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Feby. 14, 1913

1

Be it remembered that the Court House at
Catterwag James County Tennessee was burned
March the 9th 1913 and all the Chancery Court
records and papers therein were destroyed and
this Minute Book No. 4 is from March 9th 1913
J. S. Marshall C. M.

Renewal Bond: original destroyed in Court House fire
March 9th 1913

State of Tennessee, James County.

We J. S. Marshall, Ed. Robinson, O. B. Hughes, Hunter
Furches and R. W. Parks, obligate and bind ourselves
in the penal sum of Five thousand (\$5000⁰⁰) Dollars,
payable to the State of Tennessee.

To be void on condition the said J. S. Marshall,
this day inducted into the office of Chancery Court
Clerk for James County, does well and truly pay over all
moneys arising from taxes, fines and forfeitures which
may come into his hands by virtue of his Office.

Witness our signatures, this 15th day of March 1913

J. S. Marshall
Ed. Robinson
O. B. Hughes
Hunter Furches
R. W. Parks

Approved this 6th day of May 1913

V. C. Allen Chancellor

Oath.

I do solemnly swear that I will execute the duties of
the office of Chancery Court Clerk for James County, to
which I have been elected, and which I am about to
assume, without prejudice, partiality, or favor, to the
best of my skill and ability; and I do further swear
that I have neither given or will give any person any
gratuity, gift, fee, or reward in consideration of his
support for my office; nor have I sold or offered to sell,
nor will I sell my interest in said office, and I
further swear that I will support the Constitution of
Tennessee and the Constitution of the United States, and
that I have not, since the year 1870, directly or indirectly
given, accepted, or knowingly carried a challenge, in
writing or otherwise to any person being a citizen of
this State, enter in or out of the State, or aided or abetted
therein, since I have been a citizen of the State, and
that I will not, during my continuance in office be
guilty of either of these acts. So help me God,

J. S. Marshall
sworn to & subscribed before me, V. C. Allen, Chan.

February 14th, 1913
 Renewal Bond for safe keeping of the records, original
 destroyed in Court House fire March 9th 1913

State of Tennessee, James County,
 We J. S. Marshall, Ed Robinson, O. G. Hughes,
 Hunter Furches and R. W. Parks, obligate and bind
 ourselves in the penal sum of Ten Thousand Dollars
 payable to the state of Tennessee.

To be void on condition the said J. S. Marshall
 this day inducted into the office of Chancery Court
 Clerk for James County, safely keep and preserve
 the records of said Court, and faithfully discharge
 the duties of his office.

Witness our signatures, this 15th day of
 March 1913

J. S. Marshall
 Ed Robinson
 O. G. Hughes
 Hunter Furches
 R. W. Parks

Approved, this 6th day of May 1913

V. C. Allen, Chancellor.

Oath

I solemnly swear that I will support the
 Constitution of the United States and the Constitution
 of the State of Tennessee, and the laws made
 in pursuance thereof, and will administer, with-
 out respect of person, faithfully and impartially,
 all the duties of the office to which I have been
 elected; and that I have not, since the year 1870,
 directly or indirectly given, accepted, or knowingly
 carried a challenge, in writing or otherwise, to
 any person being a citizen of this state, either in
 or out of the state, or aided or abetted therein since
 I have been a citizen of this state, and that I will
 not, during my continuance in office, be guilty
 of either of these acts. So help me God.

J. S. Marshall

sworn to & subscribed before me

V. C. Allen Chan -

Renewal Bond as Reciver, Original destroyed in
 Court House fire March 9th 1913

Bond of J. S. Marshall, Chancery Court Clerk
 of James County,

Know all men by these presents, that
 we, J. S. Marshall, Principal, Ed Robinson, O. G.
 Hughes Hunter Furches and R. W. Parks Sureties

February 14th 1913

oblige and bind ourselves in the penal sum of Five thousand Dollars, payable to the State of Tennessee
 To be void on condition the said J. Marshall this day inducted into the office of Chancery Court Clerk for James County, does account for all the property or funds which may at any time come into his hands as Special Commissioner or Receiver, by appointment of the Court or Judge thereof,

Witness our signatures, this the 15th day of March 1913.

J. Marshall, Principal

Sureties:

Ed. Robinson

Ch. Hughes

Hunter Furches

R. W. Parks

Acknowledged by Principal and Sureties, and examined and approved by the Court, this the 15th day of March 1913

Ed. Robinson Chairman

Examined and approved, this the 6th day of May 1913

V. C. Allen, Chancellor.

Daisy Humphries
 vs

S. G. Humphries et al.

No. 449. In Chancery at Coltwish Tenn.

This cause came on to be heard this the 14th day of February 1913 before Chancellor, V. C. Allen, upon the bill of Complaint. Daisy Humphries, and the answer of defendant S. G. Humphries and the oral testimony of witnesses examined in open court.

And it satisfactorily appeared to the Court, from the proof, that the facts charged in the bill are true, that the defendant committed adultery with one Hannah A. Neal, after his marriage to Complainant, and before the filing of this bill, as charged, and that the Complainant is a chaste woman and gave defendant no cause, or just excuse for his said misconduct and has not condoned the same.

It is therefore ordered, adjudged, and decreed by the Court, that the bonds of matrimony subsisting between the Complainant and the defendant be absolutely and forever dissolved, and that Complainant be vested with all the rights and privileges of an unmarried woman.

It is further ordered, adjudged and decreed

449

1 February 14th 1912
 by the Court that all the right, title and interest that defendant, S G Humphries, has in and to the real estate described in the bill, belonging to Complainant, where she now lives at Coltewah Tennessee, by reason of his marital relations to Complainant, or otherwise, be divested out of him and vested in Complainant Mrs Lucy Humphries, said land described as follows viz: - Bounded on the north by James M. Davis; on the East by main Street; on the South by Lundy Woods; and on the West by the Atlanta Division of the Southern Railway; also all the house hold effects that defendant may have in the house located on said lot of land is hereby divested out of him and vested in Complainant.

It is further ordered, adjudged and decreed by the Court that the Complainant will have and recover of the defendant, S G Humphries, the sum of Six Hundred Dollars (\$600.00) as alimony and the cost of the Court, for execution may issue.

It is further ordered, adjudged and decreed by the Court that the exclusive custody of Virgil Humphries Glenn Humphries and Margaret Humphries, the infant children of the parties, is committed to the Complainant. The defendant may visit his said children, for the present, once every week, at some place in the neighborhood, at present to be designated by the Clerk & master, but times and places subject to be changed by the Court, also as to all matters governing said infants.

The defendant, S G Humphries is perpetually enjoined from taking said children out of the jurisdiction of this Court and both Complainant and said defendant are enjoined and restrained from trying to prejudice said children against either the father or mother.

This cause will be retained in Court for the enforcement of this decree, and either party has leave to apply. The cause is dismissed as to all other defendants.

O.K.

W. E. Wilkerson. Sol. Deft. S. G. Humphries.

O.K.

John A. Hood Sol. for Complainant -

August the 15th 1913

5

460

Viola E. Limson }
vs } In Chancery Court at Colterval,
Chas B Limson }

Proconfesso, and final Decree.

In this cause it appearing that the defendant, Chas. B. Limson, has been regularly brought before the Court and made defendant to Complainant's bill by publication made according to law, compelling the defendant to appear and answer said bill, and it further appearing that said defendant has failed to appear and make defence or answer within the time required by law, it is therefore ordered that Complainant's bill be taken as confessed, and the cause set for hearing appropriate - and thereupon this cause coming on to be further and finally heard before the Hon. V. C. Allen, Chancellor holding the Chancery Court at Colterval on this the 15th day of August 1913, upon the original bill the order pro confesso heretofore taken and entered in this cause, the testimony of witnesses heard in open Court, from all of which it appears to the Court that the allegations contained in Complainant's bill are true, and that Complainant is justly entitled to the redress and relief sought in her said bill.

It is, therefore, ordered, adjudged, and decreed by the Court that the bonds of matrimony now subsisting between the Complainant Viola E. Limson, and the defendant, Charles B. Limson, be, and the same are hereby, absolutely, forever, and perpetually dissolved, and the Complainant is restored to all the rights, privileges and immunities of and unmarried women. The maiden name of Complainant which was Viola E. Smith is hereby restored to her.

The defendant will pay all the costs of the cause, for which execution may issue.

461

Jennie Baker et al. }
vs } No. 461
A. P. Gamble et al. }

In this cause it appeared to the Court that the defendants Luther Gamble, Roy Gamble and Will Gamble, have been regularly brought before the Court by service of subpoena to answer and that they are all minors under the age of 21 years and without regular guardian; and upon motion of Complainant that a guardian ad litem be appointed to represent them, the Court appointed Jan B. Hoyle as guardian ad litem to make defence for said minors he being

August the 15th 1913

J. S. MARSHALL
CLERK AND DEPUTY CLERK OF COURT
OF THE CHANCERY DIVISION
OF THE SUPREME COURT
OF THE STATE OF TENNESSEE

Caption of the Minutes of the Term.

State of Tennessee

Be it remembered that, at a regular term of the Chancery Court for James County, begun and held at Directors room in the Board of Saltwater - the Court House having been burned March 9th 1913 - in Saltwater on the first Friday after the second Monday of August 1913. Present and presiding Hon. V.C. Allen Chancellor of the Tenth Chancery Division, the following proceedings were had:

15th day of August 1913, upon the original bill the order pro confesso heretofore taken and entered in this cause, the testimony of witnesses heard in open Court, from all of which it appears to the Court that the allegations contained in Complainants bill are true, and that Complainant is justly entitled to the redress and relief sought in her said bill.

It is, therefore, ordered, adjudged, and decreed by the Court that the bonds of matrimony now subsisting between the Complainant Viola E. Limson, and the defendant, Charles B. Limson, be, and the same are hereby, absolutely, forever, and perpetually dissolved, and the Complainant is restored to all the rights, privileges and immunities of and unmarried woman. The maiden name of Complainant which was Viola E. Smith is hereby restored to her.

The defendant will pay all the costs of the cause, for which execution may issue.

Jennie Baker et al. }
vs } No. 461
A.P. Gamble et al. }

In this cause it appeared to the Court that the defendants Luther Gamble, Roy Gamble and Will Gamble, have been regularly brought before the Court by service, of subpoena to answer and that they are all minors under the age of 21 years and without regular guardian; and upon motion of Complainant that a guardian ad litem be appointed to represent them, the Court appointed John B. Hoyle as guardian ad litem to make defense for said minors he being

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Friday August 15th 1913
 a solicitor of this Court and the said
 John B. Hoyle, in Open Court accepted, said
 appointment and filed his answer as such
 guardian ad litem.

461
 Jennie Baker et al. }
 vs } No 461
 Alex Gamble et al. }

In this cause it appeared to
 the Court that the defendant Robert Gamble
 Mrs Jennie Gamble, Sam Gamble, and Ed.
 Gamble had all been duly brought into
 Court by service of process and they had
 failed to make any defense within time
 allowed by law, and upon motion of Complain-
 ant it is ordered by the Court that judgment
 pro confesso be had against them and the
 cause set for hearing ex parte as to them.

And it further appeared to the Court
 that the defendant, Alex Gamble has been ap-
 pointed by the County Court as administrator of
 the Estate of Ann Gamble, deceased but that
 the records had been destroyed and no action
 had been taken by said administrator to wind
 up said estate and it further appeared from the
 answer, filed by the said Alex Gamble that he
 is willing for said estate to be wound up in
 this Court by a reference to the master for said
 purposes and it further appearing to the Court
 that as this original bill is filed to partition
 said land, and that the estate is uninclosed
 as shown by the answer of said administrator
 it would be less expensive to said estate
 for the whole matter to be settled at the same time,
 it is therefore ordered by the Court that said
 administration be transferred to this Court
 in which the entire matter will be wound
 up and settled under the order of this Court.

461
 Jennie Baker et al. }
 vs } N 461
 Alex Gamble et al. }

In this cause it was made
 to appear to the Court that the administration of the
 estate of Ann Gamble deceased was involved and
 that it would be necessary for a portion of her
 realty to be sold to pay her debts and it further

Friday August 15th 1913

appearing that her husband had died several years prior to her death and left some real estate innumbrera and the bill praying that the heirs of the two deceased parties, Pres Gamble and Ann Gamble have the estate wound up in this Court by partition of the realty or by sale for a partition, and the facts not sufficiently appearing to the Court, it is ordered by the Court that publication be made for all creditors of said estate to come forward and have themselves made parties and file and prove their claim and it is further ordered by the Court that a reference to the Master be had:

- 1- As to what personal estate of Ann Gamble - Came or should come into the hands of Administrator.
- 2- What bona fide debts and charges against said Estate have been paid by the Administrator.
- 3- Whether it will be necessary to sell the realty or any part thereof to pay the debts of Pres or Ann Gamble deceased.
- 4- As to who are the owners of the realty left by either Pres or Ann Gamble and the interests owned by each.
- 5- As to the manifest advantage of the parties: Whether the land should be sold or partitioned.
- 6- Whether or not the debts of the estate of either Pres or Ann Gamble can in any way be settled and the realty partitioned or will it be to the advantage of the heirs for the same to be sold.

The master will hear proof and report instantly upon all questions upon which an interim report can be filed and on all other matters he will report to the next term of this Court. As to the instant matter no other or further notice than the entry of this order of record shall be required.

Savannah Smith et al }
vs } No. 452

Emmie Creekmore et al } In this cause it appears that the original papers were burned in the Court house fire. It is agreed in open Court by Solicitors for the complainants and the defendants that the Certified of the original bill made by the Clerk and Master

452

Friday August 15th 1913

shall answer for said original bill and a copy of the answer, which is this day filed shall serve as the original answer. The original summons and other papers, except the cost bond and the injunction bond, which the complainants are required to execute within thirty days, are hereby waived. It is ordered that this case be prepared for trial at the next term of Court or the same will be dismissed.

