones before a Justice of the peace for Macon County, that execution were levied on the tract of land of two hundred acres beginning at a white oak corner in Samuel Hare's line on the east side of the creek then to a white oak & cypress in Hitley's line and the same as described in the deed of Jesse Jones to said Hitley, Coker & Young in Macon County where said land lies. The Macon Circuit Court condemned said tract of land to said three Executions and on January 1838 the sheriff of Macon sold said land and said Coker for Coker & F. Young became the purchaser of said tract at the sum of \$25. It further appeared that said Coker & Young procured Hitchenson to advance him the money on November, 1840 that said Coker & Young being non resident of the said Jones deposited with the Clerk of the Circuit Court of Macon by . . . the amount of said purchase money and said executions it being \$2,790 and said payment and deposit was intended and was a redemption of said land it further appeared that the said Coker & Young procured J. Wright the sheriff of Macon in 1840 to execute a deed for said land found in said sale and that the said Coker & Young received from the sheriff the amount of his bid money paid on the original sale with interest it further appeared to the court that the common law purchase of the said tract of land from Jesse Jones with the assent of Elizabeth Jones on the 16th of May 1847 and paid therefor the sum of \$256 which was applied to the payment of the advances made by the said Hitchenson in redeeming said land the said complainant fully believed that he was getting a good title receiving the deed of Jesse Jones the said Hitchenson having made a quit claim deed to said Jones upon his receiving the money he had advanced for the redemption an afore said the court is of opinion and so decrees that the defendants deed from the sheriff of Macon for said land founded on said purchase and said was improperly executed the said lands having been redeemed but afterwards the said Coker received from the sheriff as aforesaid the amount with interest paid by him for said land and the court is further of opinion and so decrees that the complainants title to said land as against said defendants Coker & Young and defendant Hare who purchased under them with notice of complainants purchase and deed is good & shall prevail and shall not be overreached or annulled by the sheriff's deed acquired as aforesaid it is therefore ordered by the court that the cloud upon complainants title by the execution of the said sheriff's deed by removal of the said deed being declared to have conveyed no title to defendants and their right and title be divested out of them and vested in complainant it is further decreed that the defendants pay the cost of this suit and file issue from which Decree the defendants pray an appeal to the next supreme court which is granted.

ad them by their entering into bond & security in the sum of five hundred dollars by the 3d. rule day to be approved by the Master of this court.

James C. Veir vs John Cook ( O Hill & John Cook & Joseph F. Juntun vs Jas. C. Veir & others ( Hill and A. S. Wright vs J. F. Juntun & others ( Hill

In this cause W. K. Carr the receiver of the court appointed files the following report to wit: To the Chancery Court at Lafayette the undersigned as receiver in the case of J. F. Juntun vs Jas. C. Veir & others would respectfully report to the court that he received from sale of about two hundred and ninety nine dollars & 15 cents (299.15) from the accounts due on the Mercantile Bank he has collected one hundred & 25 cents & 98 cents (117.98) there is still a small balance due on the Books some of which are insolvent & some litigation all of which is respectfully submitted July 11th 1837.

W. K. Carr Receiver  
Which being accepted to be in all things confirmed. It is further ordered by the court that a receiver hold the fund subject to the further orders of this court and said receiver will proceed to collect the balance of the monies due the firm and hold the same subject to the further order of the court and make is given the writs until the 3d rule day to answer the Court bill of right so as not to delay the hearing and upon the application of the securities of court. either having been duly notified said court is to be wiled to give other sufficient counter security or take the oath prescribed by law on or before the 3d rule day on failure to comply with this order the bill will stand dismissed and saw of plaintiffs recover of him & his aid in securing the costs of suit and which execution any issue.

P. Bully vs Joseph & Anna White & Joel Driver

It is remembered that this cause came on for hearing before the Hon. J. L. Ridley Judge & C on this 11th July 1837 upon the bill answers & proof in the cause whereon it satisfactorily appeared to the court that the defendant Joseph White and Anna White executed their note payable to Joel Driver for the sum of seventy five dollars payable first day of June 1837 and it further appeared that the said driver warrants them & obtained a Judgement before John Claiborne a Justice of the peace on the 18th June 1837 on said note and that by mistake the warrant run in the name of Joseph Driver that execution issued on said Judgement in the name of Joel Driver and the sum of 165 money & execution issued in the name of Joel Driver which came into the hands of J. F. Juntun & consitable of Smith County who on the 3d of March 1837 returned it no personal property to be found in his County, levied on one tract or tracts of land in all the acres in district No. 6 adjoining the land of William Harris & others as the property of Joseph White and Anna White, the Justice returned the said papers in the Smith Circuit Court at the December term 1837. the said Court condemned the said land on order of sale issued from said court on the 16th of January 1838 The sheriff of Smith County after giving the notice required by law sold the said land to the highest bidder and Joel Driver became the purchaser the amount of said debt and cost being \$74.87 it further appeared that the complainants were