Rachel Swisher

vs.

W. W. Swisher et al

No. 455

In this cause it appearing to the Court that since last term the Court house and all the records of this Court were destroyed by fire; and it being further in open Court admitted by the solicitors for the respective parties in this suit that the files and records in this cause were destroyed at the time said Court house was burned, it is therefore ordered by the Court that the pleadings and records in said cause be supplied on or before the first day of the next regular term of this Court.

It being by the solicitors of the respective parties in this cause in open Court that there are two horses attached by plaintiff under her bill in this cause, which said animals are expensive to maintain, by consent of all parties the Court hereby appoints J. S. Marshall, the Clerk and Master of this Court, Receiver to take charge of said two horses and dispose of them at public or private sale as to him seems best for the interest of all the parties in this cause and he will report his action hereunder at the next term of this Court.

He may see for cash or on time as he deems best for all parties concerned in this cause. In event of public sale he will put up three written notices of sale stating time terms and place of sale, one which shall be placed at the Court house yard in front of where the Court house door and bulletin was before the Court house was burnt. The other two will be placed in public places. Said advertisement shall be for ten days before the sale and the sale to be made at the Court house yard in Salt Lake Term. The Receiver will act under his present Receiver's Bond. All other matters in said cause are reserved to the Court.

Friday August 15th 1913

461

Jennie Baker et al }
vs } Decree.
Alex Gamble et al }

This cause came on to be heard before the Hon. V. C. Allen Chancellor, on the 15th day of August, 1913, upon the instant report of the Master which report is unexpected to, it is therefore ordered by the Court that said report be confirmed and that the title and interest of the parties are settled according to said report, which is as follows to wit:

Jennie Baker et al.

vs

Alex. Gamble, et al.

No 461 - Report of Master,

In obedience to a decree that the Master here proof and report instantly as to all matters on which an instant report could be had in this cause, the master reports that he can only report instantly on the following matters, 1- As to who are the owners of the realty in question, 2- As to whether or not it will be necessary to sell the realty to pay the debts of the estate of either Press or Ann Gamble deceased, 3- And whether or not it will be to the manifest advantage of the parties for the property to be partitioned in kind or whether it should be sold for partition.

As to the first item it is found by the proof that A. P. Gamble, Robert Gamble, Samuel Gamble and Ed Gamble, sons of the said Press and Ann Gamble - are each the owners of a one-sixth undivided share of said estates, that James Gamble a son is deceased, having left as his widow Nita Gamble, and three minor children, Roy, Luther, and Will. The said three minors being the owners in fee of their father's one sixth undivided share in said estate, or each of them owner of one eighteenth. Their mother Nita Gamble being entitled to dower in one half of said estate or the part belonging to Press Gamble, deceased, her husband having died after the death of his father, while while he died before his mother and his widow would, therefore, not be entitled to dower in his mother's estate. The complainant, John Gamble and Cleo Gamble, are the owners of their deceased father, Luther Gamble's, share in fee, each of them owning one twelfth of the fee, while their mother, Jennie Baker is entitled to dower in the estate of Press

Friday, August, 15th, 1913.

Gamble for the above assigned reasons the same as in the case of James Gamble's widow. (See deposition of A.P. Gamble, answer to questions 3 to 12 -

As to the second item whether or not it will be necessary to see the realty, it will be necessary to raise funds enough to pay the debts of the estate of Ann Gamble and also the costs and attorney fees in this case. (See deposition of A.P. Gamble answer to question No 9)

As to the third item, with regard to the partition or sale for partition it appears that the adults here are willing to pay said debts and the costs and that when this is done the estate is capable of being partitioned in kind, and that they are willing that their shares may be charged with a sufficient sum to pay the indebtedness and that the minors shares may be given to them unincumbered after reducing it to pay their proportionate of said indebtedness, except by their mother's dower and it further appears that it would be manifestly to the advantage of all the parties for this to be done. (See deposition of A.P. Gamble, Ed Gamble, Frank Spriggs, Jno. Morgan)

Respectfully Submitted,

J.S. Marshall Clerk Master

It is further decreed and ordered by the Court that the master advertise for all the creditors of the estate of Ann Gamble, to file their claims on or before the 15th day of December, 1913, or that the same will be forever barred -

It is further decreed and ordered by the Court that on said date, Dec. 15th 1913, the master will hear proof without any further notice and report on all matters referred to him heretofore, and in said report he will include reasonable attorney fees and costs of the cause and which have not already been reported on, and that he will then appoint Commissioners to partition said land, and that to file their report with him and then the master will report on all matters involved in this case to the next regular term of this Court

Friday August 15th 1912

No. 432

G.P. Wells }
vs } In Chancery Court at Coltwah Tenn
Cal Robinson et al }
It appearing in this cause that the papers & Records were destroyed by fire in the Court house in Coltwah on March 9th 1912 including two reports of J.C. Heaton Receiver. On motion it is therefore ordered and directed by the Court that said papers so lost and destroyed be supplied to the end said Receiver will make and file his final report showing all receipts and disbursements under and by said receivership as follows:
G.P. Wells

No. 432

vs } Supply report filed Aug. 15, 1912
Cal Robinson et al } Original report destroyed by fire in Court house at Coltwah March 9th 1912 as follows
To wit: In Chancery Court at Coltwah Tenn. To the Hon V.C. Allen Chancellor presiding I hereby submit the following report as Receiver in the above stated cause showing the amount of all sums received since the date of my appointment as such receiver and how the same has been disbursed to wit:
1912 March 4th Rec^t of Cal Robinson on settlement for sawed lumber sold since Dec 8th 1911 \$72.07
Disbursed same by paying 3/4 to Lillie H. Wells Adm^x \$54.00
and to Mrs W.F. Wells Trustee \$18.00
\$72.07

April 2nd 1912 Rec^t of Cal Robinson on settlement of sawed lumber sold since last settlement \$98.26
Disbursed same Paid 3/4 to Lillie H. Wells Adm^x \$73.22
Paid 1/4 to Mrs W.F. Wells Trustee \$24.00 \$98.26

July 6, 1912 Rec^t of Cal Robinson on settlement of sawed lumber sold since last settlement \$27.84
Disbursed Same - Paid to Lillie H. Wells Adm^x 3/4 = \$20.98
Paid to Mrs W.F. Wells Trustee 6.96 \$27.84

State of Tennessee
James County I personally appeared before me F.G. Tallant D.C.M. of the Chancery Court at Coltwah, J.C. Heaton Receiver in the foregoing styled cause and makes oath that the within report is correct of all sums received and the disbursement of the same from date of his appointment as such Receiver July 16th 1912 to this date sworn to and subscribed before me this Aug. 15th 1912 F.G. Tallant C.M. J.C. Heaton Receiver

Friday August 15th 1913

No. 432

G. P. Wells.

Cal Robinson et al } Supply Report filed Feby 16th 1913
 } Original report destroyed by fire in
 Court house at Cottswal March 9, 1913

As follows, to wit: In Chancery Court at Cottswal, Tenn.
 To the Hon V. C. Allen Judge &c. Presiding; I hereby
 submit the following report as Receiver in this Cause
 showing the amount of all sums received since
 the date of last settlement, Aug. 15th 1912 to this
 date and how the same has been disbursed -
 to wit: Sept. 2, 1912 Rec^d of Cal Robinson on settlement
 of sawed lumber sold since July 1st 1912 \$ 100.⁸⁸

Disbursed same

By paying to Lillie H. Wells Adm^x, $\frac{3}{4}$ = \$ 75.66Paid Mrs. W. F. Wells Trustee of W. S. Wells $\frac{1}{4}$ = 25.22 \$ 100.⁸⁸Nov. 1st 1912 Rec^d of Cal Robinson on
 settlement of sawed lumber sold since Sept 2, 1912 \$ 130.³⁰

Disbursed same

Paid Lillie H. Wells Adm^x, $\frac{3}{4}$ = \$ 97.⁷²Pd. to Mrs W. F. Wells Trustee for W. S. Wells $\frac{1}{4}$ = 32.⁵⁸ \$ 130.³⁰Jan 1st 1913 Rec^d of Cal Robinson on settlement
 of sawed lumber sold since Nov. 1st 1912 \$ 229.⁶⁵

Disbursed same

Paid to Lillie H. Wells Adm^x - \$ 172.74Paid to Mrs. W. F. Wells Trustee \$ 57.41 \$ 229.⁶⁵Feby 1st 1913 Rec^d of Cal Robinson on settlement
 of sawed lumber sold since last sett. \$ 189.70

Disbursed same

Feby 1st 1913 Pd Lillie H. Wells Adm^x, of 4 P. Wells \$ 142.28

" " " Pd Mrs. W. F. Wells Trustee of W. S. Wells of 47.42 \$ 189.70

State of Tennessee Personally appeared before
 James County J. S. Marshall C. J. of the
 Chancery Court at Cottswal, J. C. Heaton Receiver
 in the foregoing styled Cause and made oath
 that the within report is correct, of all sums received
 and the disbursements of same for date of last settlement
 to this date.

J. C. Heaton Receiver.

Sworn to and subscribed
 before me this Feby 15th 1913

J. S. Marshall C. J. M.

Friday August 15th 1913

No. 432

G. P. Wells }
vs } In Chancery Court at
Cal Robinson } Cottowah, Tennessee
To the Hon. V. C. Allen Chancellor,
holding the Court at Cottowah Tenn.

I hereby submit the following report as Receiver in the above styled Cause showing the amount of all sums received since the date of my last report - Feby 15, 1913 - to wit:

June 11th 1913 Recd. of Cal Robinson on his final report and statement of the amount of lumber sold since Feby 1st 1913 \$72.71

Disbursed same
To Lillie H. Wells Admop. of G. P. Wells \$54.53
To Mrs W. F. Wells Trustee for W. F. Wells 18.18 \$72.71

Recapitulation

1912	March 4 th	Recd. of Cal Robinson	\$72.07
"	April 2 nd	" " " "	98.26
"	July 6 th	" " " "	27.84
"	Sept 2 nd	" " " "	100.88
"	Nov 1 st	" " " "	130.30
1913	Jan 1 st	" " " "	229.65
"	Feby 1 st	" " " "	189.70
"	June 11 th	" " " " final Settlement	72.71
Recd. total			\$921.41

Disbursement Credit

March 4 th 1912	Pd. Lillie H. Wells Admop.	\$54.05
" 4 th	Pd. Mrs W. F. Wells Trustee	18.02
April 2 nd	Pd. Lillie H. Wells Admop	\$72.07
" 2 nd	Pd. Mrs W. F. Wells Trustee	\$73.72
July 6 th	Pd. Lillie H. Wells Admop	\$24.54
" 6 th	Pd. Mrs W. F. Wells Trustee	\$20.88
" 6 th	Pd. Lillie H. Wells Admop	\$6.96
Sept 2 nd	Pd. Mrs W. F. Wells Trustee	\$75.66
" 2 nd	Pd. Lillie H. Wells Admop.	\$25.22
" 2 nd	Pd. Mrs W. F. Wells Trustee	\$97.72
Nov 1 st	Pd. Lillie H. Wells Admop.	\$32.58
" 1 st	Pd. Mrs W. F. Wells Trustee	\$172.24
Jan 1 st 1913	Pd. Lillie H. Wells Admop.	\$57.41
" 1 st	Pd. Mrs W. F. Wells Trustee	\$142.28
Feb 1 st	Pd. Lillie H. Wells Admop	\$47.42
" 1 st	Pd. Mrs W. F. Wells Trustee	\$54.53
June 11 th	Pd. Lillie H. Wells Admop.	\$18.18
" 11 th	Pd. Mrs W. F. Wells Trustee	\$72.71
		\$921.41

and having collected all sums from the timber and lumber Contract with Cal Robinson under the

Friday August 15th 1913

former order of this Hon. Court, and paid out to the parties entitled. All Stumps received, as shown in this settlement with the receipts filed herewith. Respectfully ask to be released and discharged from further liabilities as such Receiver with his reasonable Costs.

State of Tennessee Personally appeared before me James County J. S. Marshall C & M of the Chancery Court at Cottwold, J. C. Neaton and being duly sworn according to law depose and say the within report of his collections on settlement in this case and the disbursements made as shown in this settlement are just and correct as herein set forth and that the reports of Supply to the Records destroyed by fire March 9th 1913, are correct as stated as he copied them from his own Books of settlements

J. C. Neaton

Sworn to and subscribed before me this August 15th 1913

J. S. Marshall C & M

There being no exceptions to the above report, it is in all things confirmed by the Court and J. C. Neaton released and discharged from further liabilities and trusts on his bond as such receiver, and the Cause stricken from the docket on the payment of Costs -

Emma Ethell Watkins et al
VS No 454

S. J. Carter

Be it remembered that this Cause was heard before the Hon. V. C. Allen, Chancellor on the Supplied Papers and Stipulation of Counsel, filed March 15th 1913, and the entire file of papers, including the memorandum opinion of Chancellor McCowell, in Cause # 379 in this Court, from all of which it appears to the Court that the Complainants are entitled to the relief sought.

The Court holds and adjudge that the proceedings in Cause # 379 in which the defendant purchased the property of Complainants, at Clerk's master's sale, described as follows; a tract of land situated in the first Civil district of James County, Tennessee, bounded and described as follows, on the north and west by the lands of J. T. Yarnell, on the east by the lands of Burgess

Friday August 15th 1913

15

and Alexander, and on the south by the lands of J. T. Yarnell and M. A. Love, containing one hundred and forty-five acres more or less, being the same tract of land which formerly belonged to Mrs. John W. Watkins and which she devised for life to John W. Watkins with remainder to Complainants, was null and void and that the Clerk & Master's Sale, and the decree assuming to vest the defendants with title to said land constitutes a cloud on Complainants' title. It is therefore considered and adjudged by the Court that the said Clerk & Master's Sale, and the decree confirming the same be set aside and removed as a cloud on Complainants' title and that defendant and any persons claiming under him be perpetually enjoined from claiming title to said land or interfering with Complainants in their title to or possession of the same, and it is further adjudged that Complainants are entitled to a Certified Copy of this decree for registration as a muniment of title upon paying the legal fees therefor.

It is further decreed that Complainants recover of defendant all the cost of this cause for which execution may issue.

The Chancellor filed a written memorandum of his decree and findings which the Clerk & Master will file, and the same is hereby made a part of the record in this cause.

On the trial of this cause, Complainants read in evidence the entire file of papers, including Chancellor McConnells' opinions, in the case No. 379 of J. W. Watkins & Emma Estel Watkins et al., to which the defendant excepted on the ground that the record showed that the Court House had been burned, that there was no evidence that the papers offered were the original papers in said case No. 379, and that the papers offered did not contain in any event the entire file of papers in said case. This exception was overruled by the Court, to which ruling the defendant excepted. In case of appeal from this decree or writ of error, said papers will be copied in the transcript as a part of the record, and the defendant shall be entitled to receive and shall have full benefit of said exceptions, as though made part of the record by a formal bill of exceptions. From this decree defendant may appeal to the next term of the Court of Civil Appeals, which to him is granted on his giving bond and security as required by law, and he has ten (10) days from the entering of this decree on the minutes in which to give bond.

On application of Shepherd, Fleming, & Shepherd Solicitors for Complainants a lease is hereby declared in their favor on the land herein described for a reasonable

August Term 1913
to them as solicitors of complainants in this
cause.

O.K.
W. E. Nickerson
Sol. for Defs.

Motion to Supply Papers in Said Cause
The State of Tennessee for its self
and for the use of James County - Plaintiff, Nos. 443-445-
446-447 & 448
vs
Lafayette Stulee Hirs, et al Defs. In the Chancery
Court for James County

Term, August term 1913.

In this cause comes the plaintiff
by counsel and moves the Court for leave to supply the
papers in said cause and it appearing to the Court from the
record in the cause and from the affidavits of the attorney
for the plaintiff, R. Porter Ramsey, and the Clerk & master,
John S. Marshall that the original papers in said cause
were destroyed by fire in the burning of the Court house
in said County of James on or about the 9th day
of March 1913 and that substantial copies of said
papers are herewith filed and marked 1-2-3-4-5-6-
7-8-9-10-11-12 & the same are ordered filed by the Court
and is accordingly done and are to be treated as the
original papers in said cause.

J. Parks Verley
R. P. Ramsey atty.

Affidavits in Support of the above motion,
State of Tennessee for its self and for the use of James County
Plain. vs Lafayette Stulee Hirs, et al. Defs. - No. 443
444-445-446-447 & 448. In the Chancery Court for
James County, Aug. term 1913, at Ooltwah.

In this cause I R. P. Ramsey do depose as follows:
I am the attorney for the Plaintiff in said cause. The
original papers in said cause have been unintentionally
lost or mislaid. The same having been destroyed
by fire which consumed the Court House building
and contents, of James County, at Ooltwah Term,
on or about March 9th 1913. I have made dil-
igent search for said original papers in
my office and have inquired of the Clerk & Master
of the Chancery Court of said County of James &
said original papers cannot be found. I drew
or assisted in drawing said original papers
and read the same and the papers herewith
annexed, marked 1-2-3-4-5-6-7-8-9-10-11 & 12 are

Friday August 15th 1913.

Substantial Copies of said Original Papers and of all the indorsements thereon.

R.P. Ramsey Atty for Plaintiff

Sworn to and subscribed before me

This day of - 1913
Wm Lawrence
Notary Public

I John Marshall Clerk & Master of the Chancery Court of James County Tennessee, make oath that I have made diligent search and general inquiry for the original papers filed in the above causes and cannot find the same nor do I know where said original papers are but presume and am confident that said papers were destroyed by fire which consumed the Court house building and contents of James County at Ottawa Tenn. on or about March 9th 1913 The papers offered for file and marked 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12 are substantial copies of the original papers filed in said causes

J. S. Marshall C & M

Sworn to and subscribed before me

this 15th day of August 1913

J. C. Neaton Justice of the Peace James County Tenn

State of Tennessee for itself & for } No 443, 444, 445, 446, 447 & 448
the use of James County }
75 } In Chancery Court for James County at
Lafayette Stace Wirt et al. } Ottawa Tennessee - Aug, term 1913

In this cause, it appearing from the affidavits of the Clerk & Master John S. Marshall and of R.P. Ramsey Counsel for Plaintiff that the file of papers in these cases were destroyed by fire on or about March 9th 1913 in the burning of the Court house in Ottawa James County Tennessee so that the same cannot be found or had, and the Court being satisfied from said affidavits that said files of papers once existed and that same was lost as stated in said affidavits, it so ordered and adjudged The Court therefore orders that said file of papers be supplied by the best evidence the nature of the case will admit of, Thereupon the plaintiff by Counsel presented to the Court alleged copies of the bills and other papers and subpoenas to answers and returns thereon, along with the affidavits of the Clerk & Master and Counsel for plaintiff, from all of which the Court being satisfied that said copies are substantial copies it is ordered and decreed by the Court that each and all of said copies be

Friday August 15th 1913
 be filed in the cause, and be substituted for
 the originals, and have all the force and effect
 thereof, and be and constitute the file in this
 cause.

State of Tennessee for its self
 And for the use of James County
 vs

2 No. 443-444-445-446-447
 & 448-

The unknown heirs of Lafayette Stiles et al In the Chancery Court for
 James County Tenn at Eastern
 February 1913

State of Tenn. for its self & for the use of James County Tennessee
 vs The unknown heirs of Lafayette Stiles et al,
 In this cause, it duly appearing to the Court that
 the defendants the unknown heirs of James Wolf &
 C. H. Young, Row Meredith & H. Hughes, George Martin,
 Fannie Redding, Dona Love, J. M. Parker, W. F. Turner heirs
 (Glen Whitehead, Florine Whitehead Craddy & Miller, Ellen Smith
 heirs of Thos Smith) Norman Pettis & Co & J. N. Parker,
 J. A. Kibler, Mrs R. R. Combs, Bud Denton, M. J. Cairns, Ed
 Hunkabee, Giles Roberts, Josiah Vancell's heirs W. F.
 Heaton and Willie Smith, Manerva Denton, have been
 regularly served with subpoenas to answer the
 Complainant's bill, and that the following defendants
 The unknown heirs of Lafayette Stiles Lillian Lutter
 S. W. Lutter Sarah Lawry, R. C. Bell, E. J. Gorman, Wiley
 Douglas, The unknown heirs of Lewis Brown, J. F. Edinger
 J. W. Loggins A. D. Loggins, Summit City Improvement Company
 two tracts - W. W. Wellcut two tracts, & the unknown heirs
 of Nancy Wolf & the unknown heirs of Albert Smith
 & the unknown owners of a 40 acre tract & the unknown
 heirs of Elizabeth Smith & Mrs A. S. Steel & unknown heirs
 of Mr Sloops, W. C. Webber & unknown heirs of A. M. Ford
 & Maggie Moss & Mrs John Baker, J. W. Clayton, Book
 Scroggins, W. H. Davis & unknown heirs of Anderson Kelly
 & W. M. McKissic, Mr Charles, Ed Gill, G. W. Kill, & unknown
 heirs of Mr Crowder & W. M. Nelson & unknown owners of
 a 160 acre tract and of a 75 acre tract & unknown
 heirs of H. H. McKath & Jonee Cate, John Davis, Robt. Edwards,
 Mary Evans, Jas M. Mullins & unknown heirs of J. T. Richie
 & unknown heirs of Mr Cravens two tracts & Elijah Kibler
 Emma Brewwell, W. C. Davis, C. H. Jarrigin & unknown
 heirs of Book Ballew & W. S. Lanier, John Maher, Mary
 Huffman, J. M. McDaniel, Ben Snow, J. N. Jolley, J. N.
 Anderson, W. S. Norman, Josiah Lamb, A. J. Nelson,
 James Beard, T. M. Cornelson, J. O. Brett W. W. Partin
 Julian Brooks, Thomas Smith's heirs (Bud Smith) & unknown

Friday August 15th 1913

Heirs of W. A. Beck & M. A. Chapman, Jennie Robertson,
 & unknown heirs of A. E. Everhart & W. C. Lewis, Mrs. Mary Beuth,
 Sam Griffin, Emilie Kinion, James Milligan, W. M. Smith, James
 Arnold, Mrs. Emma Pee, Mary Sherman, John Holder, Chas.
 B. Bell, James Lane & unknown owners of a 60 acre tract,
 & Lizzie Johnson, J. L. Loggins & unknown heirs of William Davis
 & Jack R. Moore & unknown heirs of W. H. Stone, & William Ar-
 nold, Alice Bradford, Willis Butts, and Mrs. Butts have
 been regularly brought before the Court and made par-
 ties to Complainants bills by publication duly made, and
 that all of said defendants have failed to appear and
 make defense to said bills, within the time required by
 law but are in default; It is therefore ordered by the Court
 that as to all of said defendants, Complainants bills be taken
 for confessed; and the cause in the above styled bills
 Nos. 443, 444, 445, 446, 447 & 448 be set for hearing experts
 as to all of said defendants.

State of Tennessee for itself, and } Nos. 443, 444-445, 446-447 & 448
 for the use of James County } In the Chancery Court for James
 75 } County, at Colton, Tennessee,
 Lofayett Steele et al. } Feb, term, 1913

The bills in this cause praying
 for a sale of the property set out in or by Ex. Sh. to
 said bills, and made a part thereof, to perfect
 the Title of the same to the Complainant, The
 State of Tennessee, but the facts not sufficiently
 appearing to the Court, it is, therefore ordered
 by the Court, that a reference be had to the
 Master to ascertain and report, to the next
 term of the Court, the amount of taxes, pen-
 alties, fees, costs, and interest, and all other legal
 charges due on said property, and show the
 respective interest of the State of Tennessee, and
 of the County of James in said taxes, etc -

Nos. 443-444-445-446-447-448

State of Tennessee for itself &
 for the use of James County Plaintiff,
 75

The unknown heirs of Lofayett Steele et al -
 Mrs. Mary Steel, of Hamilton County, et al. Fannie
 Reading of James County et al, Mary Huffman
 of James County et al, The unknown heirs of W. A. Bush et al,
 and Ed. Huskabee of James County et al.

In the Chancery Court of James County Tenn.

In the above styled causes, it appearing to the
 Court, that said cases are filed to sell certain

Friday August 15th 1913

Real Estate Property, described in said bills, to collect the back taxes, interest, penalties &c due the State of Tennessee, and the County of James against said Real Property, and to perfect the title to said Real Property, And it further appearing to the Court that some of the defendants in said Causes are desirous to avoid the sale of said Real Property, against which said taxes, interest, penalties &c are delinquent, due and unpaid, by paying said taxes, interest, penalties &c including their pro rata part of the cost of the Chancery Court in which said Causes are filed, and their pro rata part of any and all other legal costs in said Causes, and also each defendant so paying, shall pay the fee or fees of the Attorney for the Plaintiff as provided by the Statutes of Tennessee in said Causes.

It is therefore ordered by the Court, that said Attorney for the plaintiffs in said Causes, receive of any and all defendants in said Causes desiring to pay, the taxes, interest, penalties &c, due by said defendant to the State of Tenn, and the County of James as appears of record, and from the report of the Clerk & master made to the Court in said Causes, and all costs and Attorney fees as aforesaid, and give to each defendant so paying a proper receipt for all of same, and upon this order being complied with in full, the said Causes, as to the defendants complying with the terms of said order, will stand dismissed by the proper order of the Court being filed and put of record This order was made at the February Term, 1913, of said Chancery Court, and should have been entered then, but the same is entered now for then.

Order of Dismissal

State of Tennessee for itself and Nos. 443-444-445-446-447
for the use of James County, Plff. } +448-

Lafayette State realty } In Chancery Court for James
County at Oxford, Tenn.
Aug. term 1913

In the above styled Causes it appearing to the Court that the defendants J. M. Parker, Fannie Redding & John Maher have paid into Court the taxes due the State of Tennessee, and the County of James, including the penalty costs and Attorney fees against the property of each of said defendants, as appears of record in said Causes in said Court.

It is therefore ordered by the Court, that said

Friday August 15th 1913
 Causes be dismissed as to said defendants,
 And it further appearing to the Court, that Josiah
 Yarnell heirs and-- produced receipts showing
 the payment of all back Taxes due the state of Tennessee
 and the County of James, for the years involved in
 said Causes, It is therefore ordered by the Court
 that said Causes be dismissed as to said defendant
 and the County of James pay the Costs incident to the
 filing of said Causes and adjudged or to be adjudged
 against said defendants -

James County }
 vs } No. 428.
 Southern Railway Co. }

Final Decree.

In this case, it appearing to the Court that the parties
 hereto have entered into a compromise and settlement
 of the matters and things in dispute in this case
 upon the following agreement, namely:

II.

The Southern Railway Company to complete the
 grade crossing at Main Street with approaches
 5 per cent grade, finished with best gravel, at its
 own expense, also take out drain on Ooltewah
 side and put in 24 in. pipe.

III.

The Southern Railway Company to pay the costs of this
 cause and an attorney's fee of two hundred fifty
 dollars (\$250.00) to the solicitors for James County.