Judgment creditors of said Joseph and Anna White in the amount of \$11.11 rendered by Alfred Brayard Justice of the peace and on the 15th December 1838 they redeemed said land by paying to said driver the amount of his sale and interest, and placed their debt Judgment upon said land. It further appears that said land lies in the County of Macon, a county detached from Smith since said redemption, and in consequence of said mistake the possession of a said land and the said interest Anna still resides upon the same. The court is satisfied that there was a mistake in using the name of Joseph Driver instead of Joel Driver in the report and that the same in account of compts. & compts being willing to give debts. Whites still the right of redemption it is ordered and decreed by the court that said mistake be corrected that said proceeding be regarded as conducted in the name of Joel Driver and compts. being entitled to the benefit of their redemption as aforesaid, it is further decreed that unless the debts Joseph & Anna White shall within three months from this day pay into the office of the Clerk of this court the amount of \$74.37 and the amount of \$11.11 with interest from the 15th of December 1838 it being the amount coming to compts they shall not be permitted under that to redeem said land and their title shall be vested in compts. and their heirs and in case of failure to redeem as aforesaid the Clerk of this court shall advertise and sell said land for cash and issue a writ of possession and place the purchaser in possession thereof and pay over to compts. the proceeds of said sales sufficient to pay said debts, of compts. with interest and if there shall be any balance after paying the costs the same shall be paid over to debts. 173. This in case of sale, the land shall be sold without the right of redemption on said sale of land.

Alexander Stubblefield et als heirs & widow and administrators of John Stubblefield decd. Experts. He it remembered that this cause came on for hearing on this 12th of July 1843 before Chancellor Ridley upon the petition of complainants and at appearing to the satisfaction of the court that John Stubblefield departed this life intestate in April last in the County of Macon leaving a widow Nancy Stubblefield and the complainant Alexander Fleming & Robert Stubblefield and Woods & wife his heirs at law. Robert Stubblefield having sold out his interest to compt. Richard Averett it further appeared to the court that Robert A. Averett and Alexander Stubblefield administered upon his estate it further appeared that all of said heirs of lawful age and that the assets of said estate consisting of the sale will not be sufficient to pay the debt. of the estate by seven or eight hundred dollars as far as the debts have been ascertained that there is 7 negroes and about 800 acres of ridge land lying in said County aside from the 200 acres of land claimed by the wife & children of compt. Robert Stubblefield for the recovery of which their bill is pending in this court and all of said heirs & widow having joined with the administrators praying for the sale of said land for the purpose of raising a fund to pay debts and for a division and the widow consenting for the land to be sold and out of the sales a sum equal in value to her dower be assigned and court being satisfied that it is

necessary to sell said land to pay said debts and it would promote the interests of said heirs to sell said land it is therefore decreed by the court that the Clerk of this court sell the balance of said land consisting of about 800 acres in parcels or lots commanding the best prices on a credit of P 174 twelve months with the exception of 1000 which shall be paid down to pay costs he will advertise said land for 40 days at public places in the county the sale to be upon the premises taking bond & two good securities for the purchase money retaining a lien upon the land for said purchase money the Clerk will lay off said land in such lots as shall be judged most appropriate & exhibit at the sale a plat of the different surveys. He will also take proof and report to the next term the age of the widow and what sum out of said sale fund would be reasonable and Just for her to receive in lieu of her dower in the real estate of the deceased.

C. J. White vs Alexander Ferguson et als.

In this cause upon the filing of the affidavit of Patrick Ferguson it appeared to the satisfaction of the court that said defendant Alexander Ferguson since the commencement of this suit became insane and that Patrick Ferguson has been appointed his guardian & C. It is therefore upon the agreement of the parties counsel both for the Compt. & debts. is ordered by the court that said suit be revived against said Patrick Ferguson as guardian aforesaid and he be permitted to defend the same in that capacity.

Mary J. Mungle et als vs John Mungle et als

It appearing to the court that said John Mungle has been regularly served with process and has failed to plead answer or demur to complainants bill as commanded. It is therefore ordered by the court that said bill be taken for confessed and set for hearing experts at to him.

Stanford Mitchell vs W. J. York & others ( Int. George

In this cause it appearing to the court that William George is a material party he claiming title he be made a party defendant and leave is given complainant to file an amended bill bringing him before the court which will be filed P 175 the amended bill is filed at the cost of compt.

Puffy vs R. Marshall admr. ( Creditors bill

It is ordered by the court that this cause be referred to the Clerk & master of this court to report what would be a reasonable fee for Solicitor Guila for his services of Patrick Puffy in attending to this case report to be made at this time.