III.

When ever the Southern Railway Company double tracks
 its road between Ooltewah Junction and Chhatta and
 reduces the grades thereon to conform to the present
 grades of the present track between Ooltewah and
 Chattanooga, and desires to raise the grade at said
 crossing, the Southern Railway Company is to make at
 its own expense an underpass at the Main Street
 crossing not less in width than the underpass at
 Finley Street, Ooltewah under the Knoxville Division,
 but in the event such underpass is made at the
 Main Street crossing no crossing or underpass shall
 be made by said Southern Railway Company be-
 tween said Main Street Crossing and Ooltewah Junction.

IV

James County is to change the Ringgold road
 at Thatchers so as to build a new road between the
 points "A" and "B", marked on the accompanying sketch-map

Friday August 15th 1913
and to entirely eliminate the crossing near the point "A."

V

The Southern Railway Company to allow the use of the unused portion of its right-of-way between the points "C" and "D" for a temporary County road. James County agreeing to surrender possession of the right-of-way so temporarily used for County road at any time that the same may be needed by the Railway Company for side tracks, switches, double tracks or other railroad purposes.

VI

The Southern Railway Company to pay toward the building of the new road from "A" to "D" the sum of Fourteen Hundred (\$1400.00) dollars when the road is completed for travel and the old crossing closed. All the balance of the cost of said new roads to be paid by James County.

VII

The Southern Railway Company is not to raise the grade at the Main Street Crossing except as the same may be rendered necessary in tamping up and renewing ballast so as to keep the bed at this place in proper condition for the safe and convenient operation of the trains of the Railway Company.

VIII

The Injunction in this Cause is to be dissolved.

IX

A decree in accordance with the foregoing provisions to be entered in the Cause as a final decree.

It is therefore ordered, adjudged and decreed by the Court that said compromise be and the same is ratified and confirmed and made the decree of this Court in this case. The Injunction is dissolved.

In completing the crossing at Main Street as provided with a five per cent grade, the Southern Railway Company proposes to make said crossing at a level with the tracks for twenty feet from the outside rail and as broad as the same can be made by the right of way furnished by the County for its County road bed and a width of thirty feet or as near thereto as the same can be made without building retaining walls. It being understood in the settlement that no retaining walls should be required to be rebuilt by the Railway Company in completing the crossing as provided in clause one of the compromise.

The Southern Railway Company will pay the Costs of this Cause and an attorney's fee of \$350.00 to the solicitor for James County as their fee in this Cause in compliance with clause two of this compromise.

Friday August 15th 1913
 Agreement, For which execution may issue.

It is further agreed and decreed that when ever the Southern Railway Company shall double track its road between Oatwath Junction and Coonutta Junction and reduce the grades thereon to conform to the present grades of the present tracks between Oatwath and Chattanooga and desire to raise the grade at said Main Street Crossing, be the said Southern Railway Company is to make at its own expense an underpass at the main Street Crossing not less in width than that at Finley Street, Oatwath on the Knoxville Division, but in the event such underpass is made at main Street Crossing, no Crossing or underpass shall be required to be made by said Southern Railway Company between said Main Street Crossing and Oatwath Junction.

James County and the authorities having in charge the County roads of said County are required to change the Ringgold Road in the vicinity of Hatcher so as to build a new road as shown on the blue print map accompanying this decree and made part thereof from the point "A" by the points "B" and "C" to the point "D" as shown on said blue print and to entirely eliminate the railroad Crossing on the present County road between the point "A" on said sketch map and the ford where the present County road crosses Oatwath Creek. The said James County and the County authorities having the County roads in charge shall not re-open at any future time the Crossing which is agreed and decreed to be eliminated, it appearing to the Court from the admissions that the road Crossing which is agreed to be eliminated is so dangerous as to be a constant menace to the life and safety of the public using the County road.

In the construction of a new road, the County authorities of James County are authorized to use for temporary road way that portion of the right-of-way of the Southern Railway Company between the points "C" and "D" as shown on the blue print, said County road between the points "C" and "D" to be located on the outer edge of the right-of-way of said Railway Company, and in the event that said road way so occupied as a temporary road way by James County may be needed by the Railway Company for tracks, switches, double tracks, or other railroad purposes, then the County of James and the road authorities are to surrender possession of said temporary roadway between the points "C" and "D".

It is further decreed that the Southern Railway Company in accordance with Clause 6 of said Compromise pay towards building of the new road from "A" to "D" the sum of fourteen thousand dollars (\$1400.00) when said new road is completed for travel and the present Crossing between the points

James v. Southern Railway Co. 3

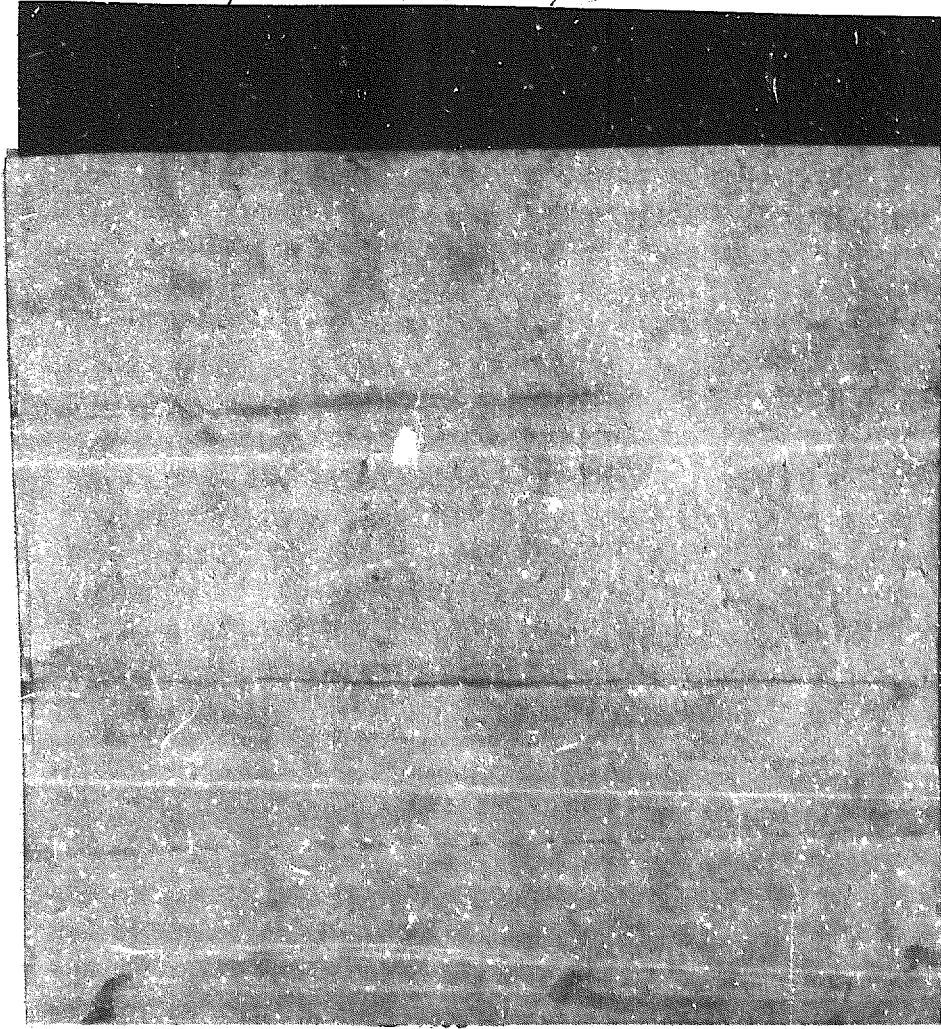
"A" and the creek is permanently closed, all the balance of the cost of said new road from "A" to "D" is to be paid by James County. It is further decreed that said Southern Railway Company shall not raise the grade at main street crossings, except as the same may be rendered necessary in putting up and renewing the bulkhead so as to keep the road up at this place in proper condition for the safe and convenient operation of the trains of the railway company.

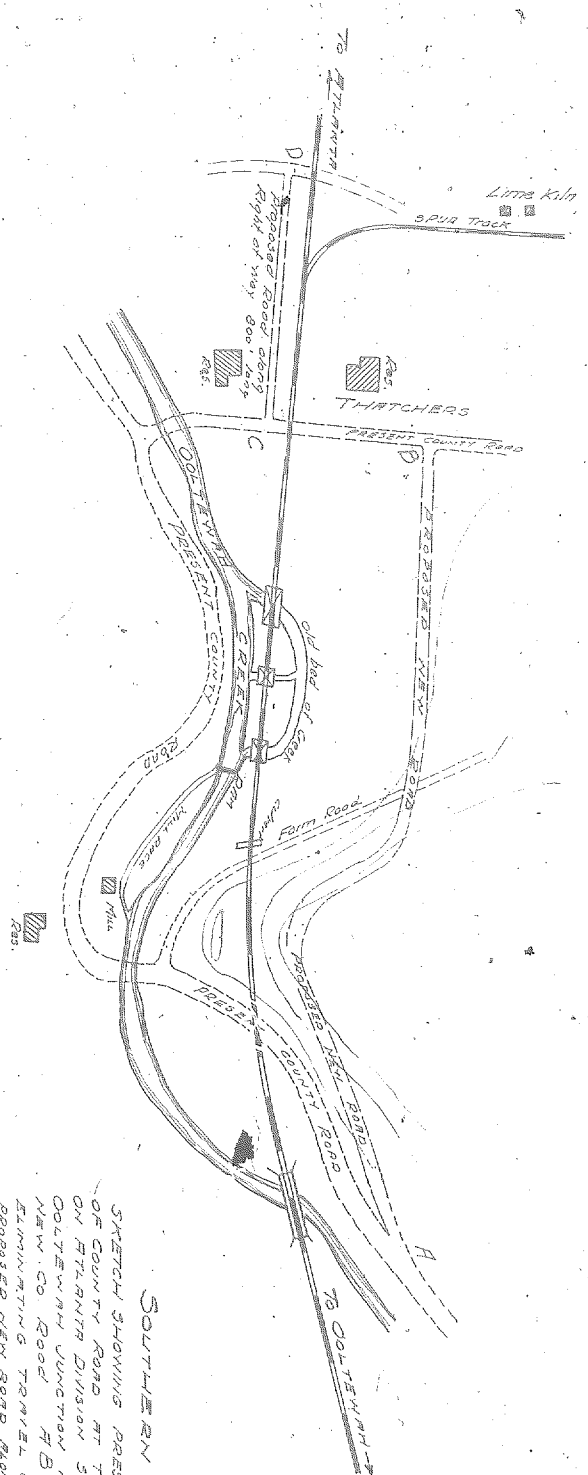
This cause will be placed on the retired docket and retained in Court until all the terms and conditions of said compromise agreement and this decree entered in compliance therewith shall be carried out by each of the parties thereto.

All the payments to be made by the Southern Railway Company under the terms of the compromise or this decree shall be paid into the office of the Clerk & Master of this Court.

C. N.

W. E. Peterson, Atty. for James Co.
Cooke Swaney & Hope, Atty. for So. Ry. Co.





SOUTHERN RY

SKETCH SHOWING PRESENT LOCATION OF COUNTY ROAD AT THATCHERS ON ATLANTA DIVISION SOUTH OF COLTENEW JUNCTION AND PROPOSED NEW CO. ROAD. A B PARTIALLY ELIMINATING TRAVEL ON OLD ROAD ALSO PROPOSED NEW ROAD ALONG RIGHT OF WAY FROM C TO D. NO SCALE.

OFFICE DRAWING ENGR. AUG. 16, 1913
 KRASWILLER TOWN. DRAWN & 1827

Friday August 15th 1913

W. M. Hood et al. }
 vs }
 J. M. Hood et al. } Supplied Decree Aug. term 1913.

This cause came on to be heard before the Hon. T. C. Allen Chancellor, on the 14th day of Feby. 1913. upon the original bill, answer of the defendants, judgment pro Confesso, the proof in the Cause and especially on the report of the master, which report is as follows: -

W. M. Hood et al. } In Chancery Court.
 vs }
 J. M. Hood et al. } In this cause the undersigned respectfully reports that he, pursuant to an interlocutory decree pronounced herein at the August Term, 1912 after advertising and giving the notice required by said decree, proceeded on the 19th day of October 1912 in front of the Court house door in Ooltewah, to sell, at public Auction, to the highest bidder, and in bar of the equity of redemption, the property mentioned and described in the pleadings and in said decree, when Frank Hood being the highest, best, and last bidder, became the purchaser of 120 acres of land in the second (formally 5th) district of James County Tennessee and bounded as follows, On the North by the lands of Anderson Smith, On the East by the lands of Walt Goodner, On the South by the lands of Curt Lee, On the West by the lands of Curt Lee, at the price of \$350.⁰⁰ Who complied with the terms of the sale by paying in hand \$70.⁰⁰ (20% of the purchase price) and for the remainder of the purchase money executed Two notes, each for \$140.⁰⁰ due respectively Six and Twelve months after date, and bearing interest from date, with W. M. Hood and W. F. Riddle security thereon, and a lien retained on the premises as further security. All of which is respectfully submitted this 19th day of October 1912
 J. S. Marshall & M -
 And said report being unexpected to us by the Court in all things ratified and confirmed.

It is therefore adjudged and decreed by the Court that all the rights, titles, and interest of each and all the parties to this suit in the said lands, be divested out of them and each of them and be vested in the purchaser Frank Hood, and the master will on demand upon the payment of the legal fees therefor acknowledge for registration and deliver to such parties a deed to said land or a copy of this decree as his muniment of title. The said lands being 120 acres more or less in the Second district of James County Tenn, bounded on North by Anderson Smith, East by Walt Goodner, and on the South and West by Curt Lee.

Friday August 15th 1913

It is further decreed that the master will retain sufficient of said funds to pay all the costs of the cause, and to pay Complainant's Solicitor J.E. Hatch a fee of \$35.00 and the Guardian ad litem J.C. Keaton \$15.00 and the remainder he will distribute among the heirs according to their respective right. The master will issue a writ of possession to put the purchaser into possession of said premises, upon demand and the payment of the necessary fee therefor.

Esther Kircannon, by guardian } No. 450.
 H. Vernon, } Decree
 74
 Peoples Bank of Cleveland et al. } Defendant, S.L. Lovell, has been

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regularly served with personal process more than five whole days before the present term of Court under both the Original bill and the Cross-bill, and that he has wholly failed to make any defense to either of said bills, upon motions duly made, it is ordered by the Court that as to said defendant, S.L. Lovell, the allegations of each of said bills be, and the same are hereby taken for confessed by him and the cause set for hearing ex parte as to him. And thereupon the cause came on for hearing before the Honorable V. C. Allen, Chancellor etc., upon the pleadings, proof, exhibits, agreements and stipulations of Counsel for the respective parties, judgment pro Confesso of aforesaid, and upon the whole record, from all of which it appears to the satisfaction of the Court, that the Cross-bill is fully met and denied by the answer thereto, and is not sustained by the proof. It is therefore ordered and decreed by the Court that said Cross-bill be, and the same is hereby dismissed, and said cross-complainant, Peoples Bank of Cleveland and its Surety, J.C. Ramsey on its prosecution bond will pay all cost incident to said Cross-bill.

But it further appearing to the satisfaction of the Court that complainant, Esther Kircannon, is justly entitled to the relief sought and prayed for in her Original bill, which is sustained by the proof; It is therefore ordered, adjudged and decreed by the Court that the transfer and assignment executed on Oct. 18, 1911 by C.F. Kircannon and wife Esther Kircannon whereby they transferred and assigned all their interest in and to the three certain notes mentioned in said assign-

Friday August 15th 1913

ment and the pleadings in the cause to the Peoples Bank of Cleveland, be, and the same is, hereby set aside as null and void and ineffectual to transfer the title of said Carter Kincannon out of her, in as much as she was at the time of said assignment and transfer a minor under twenty-one years of age, and was guilty of no fraud in said transaction. It is further ordered and decreed by the Court that said S. L. Lovell, County Court Clerk, be, and he is hereby perpetually enjoined from paying out any of the proceeds of said three notes, or any of them, mentioned in said transfer and assignment, aforesaid, to said Peoples Bank of Cleveland. He will pay said funds to said Complainant, Carter Kincannon, or her guardian when the same are collected. It is further ordered and decreed by the Court that said Peoples Bank of Cleveland pay all the cost incident to the original suit; and that execution issue for cost under both said bills as herein decreed. From the foregoing decree, the defendants, Peoples Bank of Cleveland pray an appeal to the next term of the Court of Civil Appeals to be held at Knoxville etc., which said prayer and appeal in by the Court hereby granted upon said defendants giving security for said appeal as required by law in the sum of Two Hundred and Fifty Dollars. Thereupon appeared in open court J. C. Ramsey, and acknowledged himself surety for said appeal, which security is accepted, and the Clerk and master ordered to make out and transmit to the Clerk of said Court of Civil Appeals a transcript of the records of the cause

456

J. A. Biggs et al. }
 vs } No. 456.
 Yellow Pine Lumber Co et al }
 Chancery Court Chattanooga, Tenn.
 Be it remembered that this cause was heard upon the motion to supply papers, and a copy of said papers having been furnished it is agreed by the parties and decreed by the Court that they be substituted as and for the original papers in this case; and they will hereafter be treated as such, and the master is ordered to file said copies in his office.
 The file this supplies is complete except the injunction bond which solicitors for complainants agree to file a new bond.

Friday August 15, 1913

Masters Financial Report

To the Hon. V. C. Allen, Chancellor:

I submit the following report of the amount of money in my office, and the causes to which the several sums belong, not including costs:

Hunter vs Hunter, ----- \$26.87

This sum belongs to one of the heirs whose address is unknown,

Woodson Fitzgerald vs Mary Ivy \$56.51

This sum belongs to the heirs of W. Fitzgerald;

W. M. Hood et al. vs J. M. Hood et al. about \$140.00

This sum belongs to the heirs.

Respectfully submitted, this the 15th day of Aug. 1913

J. S. Marshall C & M

Olivia Rains }

vs

W. F. Rains }

In the Chancery Court at Oathurst Term

Order.

In this case upon motion of the defendant the case is continued to the next term of the Court, August term, 1913

OK, J. L. Tatum & Hack, Atty. for Plaintiff

OK, Traynor & Smith, Atty. for Deft.

Daisy Humphries }

vs

S. G. Humphries et al. }

This case came on to be heard on the 15th day of August 1913, before the Hon. V. C. Allen Chancellor, upon motion to require the defendant S. G. Humphries, to pay in one half of his salary or wages due him by the defendant E. Dupont de Nemours Powder Company, from the 31st of Jan. 1913 to the 14th day of February 1913, or one half of the amount earned by him within said time, according to the previous orders of this Court, and that if not paid within thirty days from this date, then that an execution issue against said defendant and sureties.

And after hearing and understanding same the Court is pleased to allow said motion, and it is therefore ordered, adjudged and decreed by the Court that if said defendant S. G. Humphries fails to pay into the Clerk & Master one half of the wages earned by him between the dates of Jan. 31st 1913 to Feb. 14th 1913 inclusive and that if the same remains unpaid for 30 days from the date of this decree that an execution will issue against said defendant and his sureties and said money when collected by the Clerk & Master will be applied to the payment of the costs in this case.

Friday August 15th 1913

Jennie Baker et al. }

vs.

A. P. Gamble et al. }

In obedience to a decree heretofore made and entered in this cause wherein it was decreed by the Court that the lands mentioned in the Bill be partitioned among the heirs giving to the minors set out in the decree their shares free and unincumbered, which shares should be diminished their proportionate part of the debts, costs, and attorney's fees and that the four adults shares be left in common and charged with said debts, costs, and attorney's fees; the amount of which is shown in the report filed herewith.

It is therefore ordered that John Thomas, Ed Anderson, Zack Gross, all respectable freeholders of James County, and N. A. Stanfield, County Surveyor of said County, be appointed Commissioners to go upon said land and after deducting from the entire valuation of both tracts of land owned by Pres Gamble and Ann Gamble deced., that they will then divide said lands in such a way as to give to the minors, John Gamble, Cleo Gamble, heirs of Luster Gamble deceased, a one sixth share of the remainder of said estate in value, which said share their mother Jennie Baker is entitled to dower in only one-half of the same or to the portion of said land equal in value to the part of it that was owned by Pres Gamble deceased.

And to the three minor children of James Gamble deced. by name, Luster Gamble, Will Gamble, Roy Gamble, they will allot also a one-sixth of said estate equal in value as above set out, giving to the other set of minors one-half of which will be incumbered by a dower interest to their mother, Nita Gamble, which said share shall be equal in value to the shares and share alike given to each of the six original heirs of the said Pres Gamble and Ann Gamble deced., while the four shares belonging to A. P. Gamble, Robt Gamble, Ed Gamble, Sam Gamble, shall be left in common incumbered as aforesaid with the debts and costs of this case and said four sixths interest shall contain enough land that the costs atty's fees and debts as aforesaid may be taken out of the real estate given to the said four adults that they may each get an equal share in value after the payment of said amounts equal to the share given to each set of minors, and in case the Commissioners should find

Tuesday August 15, 1913

That said real-estate cannot be partitioned in accordance with this order given to each heir an equal portion in value. He will so report, but if they find that said real-estate can be partitioned as herein set out then they will make said partition in accordance with this order and make a plat of the same and file said report before the next regular term of this Court, the said land to be partitioned described as follows: One hundred and Eighty acres in the fourth district of James County, Tennessee, known as the Cox Gamble lands and Two Hundred acres in said district known as the Cox Gamble lands the entire tract containing Three hundred and Eighty acres, bounded on the north by the lands of McCulley East by Carter and Gross South by Thomas Robinson West by Knox & Campbell

It is further ordered that any three of said Commissioners may act provided the said Davidson County Surveyor is one of the three, and that they make their report in writing which shall be signed by at least three of them, showing what they have done and describing the land, divided and the portion given to each party by metes and bounds or other sufficient description

Thereupon the Court adjourned until the next regular term

J. L. Allen Chancellor

Friday February 13th 1914

Caption of the minutes of the Term,
State of Tennessee

As it is remembered that, at a regular term of the
Chancery Court, for James County, begun and held at
the Court House in Coltwah on the first Friday after
the second Monday in February 1914 present and
presiding Hon. V. C. Allen Chancellor of the Twelfth
Chancery Division the following proceedings were had;

463 J. G. Bell et al }
vs } Number 463
Clara Gray et al }

In this cause it was made to appear to
the Court on this the 13^d day of Feb. 1914, that Lillian Bell,
Maud Bell, Bernice Bell, Mittie Lee Bell, Lurcia Bell are all
minors and non-residents of the State of Tennessee and that
they have been regularly brought into this Court by
publication duly made according to law, and up
on motion of Complainant by his solicitor it
is ordered by the Court that John B. Hoyle, a
Solicitor of this Court be appointed as guardian
ad litem to make defense for said minors, and
the said J. B. Hoyle in open Court accepted the
said appointment.

It further appearing to the Court that a Subpoena
to answer had been issued and sent to Hamilton
Co. to be served upon Clara Gray, Alma Gray and
Nattie Wilson, and that the same had not been
returned. It is therefore ordered that an alias
issue returnable to the March Rules of this Court
for the said Clara Gray, Alma Gray and Nattie Wilson

462 Tennessee Power Co }
vs } No. 462
J. D. Roach } This cause ordered continued
by the Court with instructions for
Complainant to prepare the cause for trial before
the next regular term or the same will be dismissed

441 W. M. Wood et al }
vs } No. 441. In Chancery Court at Coltwah
J. M. Wood et al } Tenn. Feby. 13, 1914
It appearing in this cause that
John Wood, dec'd one of the defendants, shared 1/5 of
the estate of Manda Wood and husband David Wood
both deceased, as set out in the original Bill filed

Friday February 13, 1914
 in this cause, the said John Hood died, leaving
 two minor children to share & share alike his fee
 in said estate with Myrtle Hood who intermarried
 with one James Holloway and Ethel Hood, single both
 minors and without regular guardians. But Ethel
 Hood is living with one C. L. Whorley, who is
 caring for her. And it further appearing to the
 Court that the amount of the fee due said is below
 the requirement of requiring the appointment of regular
 Guardians in such cases. And on motion, it is here
 fore ordered and directed by the Court that the
 Clerk and master pay to Myrtle Holloway and Husband
 James Holloway one-half of the share of John Hood died,
 and also pay to C. L. Whorley for the use of Ethel Hood
 one-half the fee of her deceased father derived from
 the sale of lands in this cause, less the expense of cost
 of this order, recording & filing.

Olivia Rains } In the Chancery Court of James County, Tennessee
 vs

W. F. Rains } Decree of Divorce and Alimony.

This cause came on to be heard this the
 13th day of February, 1914, before V. C. Allen, Chancellor,
 upon the bill of complainant, Olivia Rains and the ans-
 wer of the defendant, W. F. Rains, and the oral testimony
 of witnesses examined in open Court and the whole
 record, in the cause;

II.

And it satisfactorily appeared to the Court from
 the that the facts charged in the bill are true;
 that the defendant, W. F. Rains had been guilty
 of cruel and inhuman treatment and conduct to-
 ward the complainant, Olivia Rains, to such an extent
 as has rendered it unsafe and improper for
 her to cohabit with him and be under his domina-
 ion and control; that in the month of January
 1912, at their home near Birchwood, James County
 Tennessee, that the defendant wrongfully and
 inhumanly abused and punished the minor daugh-
 ter of complainant and defendant, and that on the
 same occasion that the defendant attempted to
 strike the complainant, Olivia Rains with a chair;
 that on said occasion and divers other occasions
 soon thereafter that the defendant, cursed and
 abused complainant and ordered complainant
 together with her minor children, to leave
 their home, and that in order to protect herself

Friday February 13, 1914

and minor children that Complainant was forced to withdraw and leave the home of the defendant in the month of April, 1912, and that the defendant had no just excuse for his said misconduct.

II.

And it further satisfactorily appeared to the Court that by virtue of Complainant's marriage to the defendant there has been born to Complainant and defendant the following named children; Warner Rains, who is more than 21 years of age, Mary Jane (Rains) Dixon, who is now more than 21 years of age, Lila Rains, a minor under 21 years of age, and Nola Rains, a minor under 21 years of age.

III.

And it further satisfactorily appeared to the Court that the Complainant is the owner of an undivided one-half interest of the hereinafter described real estate situated in Meigs County, Tennessee, and same having been bequeathed to Complainant by her father, the late W. H. Lawson, of Meigs County, Tenn. Said property is described as follows, and is probably worth \$3500.⁰⁰;

"A tract of land lying and being in 2nd Civil District of Meigs County, Tennessee, known as the 'Powel Farm' and being tract of land set apart to John and R. C. Powell in the division of Scott Powell's home farm and being tract of land & purchased from G. W. Spivey and contains about 160 acres."

IV.