James Kearley vs Andrew G. Mungle & wife Mary N. Mungle & John Mungle ( or Bill

Mary E. Mungle & children against James Kearley and John Mungle and Andy G. Mungle vs James Kearley ( Cross Bill. It is remembered that these causes came on for hearing before the Honl. B. L. Ridley Chancellor & C on this 12th day of July 1843 upon the bill cross bill answers and proof in the cause & the proconfesso against John Mungle whereon it satisfactorily appeared to the court that the compt. James

Kearley purchased of Andrew Mungle the tract of land embraced in his deed to complit. Kearley dated 24th March 1852 lying in the county of Macon containing 50 acres beginning on a walnut in Townes west boundary as described in said deed 176 and likewise purchased of said A. G. Mungle 3 acres adjoining the 50 acres the boundaries of which maybe seen by said deed for both of which tracts the complit. agreed to give 450\$ his note for 450\$ payable to Mary E. Mungle given due on the 25th March 1852 which she received and at a day thereafter he paid 5\$ on the same. It further appeared to the court that Nathaniel M. Adams recovered Judgment against A. G. Mungle and executions issued and was levied upon said land and the Macon Circuit Court condemned said land and on the 7th day (1) of 1844 John Mungle became the purchaser of the 50 acres of land. It further appears that Isaac Mungle the father of A. G. Mungle and John Mungle placed means in the hands of the said John to purchase in the said 50 acres and for him to hold it as trustee for the use and benefit of said Andrew G. & wife Mary E. & children for a home. But this was a secret trust unknown to the said James Kearley that the said John Mungle in making said purchase and paying the \$200 the purchase money he failed to put down on the record that he purchased it as trustee and failed and neglected to take the sheriff's deed for said 50 acres or have any proper record showing the trust and it further appeared that said James Kearley paid out his said money and made his said advances without any knowledge of his said trust and that the said John Mungle assigned to the said James Kearley making said purchase, the court in opinion and so decrees that the said trust cannot be set up against the said James Kearley or in any manner prejudice his rights in as much as he is willing to receive back his money that he advanced, and his payment of Taxes &c he charging nothing for improvement nor he to be charged with rents but permitted to tend and gather his present growing crop without molestation to which the parties assent. It is therefore decreed by this court that unless the \$200 & interest and the 5\$ paid aforesaid and likewise \$10.14cts the amount he paid for taxes on said land and the registration of said deeds within 40 days from this day shall be paid by the debts. To the complit. James Kearley then the said tracts of land shall be sold by the Clerk for cash first selling the 32 acre tract if that shall be sufficient to pay the complainant's debt, the said 50 acres shall not be sold but shall be settled upon the said A. G. Mungle his wife & children in trust freed from the sale or debts of said Andrew in case the said 32 acres shall not pay up the debt of complit. Kearley as aforesaid then the Clerk shall expose to sale said 50 acre tract for cash and after paying the complit's debt if there shall be any balance left to pay the same to said Mary E. & children. It is further decreed that the said deeds be vacated and set aside and it is further ordered that said 150\$ note be likewise annulled and declared void and ordered to be delivered up & cancelled. It further appeared to the court that the said John Mungle has acted in violation of the trust it is therefore ordered by the court that he be removed as trustee. It is further decreed by the court that John Mungle pay all the costs of these causes including the sale of lands and costs at sale upon the 150\$ note and file issue against him. It is

further decreed as to the question whether John Mungle shall be made responsible for the value of the trusts property and whether he shall have a decree to recover back the cost decreed out of said land as reserved for the future action of this court and said Defendant John Mungle have leave to come forward and show cause at the next term why he should recover said cost back and also why he should not be held responsible for the trust fund.

John Marsh vs Charles Marsh, Caroline Marsh and Sumford S. Marsh.

P 178, It is remembered that this cause came on to be heard this 12th day of July 1852 before Chancellor Midley in presence of solicitors on both sides upon a Bill of complainants and the answer of the adult defendant and the answer of the minor by their guardian Aditem Thomas A. Williams. When it appeared to the satisfaction of the court that the defendant Charles Marsh was indebted to the complainant as charged in the Bill and that he was so indebted at the date of said Bill and that said Marsh was so indebted at the date of said Bill and that said conveyance was made to said Caroline and Sumford Marsh by the said Charles Marsh with out any consideration that would be good in law against the complainants said Charles Marsh. Therefore it is ordered and decreed by the court that said deed of gift be declared void and of no effect so far as the amount of the complainants debt & costs & that the Clerk & Master of this court proceed to sell said tract of land and so much of the personal property as will be sufficient to pay complainants debt and cost as specified in the bill and that all things in the hands of said John Marsh the proceeds of said property be applied in the same way until complainants debt and costs aforesaid are paid the costs of this suit being first paid out of the fund if anything shall remain of the costs & complainants debt and cost the same will be paid by the Clerk & Master of this court for the benefit of Caroline & Sumford S. subject to the further order of this court and the said complainant be released from his obligation in the Macon County Court as guardian of Caroline & Sumford S. Marsh except for any balance that may remain the proceeds of the sale of said property after the payment of the costs and complainants debt & cost and that the Clerk & Master furnish complit with a certified copy of this decree to settle with a certified copy of this decree to settle with the County Court & that the Clerk & Master report his proceedings to the next term of this court the Clerk & Master will advertise said said for sale in writing at the Court house in Lafayette & three other public places in Macon County for 40 days before said sale.

C. J. White vs Ferguson guardian & C. In this case upon application of Patrick Ferguson guardian & C by affidavit &c when it appeared to the satisfaction of the Court that said Charles White is a non resident and that publication has been made a sufficient time since that has elapsed for complaint to take Judgment confessed against her that said complainant without any cause shown has yet failed to do it. It is therefore ordered by the court that complit. after first rule day hereafter to take his Judge