And it further appeared to the Court that the defendant, W. F. Rains is the owner in fee of the hereinafter described real estate situated and lying in the First Civil District of James County, Tennessee, consisting of two tracts, which two tracts are described as follows:

"Being part of the original Henry Bare's lands decreed to the heirs of Jasper Bare by the County Court of Hamilton County at the October term, 1866, and beginning at a stake with post oak and black oak pointers, thence north 20 degrees east, 50 poles to a stake, post oak and black oak pointers; thence south, 70 degrees east, 40 poles to a stake and white oak pointers in Casey's line; thence south 20 degrees west, 35 poles to Casey's corner; thence north, 57 degrees east, 41 poles to stake in Casey's line; thence south, 7 degrees east, about 60 poles to three red oak bushes at the Plythe Ferry road; thence with the road about 40 poles to a stake in

Friday February 13, 1910

said road; thence south 70 degrees west, about 20 poles to a black oak bush and three black oak pointers; thence to the beginning, containing by estimation 94 acres. Being the same property conveyed by S. H. Bare and others to James Baker by deed dated Dec. 2, 1886, and conveyed by James Baker heirs to said W. F. Rains by deed registered in Book 9, page 265 of the Register's office of James County.

Also

"Lying in the First Civil District of James County, Tennessee, and beginning at a stake and white oak pointers, the Casey line, then south 70 degrees west, 35 poles to Casey's Corner; thence north, 51 degrees east, 41 poles to a stake in Casey's line; thence west to the beginning corner to a stake in white oak pointers in the Casey line, the same being 3 acres more or less, being land conveyed by John M. and M. L. Burdett, to W. F. Rains by deed dated --- day --- of 1910, registered in Book 9, page 264 in the Register's Office for James County, Tennessee."

V.

It is therefore ordered, adjudged, and decreed by the Court that the bonds of matrimony subsisting between the complainant, Olivia Rains and defendant, W. F. Rains be absolutely and forever dissolved and that complainant be vested with all the rights of an unmarried woman.

VI.

It is further ordered, adjudged and decreed by the Court that the complainant, Olivia Rains, have the exclusive care, control and custody of the two minor girls, Leila Rains and Nola Rains, who are 18 years and 16 years of age respectively.

VII.

It is further ordered, adjudged and decreed by the Court that the right to the use of the homestead of \$1,000 in value in the two tracts of land lying in James County, Tennessee hereinbefore described, as the property belonging to defendant, W. F. Rains be vested in complainant during her natural life.

This is in no way to affect the remainder interest in the fee in said land in debt W. F. Rains.

Proof not being satisfactory to the Court that the two above described tracts of land lying in James County is not worth more than \$1,000, it is ordered that \$1,000 worth of said land be set apart as a homestead as above indicated. The County surveyor of James

Friday, February 13th 1914

County, together with two other free-holders of said County, to be later appointed by the Chancellor V. C. Allen, shall lay off said homestead, consisting of \$1,000 of the real estate lying in James County, and described in the original Bill, and report their action to the next term of this Court to be held at Coitewah.

VIII.

It is further ordered adjudged and decreed by the Court that the marital rights of the defendant husband, W. F. Rains as well as any right, interest or title given to the said W. F. Rains under the will of the late N. N. Lawson, deceased, to the property hereinbefore described as belonging to the complainant and lying in Meigs County, Tennessee, be decreed not to attach to said property and that the complainant Olivia Rains be decreed to be the owner of said real estate under the terms of said will absolutely free from the marital rights of her husband, the defendant, W. F. Rains, and that the defendant, W. F. Rains, have no right whatever in said real estate either now or hereafter by virtue of his marriage with said complainant, or by virtue of the will executed by the said N. N. Lawson.

IX.

It is further ordered adjudged and decreed by the Court that the complainant recover of the defendant all the cost of this cause, together with the necessary expenses of setting apart the homestead as above decreed, for which execution will issue.

To the foregoing action of the Court the Deft. W. F. Rains excepts in law & pray an appeal therefrom to the next term of the Court of Civil Appeals which meets in the Court House in Knoxville on the first Monday in May 1914 but the same is disallowed until the coming in of the report heretofore ordered to which action of the Court Deft. W. F. Rains Excepts.

Until the coming in of said report of the surveyor and of the committee to set apart said homestead, all other matters are reserved.

O. K. Tolson & H. K. Hales
Attorney for Complainant.

O. K. Arthur Traynor
Attorney for Defendant.

Friday February 13, 1914.

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Jimmie Baker et al. }
vs } No. 461.
A. P. Gamble et al. }

Final Decree

This cause came on to be heard on this 13th day of February 1914. before the Hon. V. C. Allen, Chancellor, upon the former orders, decrees, and reports of the master, and upon the further reports of the master, and the report of the Commissioners appointed to partition the land in this cause, which report of the master is unaccepted to and is in the words and figures to wit:

Jimmie Baker, et al. }
vs. } No. 461.
A. P. Gamble, et al. }

Report of Master.

In obedience to decree heretofore made in this cause, for the master to report as to personal assets of the estate of Ann Gamble and the bona fide debts of the estate, and as to the bid. item to be reported on, whether or not, the debts of the estate of either Pres. Gamble or Ann Gamble can in any way be settled and the real estate partitioned, or would it be to the advantage of the heirs to be sold; I report as follows:-

1 - The following personal property is all that come or should have come to the hands of the administrator, A. P. Gamble,

Cash for corn	\$ 44.25
County warrant for gravel	5.00
Total receipts	\$ 49.25

2 - The following bona fide debts and charges against the estate have been paid by the administrator A. P. Gamble (and he is entitled to credit, for the difference in the amounts received and the amounts paid out.)

Funeral expense, paid Dr. G. McLain	\$ 24.00
Tax paid on land for the year 1912	76.10
	\$ 60.10

3 - The following bona fide debts and claims have been filed with me against the estate of Ann Gamble deceased, there being none against the estate of Pres Gamble deceased.

A. B. Brown, admn. estate of Mary McCallie deceased, 2 promissory notes with interest to Dec. 15th 1913

\$ 215.55

Friday February 13, 1914

A. P. Gamble note with interest to Dec, 15, 1913	\$ 73.78
A. P. Gamble, difference in amounts received and the amounts paid out while acting as administrator as shown in items 1- and 2- - - - -	\$ 10.85
W. H. V. Dubois, account	12.00
Dr. L. K. Hawk	4.00
L. J. Stinson.	8.10
Jas M. Lewis.	10.38
	<u>\$ 334.66</u>

4 — The balance of the charges against the estate is the costs of this cause which up to the present date is as follows;

Costs to the present	\$ 42.00
J. E. Thatch Sol., for complainants, fee	150.00
Jos B. Hoyle, Guardian ad litem, fee	50.00
Commissioners, Charges approximated	15.00
	<u>\$ 257.00</u>

Grand Total, of all claims, costs, attorney fees etc. \$ 591.66 which the adults agree to pay, and the same to be a charge against their shares, (See disposition of A. P. Gamble)

I, therefore, report further, in obedience to the bid, master to be reported on in a former decree, that it will be to the advantage, as heretofore reported, for the debts, costs, attorney fees and Commissioners Charges, to be made a charge against the adults shares, the minors shares being diminished accordingly, and for the minors shares to be given to them diminished as aforesaid, by their proportionate part of the indebtedness of the estate, and the aforesaid costs, attorney fees etc. clear, free and unincumbered, except the widow of Luther Gamble is entitled to hold her dower interest in only one-half of the share given to her minor children, and likewise, the widow of James Gamble is entitled to dower in one-half of the share given to her minor children. This December 15, 1913

Respectfully submitted,

J. B. Marshall,

Clerk and Master

And which report of the said Master was excepted to by the guardian ad litem, the said exceptions coming on for hearing, the Court is of the opinion that the exceptions taken by the Guardian ad litem is not well founded and the same is therefore overruled and disallowed, and the report of the Master is therefore ratified and confirmed, which report of said Commissioners is as follows:—

Friday February 13, 1914

Report of Commissioners.

To the Hon. J. C. Allen, Chancellor, holding the Honorary Court at Oostwold.

Jennie Baker, et al. }
 vs
 A. P. Gamble, et al. }

The undersigned appointed by your Honor, Commissioners to make partition of the land in this cause, respectfully report that after having been duly sworn by the Clerk and master, we went upon the premises and carefully examined the same and make partition thereof between the parties according to their respective interests as set forth in the order of decree as follows:

First—After deducting from the entire estate the indebtedness against the same the approximate costs of this cause and attorneys fees as set out in the report of the master accompanying the decree of this Hon. Court, we divided said real estate as a whole into four shares, as follows:

1—To the heirs of Luther Gamble dec'd, John Gamble and, Neo Gamble, we gave one sixth in value of said estate, which is described, as follows;—

Being a part of the Press Gamble land lying east of the Georgetown public road, beginning in the middle of said public road at the southwest corner of James Gamble dec'd heirs land running S. 66 degrees E. to the east line of the Press Gamble land; thence S. 74 degrees N. 44 1/2 rods to the John Thomas north east corner; thence N. 66 degrees W. to the Georgetown public road; thence west said road to the beginning; containing 44 acres, more or less, as shown by the blue tint on the accompanying plat, one half of which is incumbered by a dower of their mother, Jennie Baker.

Second—We allotted to the children of James Gamble dec'd. Roy Gamble, Will Gamble, and Luther Gamble a one sixth of said estate under like conditions as the shares given to the heirs of Luther Gamble dec'd. which said one-sixth is described as follows;—Being a part of the Press Gamble land lying east of the Georgetown road, beginning in the middle of said road six rods south of the line dividing the Ann Gamble land and the Press Gamble land, running South 66 degrees east to the East line of the said Press Gamble land 139 1/2 rods; thence S. 74 degrees N. 46 1/2 rods to a stake; thence N. 66 degrees W. to the Georgetown public

Friday February 13, 1914

road; thence with said public road to the beginning, containing 46 acres more or less as shown by the green tint on the accompanying plat, one half of said share being incumbered by a power interest of their mother, Neeta Gamble.

Third - To the three adults, A. P. Gamble, Sam Gamble and Ed Gamble, we allotted three sixths of said estate in value giving to them over and above the shares given to the minors and Robert Gamble in value sufficient of said lands to pay all the indebtedness against said estate all of the costs approximately and attorneys fees the following described tract of land, to wit: All the Ann Gamble land containing one hundred sixty eight acres more or less, also 25 acres more or less off the west end of the Press Gamble land, beginning at the Knox northeast corner running S. 24 degrees W. 93 rods to a stake corner; thence S. 66 degrees E. 42 rods to a pine knot corner; thence N. 24 degrees E. 93 rods to a pine knot corner; N. 66° W. to the beginning, also 5 1/2 acres more or less, being also a part of the Press Gamble land lying east of the Georgetown public road; beginning in the middle of said public road on the dividing line between the Ann Gamble land and the Press Gamble land, running S. 66 degrees E. 139 1/2 rods to the north east corner of the Press Gamble land; thence S. 24 degrees W. six rods to a stake; thence N. 66 degrees west to the Georgetown public road; thence with the said public road to the beginning, all of which is shown by the yellow tint on the accompanying plat.

Fourth - We allotted to Robert Gamble one sixth of said estate under like conditions as the shares of the other heirs, as follows: Being sixty acres more or less off the Press Gamble land west of the Georgetown public road, beginning in the middle of said road on the south line running N. 66 degrees W. 92 rods to a pine knot corner; thence N. 24 degrees E. 93 rods; thence S. 66 degrees E., to the public road; thence with the public road to the beginning, as shown by the white tint on the accompanying plat. All of which lands are described in more set out in the plat hereto annexed which is signed by the County Surveyor

A. A. Stanfield

Respectfully Submitted

A. A. Stanfield

J. L. Thomas

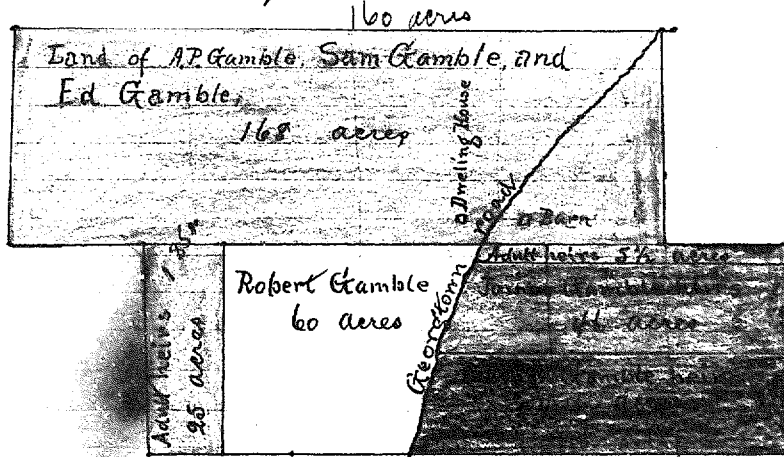
E. P. Anderson

Costs

A. A. Stanfield Surveyors fees description and plat. 7/12.00

Friday February 13, 1914

John Thomas, 2 days, \$ 2.00
 Ed Anderson, 2 days \$ 2.00



160
 60
 100
 75
 275
 5
 300
 40
 340

D. Abtansfield
 County Surveyor for
 James County, Tenn.

It is further ordered by the Court that the settlement of A. P. Gamble, Adm., which is unexcepted to, be ratified and confirmed.

Jennie Baker et al.

Final report of A. P. Gamble Adm.,
 A. P. Gamble, et al. of the estate of Ann Gamble, deceased.
 A. P. Gamble, Adm., would respectfully represent and report to the Clerk and Master at Cottowah, Tenn., that in addition to the claim and accounts of the estate of Ann Gamble dec'd. all of which has heretofore been turned into the Chancery Court at Cottowah Tenn., and has been reported upon by the master, that he has in obedience to an order of the Court heretofore made in this cause, sold the rent corn from the estate involved in this case and an old binder and an old mower according to law after having advertised the same for 10 days, and when he realized from the sale of the corn the sum of \$134.50 and the binder 50¢ and the mower, 10¢, total \$135.10, cost of sale \$250, leaving a balance of \$132.60, with which the administrator is chargeable, and which is paid into Court. A. P. Gamble.

State of Tennessee,
 Bradley County } Personally appeared before me, the
 The undersigned authority, A. P. Gamble,
 and makes oath in due form of law that the foregoing is a true, full, and correct statement of the rents, and proceeds from sale of personal effects of the estate of Ann Gamble dec'd.
 A. P. Gamble

Friday February 13, 1914

Sworn to and subscribed before me on this the 4th day of March, 1914



John B. Hoyle, Notary Public,
my commission expires Oct. 6, 1917

and that the same be accepted as final and he and his surety upon his administrators bond be released.

It is further ordered and decreed by the Court, that all the right title, and interest, of all the parties to this suit be divested out of them and each of them, and the same be vested in John Gamble, Oso Gamble, and to their mother, Jennie Baker a dower interest to one half of the same, in the following tract of land; Containing by estimation 44 acres more or less in the 4th district of James County and being a part of the Pres Gamble farm; beginning in the middle of the public road, at the south west corner of James Gamble's dec'd. heirs land; running S. 66° E. to the east line of Pres Gamble's land; thence S. 24° W. 44½ rods to the Jno. Thomas north East corner; thence N. 66° W. to the Georgetown public road; thence with the ^{city} road to the beginning.

Second.

All the right, title, and interest of all the parties to this cause is divested out of them, and each of them and is hereby vested in Roy Gamble, Will Gamble and Lector Gamble, their mother Necta Gamble being entitled to a dower in one half of the same, the following described tract of land: A portion of the Pres Gamble land in the 4th district of Jas. Co. Tenn., containing by estimation 46 acres more or less, beginning in the middle of the Georgetown road 6 rods south of the line, dividing the Ann Gamble land and the Pres Gamble lands running south 66°, East to the east line of said Pres Gamble land 139½ rods; thence S. 24° W. 46½ rods to a stake; thence N. 66° W. to the Georgetown Public road; thence with said public road to the beginning.

Third — All the right, title and interest of all the parties in this cause is divested, out of them and is vested in A. P. Gamble, Samuel Gamble, and Ed Gamble, in the following described lands in the 4th district of Jas. Co. Tenn. Containing by estimation, 190 acres more or less, as follows; 160 acres more or less known as the Ann Gamble land; also 25 acres more or less off the west end of the Pres Gamble land beginning at the Knox N. E. corner running S. 24° W. 93 rods to a stake corner; thence S. 66° E. 42 rods to a pine knot corner; thence N. 24° E. 93 rods to a pine knot corner, N. 66° W. to the beginning; also 5½ acres more or

Friday February 13, 1914

less being also a part of the Pres. Gamble land lying east of the Georgetown public road beginning in the middle of said road on the dividing line between the Ann Gamble land running S. 66° E. 139 and one third rods to the North east corner of the Pres. Gamble land, thence S. 74° W. 6 rods to a stake; thence N. 66° W. to the Georgetown public road; thence with the said public road to the beginning.

Fourth - All the right, title and interest of all the parties in this cause is directed out of them and each of them and is hereby vested in Robert Gamble, in the following described real estate in the 4th district of James County Tenn, containing 60 acres more or less, off the Pres. Gamble land west of the Georgetown road, beginning in the middle of said road of the south line running N. 66° W. 92 rods to a pine knot corner thence N. 74° E. 93 rods, thence S. 66° E. to the public road, thence with the public road to the beginning. It is further ordered and decreed that A.P. Gamble Samuel Gamble and Ed Gamble pay all the costs of this cause, except the costs incurred by surveying the land and the Commissioners costs, which shall be paid out of the proceeds of the route sold by the administrator as well as the taxes for 1913. The balance of the proceeds of sale of route will be distributed by the C & M to the heirs according to their interest share & share alike, including in said Bill of Costs the sum of \$150.00 to J. E. Hatch solicitor for complainants, and \$50.00 to John B. Hoyle guardian ad litem for all the minors which said amount is decreed to be reasonable for their services in this cause.

The Clerk and Master will make and certify for registration to the parties deeds conveying to them the lands herein decreed to them, or he will give to them a certified copy of this decree, at their election, they paying the legal fees therefor.

Mrs Savannah Smith et al }
vs }
Eunice Creekmore et al }

No. 452.

This cause came on to be heard on this the 13th day of Feb. 1914, before the Hon. V. C. Allen Chancellor, upon the original bill, the answer of the defendant and the testimony

Friday February 13, 1914.

from all of which the Court is of the opinion: that the line in dispute between the Complainants and the defendants, was a line agreed upon by the Complainants and Harvey Davis Decs, and that in the case of Eunice Creekmore to have a homestead and dower assigned to her, the Commissioners were only authorized to assign dower to her, off of lands owned by her deceased husband Harvey Davis.

It is therefore ordered and decreed by the Court that the line between the lands of the Complainant Savannah Smith and the defendant Eunice Creekmore, widow of Harvey Davis decs, is the same line known as the Jas. Allen line, which is marked by there having been a fence on said line for many years. The new line established by the County Surveyor, D. S. Stanfield having varied from this line, and taken off of the lands of the said Savannah Smith a small V shaped tract, which little tract is decreed to be the property of the said Savannah Smith, and the injunction prohibiting the defendant from interfering with her possession of said small tract is hereby made perpetual; and if necessary the C & M, will issue a Writ of Possession to put Complainant in possession of said small tract.

On account of the negligence of J. N. Smith in not having excepted to the report of Commissioners who assigned Homestead and Dower to the said Eunice Creekmore it is decreed by the Court that the said J. N. Smith pay one half of the costs of this cause and the defendant Eunice Creekmore and husband E. L. Creekmore pay the other one half the costs for which execution may issue.

OK. } March Sub for Compt
J. H. Early - - - - -

Masters Financial Report

To the Hon. V. C. Allen, Chancellor - I submit the following report of the amount of moneys in my office and the causes to which the several sums belong, not including costs;

N. W. Hood et al. vs Jm Hood et al. ----- \$ 53.90

This sum belong to the heirs of David Hood & Maud Hood

Rachel Swisher vs N. W. Swisher, J. S. Marshall Com Receiver \$ 75.00

This sum is the proceeds from the sale of two horses attached by the complainant, Rachel Swisher, and sold by order of the Court.

Respectfully Submitted

This the 13th day of Feb, 1914

J. S. Marshall C & M.

Friday February 13, 1914

463

J. G. Bell et al. }
 vs } No. 463.
 Claude Gray et al. }

In this cause it was made to appear to the Court on this the 2nd day of March, 1914, the same being rule day, that Claude Gray, Alma Gray, and Mattie Wilson, have been regularly brought into Court by service of subpoena, and that they are minors without regular guardian, and upon motion of the Complainant by his solicitor it is ordered, that John B. Hoyle, a solicitor of this Court be appointed as guardian ad litem to make defense for said minors and the said John B. Hoyle accepted said appointment and filed his answer.

463

J. G. Bell et al }
 vs } No. 463.
 Claude Gray et al. }

Answer of the guardian ad litem.

In this cause the defendants Claude Gray Mattie Wilson and Alma Gray, ~~Mattie Bell~~, Lillie Mae Bell, Ollie Bell, Bernice Bell, Mattie Lee Bell, Aurelia Bell and Willie Bell, for answer to the bill filed against them say:— by their Guardian ad litem:—

-1-

That it is true that they are grandchildren and heirs of the deceased, Solomon Bell, but on account of their tender years and inexperienced in business matters they can not say, whether or not their interests are correctly stated, or whether or not it would be to their advantage for said estate to be sold and they therefore submit their rights in this cause to the watchful protection of this Honorable Court.

Now having fully answered, they pray to be dismissed with their costs,

Claude Gray Mattie Wilson
 Alma Gray ~~Mattie Bell~~
 Lillie Mae Bell Ollie Bell
 Bernice Bell Mattie Lee Bell
 Aurelia Bell Willie Bell

John B. Hoyle Guardian ad litem —

State of Tennessee, Bradley County:— Personally appeared before me the undersigned authority, John B. Hoyle and made oath in due form of law, that the statements made in the foregoing answer are true, according to the best of his knowledge, information and belief.

John B. Hoyle

Sworn to and subscribed before me this March 4, 1914 Jas. M. Stewart Dep. C. J.

Friday, February 13, 1914

Nannie E. Edwards et al
vs
B.C. Barber et al } No. 413. Supplied Decree

Copy of this decree signed as a muniment of title to Nannie E. Edwards June 8th 1916 Jd Marshall C.M.

This cause came on to be heard before the Hon. V. C. Allen, Chancellor, on the 16th day of Aug. 1912, upon the bill and answer and the testimony introduced by Complainant and defendant, from all of which the Court is of opinion that Complainants are entitled to the redress sought.

It is therefore ordered and decreed, by the Court, that the deed held to said property by Ben Barber and wife from Charles Havens is a cloud upon the title of Nannie E. Edwards, and the same is removed and for nothing held.

It is further decreed by the Court that Complainant Nannie E. Edwards is the true and lawful owner of the land described in Complainant's bill by virtue of the will of her deceased father P. L. Mathis deceased, who had held said land in peaceable adverse open and notorious possession for more than twenty one years which land is described as follows: - 80 acres more or less in the (4th) fourth District of James County Tennessee, and bounded on the north by the land of Barber, East by Mathis heirs South by the William Hury Lewis land, West by the land of Samuel Davis heirs.

The Clerk and Master will make and certify a copy of this decree to Complainant for registration as a muniment of title upon the payment of the legal fees therefor.

The defendants will pay the costs of the cause, for which execution may issue and in case execution is returned nulla bona Complainant will pay only the costs decreed on Complainant's behalf in the prosecution of the cause for which execution may issue.

J. M. Beard & wife }
vs } No. 413. Supplied Decree
O. G. Kewcade et al } In Chancery Court at Cottawah.
Final Decree.

413

Be it remembered that this cause came on to be heard before the Honorable V. C. Allen, Chancellor, upon the pleadings, proof, and the whole record in the cause, from all of which the Court is of the opinion that the deed procured to be executed by Mary L. Beard and husband, J. M. Beard, date May 25, 1909, purporting to convey to O. G. Kewcade the land described in the bill, was procured by fraud and misrepresentation and was materially altered by the parties in interest after its procurement, and that the said deed is void.

The deed purports to convey and is a cloud upon the

Friday February 13th 1914

following described lands, to wit: -

(Here copy from the deed which is filed in the proof).

It is therefore adjudged and decreed that the said deed be and the same is hereby decreed to be void and a cloud on the title of Complainant, Mary L. Beard, to the land above described, and the same is cancelled and removed as such. The Clerk & master will Certify and deliver to the said Mary L. Beard a copy of this decree for registration as a muniment of title. It further appearing from the petition of J. W. Watson and pro confesso heretofore entered thereon that O. H. Kincaid, C. N. Dewaide and G. W. Lutes sought to sell to the said J. W. Watson the tract of land so fraudulently conveyed to them by falsely and fraudulently representing that they were the owners thereof, and by such representations procured the sum of \$200. from the said J. W. Watson, to recover which the said J. W. Watson has filed his intervening petition herein. And attached the note for \$3200. and the wire goods manufacturing Company stock tendered into Court by Complainant, it is adjudged and decreed that said J. W. Watson have and recover of O. H. Kincaid, C. N. Dewaide and G. W. Lutes said sum of \$200., with interest from June 29, 1909, the date of filing the bill forw.; \$32., making a total of \$232., which is hereby declared a lien upon the said \$3200. note and wire goods manufacturing Company stock, now in the registry of this Court, and unless said debt, together with all the costs of this cause are paid into Court within thirty days, the Clerk & master will advertise said personal property for sale by written posters in three public places in James County for ten days and sell same at public outcry to the highest bidder in front of the Courthouse of James County Tennessee, for cash. He will apply the proceeds of such sale (1) to the costs of this cause, (2) to pay and discharge the judgment herein granted in favor of J. W. Watson, and the balance, if any, to said defendants.

Judgment for costs is hereby rendered over against complainants Mary L. Beard, J. M. Beard and J. W. Watson and as sureties Burkitt Miller & Moore, but no execution will issue on this judgment until after the sale of the said property in the registry of the Court and return of nulla bona on the judgment against the defendants. On motion of Burkitt Miller & Moore, a lien is hereby declared upon the real estate of said Mary L. Beard recovered in this cause for their reasonable fees for services rendered as her solicitors herein. The defendants are allowed thirty days in which to perfect an appeal to the next term of the Court of Civil Appeals from decree herein entered in this cause, such appeal is deemed. The funds in Court as proceeds of the sale upon the real estate will be paid over to Complainant, Mary L. Beard or her solicitors of record.

Here upon Court adjourned until tomorrow morning
 at 9 o'clock a.m.
 W. G. Beard
 Chancellor

Saturday February 14th 1914

Rachel Swisher

vs

No. 455,

W W Swisher et al

This cause came on to be heard before the Hon. V. C. Allen, Chancellor, on the 14th day of February, 1914, upon the original bill, the answer thereto, the cross-bill and answer, and the supplied papers in the cause, the evidence introduced into open court by complainant and defendant and upon the entire record in the cause, from all of which the Court is of the opinion, that the Complainant, Rachel Swisher is entitled, upon the charges in the bill to the relief sought, for abandonment, failure to support, cruel and inhuman treatment etc.,

It is therefore ordered, adjudged, and decreed by the Court that the bonds of matrimony subsisting between the Complainant and the defendant be and the same are hereby forever dissolved. "It rureulo Matrimoni", and that the Complainant be restored to all the rights and privileges of an unmarried person. It is further decreed by the Court that the Complainant recover as alimony from the defendant the sum of \$157.⁰⁰ and all the costs of this cause for which execution may issue, and that she also be decreed in fee simple the following described real-estate belonging to the defendant in James County Tennessee, that all the right title and interest in the same be divested out of the said W W Swisher and be vested in fee simple in the said Rachel Swisher, which lands are described in two tracts as follows: 21 $\frac{1}{2}$ acres more or less, beginning on the N W corner of the Bill Wilson land running East on said Wilsons north line to the lands of Hullauder, thence north with Hullauder to the lands of G L Parkinson, thence west with the lands of said Parkinson and Tom Poe (now John Reed land) to the corner of the Johnson heirs land (now the lands of H J Smith heirs) thence South with the line of the Johnson, now Smith heirs to the beginning; - Also 24 acres more or less in said James County, Tenn., being a portion of the lands known as the Leamon place bounded as follows on the North by Poe heirs, South by W O Riddle, East by G L Parkinson, & on the west by Jesse Davis, which lands begin at a stake on top of the ridge, where the lands hereby conveyed cornered with the lands of Jesse Davis and Smith heirs, thence north with the lands of Jesse Davis 62 $\frac{2}{3}$ rods to the lands of Anne Poe heirs, thence east about 70 rods to a corner, thence in a South westerly direction to the sectional line, thence west with the sectional line about 57 rods to the beginning corner. All of the lands herein conveyed, contain 45 $\frac{1}{2}$ acres more or less, and being in James County Tennessee; It appearing that the defendant

Saturday February 14, 1914

W.V. Swisher recd \$157⁰⁰ from estate of her father. It is further ordered and decreed by the Court that the defendant pay into the Court the sum of \$157⁰⁰ and all costs of this cause, within 60 days after the adjournment of this term of Court, and in case he should fail to pay the same in said time, then the C. & M. is hereby directed to pay the same out of any funds or any monies or any deposits in said bank after the costs are paid, if not so paid, then he will advertise & sell sufficient amount of the personal property attached in this cause to pay said sum and the costs of this cause, and if not enough of the personal property to pay the same, he is authorized, & directed to sell what is known as the home place attached in this cause belonging to the defendant by advertising it according to law and selling the same to the highest bidder which sale shall be on 6 and 12 months credit in favor of the equities of redemption homestead and dower, taking from the purchaser notes with approved security bearing interest from date, retaining a lien on said land, the sale however to be for 25% cash in hand. Upon application of Trayner & Smith, Sol. for Complainant a lien is declared upon the \$157⁰⁰ judgment in favor of Complainant, for their reasonable attorneys fees as Sol. for Complainant. The Clerk & master will make and certify to Complainant a deed conveying said real estate to her or give to her a certified copy of this decree as a muniment of title to said land. She paying the legal fees for same. The Clerk & master will pay the \$157⁰⁰, when paid in by defendant to Trayner & Smith, Sol. for Complainant. The master will report his action in this cause to the next regular term of this Court until which time all other matters are reserved.

Attest }
 A. Trayner Sol for Compt
 J. E. Threlk Sol for Deft

February Term, 1914,
Chambers' decree

J. G. Bell et al.

Claude Gray et al.

3

It is ordered by the Court that the Clerk & master will hear proof and report:-

Who are the owners of the land sought to be sold and the respective interest of the parties therein,

2nd Whether the premises are so situated that Partition thereof cannot be equitably made & would it be to the advantage of the parties to sell same for division

3rd Would it or not be to the interest of the parties & especially the minors to allow the widow to take 1/3 of the proceeds of sale of land in lieu of her homestead & dower - The Clerk & master will forward report & papers to me when proof is taken. March 30th 1914

J. C. Allen, Chancellor,

J. G. Bell et al.

Claude Gray et al.

Masters Report:-

The undersigned would respectfully report that in obedience to a decree made in this cause requiring him to report:

- 1- As to the rights, titles and interests of the various parties in and to the land described in the bill.
- 2- As to the manifest advantages of a sale rather than a partition.
- 3rd As to who are the owners of the premises sought to be sold.
- 4th As to the widow accepting a child's portion of the realty in lieu of homestead and dower.
- 5th As to encumbrances, if any.

He has considered the proof taken in the cause and reports as follows:-

1st That Solomon Bell died intestate, seized and possessed in fee of the tract of land described in the bill, and that it descended to his heirs in the manner and to the extent declared in the bill, and as to the third item to be reported on that it descended to his heirs as follows: the widow is entitled to a homestead and dower, and that there are 7 sets of heirs who are the owners of the fee, 1st Walter Gray, 2nd Frank Gray, 3rd Abner Gray, 4th Claude Gray, are the owners of their several matters one seventh share, each of them being the owner of a one twenty eighth share, The second heir Mrs. S. J. Green is entitled to a one seventh of the fee, The third heirs Mable Foster, Grace Hodges, and Nattie Nelson

February Term 1914.

are entitled to their masters one seventh share each of them being entitled to a one twenty first share of the fee, their father Jas. Wilson being willing to waive his right to Curtesy. The fourth heir, Callie M. Robb is entitled to one seventh of the fee. The fifth heir William Bell a son, deceased, and left the following children Lellie Mae, Ollie, Bernice, Mittie Lee, Aurelia, and Nellie who own their fathers one seventh share, each of them being entitled to a one forty second share in the fee. The sixth heir is John W. Bell being the owner of a one seventh of the fee. The seventh heir is J. G. Bell who is entitled to one seventh of the fee. The widow is entitled to accept a child's portion of the proceeds in lieu of homestead and dower and it would be manifestly to the advantage of all of the parties for her to be given a child's portion in lieu of said homestead and dower (See deposition of J. G. Bell A. K. Poe & D. W. Marshall)

- 2 -

It would be manifestly to the advantage of all of the parties for said premises to be sold instead of partitioned, (see depositions of J. G. Bell A. K. Poe and D. W. Marshall)

- 3 -

There are no encumbrances on said real estate except the taxes for the year 1914

Respectfully submitted,

D. W. Marshall, Clerk & Master.

J. G. Bell et al.

vs

Clara Gray et al.

This cause on to be heard at Chambers Court Gray et al. On this the 11th day of April 1914, before the Hon. W. C. Allen, Chancellor, upon the Bill and Answer of said Gray et al. and the report of the Master and the proof, and especially upon the report of the Master which report is as heretofore entered of record.

Said report being unexcepted to is by the Court in all things confirmed.

- 2 -

The Court being satisfied that the facts are as set out in said report, the respective rights and interests of the parties are adjudged and settled accordingly, the share of each party being as reported by the Master.

- 3 -

It is therefore ordered and decreed by the Court that said tract of land be sold for partition and that the Master sell the same according to

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February Term 1914.

law for 10% Cash-in-hand, and the remainder on a credit of six and twelve months in two equal payments to the highest and best bidder, taking notes with security drawing interest from date and retaining a lien on the land for further security, Said tract is described as follows: 120 acres more or less, in the "old eight" district of James County Tennessee, being the north east fourth of the South west quarter of Section 24. Township four. Range two, west of the basis line Decece District, bounded on the north by Levi Lewis and Thos. Esperson, East by Bob Stevens and A.K. Poe, South by A.K. Poe and west by Kershaw and A.K. Poe.

- 4 -

The Master will report his action to the next term of Court until which time all further questions are reserved.

V. C. Allen

Chancellor

In the Chancery Court of James County Tennessee,
 State of Tennessee for use of self. }
 vs. James County Tennessee. }

Jennie Reading et al }

This cause came on to be heard on the 14. day of February 1913. before Hon. V. C. Allen, Chancellor, Presiding; on the Original Bill, which included the "Whiteside Heirs" among the defendants, in the matter of back, delinquent taxes on Real Estate, Mineral ^{interest in} lands, in James County Tennessee and more fully set out in the bill and exhibits, to which reference is made; but being all delinquent taxes owed by the Whiteside Heirs to James County Tenn. for land in said County.

When E. J. Nolan, atty., not waiving service or entering appearance for the Whiteside Heirs but appearing for compromise only; and there having been no personal service on said heirs and that they were not named personally in the advertisement, as should be done to bind them in law or equity; and offered the sum of (\$25.00) Twenty five dollars in full of all taxes, penalties and cost of every kind, owed by the Whiteside Heirs to 1912, which was not delinquent. This offer being duly accepted in open court, with the approval of the Chancellor.

It is therefore ordered, adjudged and decreed that the sum of Twenty five dollars (25) be accepted in full and complete settlement of all claims for delinquent taxes, penalties and cost to Feb 14, 1913. Owed by said Whiteside Heirs.

July 8th, 1914
 approved.

J. P. Ramsey, atty.
 for et al of Tenn of James County.

E. J. Nolan, atty for
 Whiteside Heirs

February Term 1914

458
 Julia R. Stinson, et al. }
 vs } No. 458 in the Chancery
 C. A. Neaton, et al. } Court at Ottawa, Tenn.

Now comes the parties to this cause by their Attorneys and enter the following decree: It is agreed that on or about the 20th day of August, 1909, Complainants Julia R. Stinson and husband, L. J. Stinson, sold, transferred, and conveyed unto defendants C. A. Neaton and wife, Annie Neaton, a one-half interest in the following described Real Estate in the 4th Civil District of James County Tennessee to wit:

Beginning at an ash tree on the Bank of the branch running with S. P. Runyan's line up the branch to a Walnut tree; thence across the branch running with L. J. Stinson's line, to the public road and continuing the road to a big gate on the side of the road; thence with S. P. Runyan's line to the beginning.

On this Real Estate there is located a mill which was sold to defendants.

Also Complainants sold, transferred and conveyed the following described Real Estate in the same District and County, to wit: Continuing the line from the Walnut tree spoken of in the above description crossing the public road; running with L. J. Stinson's line to corner of School House lot, also corner of land of L. J. Stinson and S. P. Runyan; thence with said Runyan line south to S. J. Runyan corner; thence south east crossing the road to a big gate; thence up the public road to the beginning.

Also Complainants conveyed to defendants the following described Real Estate in the same County and District, to wit: Land bounded on the South by Holmes, on the North by Burgers, on the East by Smith v. Beavers; West by T. J. Smith: this piece of land being known as the "Card wood land" containing 160 acres, more or less.

Complainants executed proper warranty deeds transferring and conveying the above described Real Estate at the time transfer was made.

It is further agreed that the purchase price was not fully paid at the time the transfer was made, and that Complainants have an equitable lien on said Real Estate for balance of purchase money, although in the face of the deed executed no Vendor's Lien was retained. It was, however, the intention of the parties that there should be a lien on the Real Estate to secure the balance of the purchase money. It has further been agreed between the

February Term 1914

that the balance of the purchase money is \$150.00, to secure the payment of which the Complainants have a lien on the Real Estate above described.

It is, therefore, ordered, adjudged, and decreed by the Court that Complainants have and recover of the defendants \$150.00 with interest thereon from May 1, 1914, and that there be and hereby is declared a first lien on said Real Estate to secure the payment of said purchase money, balance due being \$150.00. Defendants are given 60 days from May 1, 1914, in which to pay this judgment of \$150.00 and the costs of the cause, together with accrued interest on said judgment. If said \$150.00 costs and interest are not paid within the 60 days from May 1, 1914, then the Clerk & Master will proceed to advertise the above described Real Estate for sale as required by law, and he will sell said Real Estate pursuant to said advertisement on credit of 6, 12, 18 and 24 months, taking from the purchaser 4 notes in equal amounts, maturing 6, 12, 18, and 24 months after date, bearing interest from date at 6%, secured by lien on the above described Real Estate, and also by two or more solvent sureties. The Master will first collect from the purchaser, before making settlement, an amount sufficient to pay all the costs of the cause, taking notes for the balance as above described. Said property will be sold in bar of the equity of redemption, homestead, and dower. Should said Real Estate bring more than sufficient to pay this judgment, costs, and interest, the balance will be paid to defendants or their order, or to their Solicitors of record. Execution may issue for the collection of said costs and judgment.

OK, W.E. Wilkerson

Solicitor for Complainants,

OK, J.E. Thatch

Solicitor for defendants,

W.E. Cain,

vs

Engue Phillips et al.

} No. 467 in Chancery Court of
James County, Tennessee.

The motion of defendants Engue Phillips and Mrs. G.P. Wells, in the above styled Cause, came on for hearing by agreement of Solicitors for both sides, at Chambers before the Hon. V.C. Allen, Chancellor, etc., on the 18th August 3, 1914, to dismiss the bill of the Complainants as to them upon the grounds set out in said motion, and, after consideration of said motion and, consideration of briefs filed by the Solicitors for the respective parties, and upon a consideration of the whole record in the Cause, the Court is of the opinion that the motion of said

February Term 1914

defendants is well made and should be sustained, the bill failing to make out a case as to them entitling Complainant to equitable relief.

It is therefore ordered, adjudged, and decreed by the Court that said motion to dismiss be sustained and said bill is hereby dismissed as to defendants Eugene Phillips, Deputy Sheriff, and Mrs. L. P. Kelly.

Complainant will pay all the costs incident to making these defendants parties to his original bill, for which Execution may issue.

Thereupon the Court adjourned until the next regular term

V. L. Allen, Chancellor.

Friday, August 14, 1914,
Caption of the Minutes of the Term,

State of Tennessee

Be it remembered, that at a regular term of the Chancery Court, for James County, begun and held at the Court House in Colton, on the first Friday after the second Monday in August 1914, present and presiding the Hon. V. C. Allen Chancellor of the Twelfth Chancery Division, the following proceedings were had:-

Masters Financial Report.

To the Hon. V. C. Allen, Chancellor, etc., I submit the following report of the amount of money in my office and the causes to which the several sums belong, not including Cash:

- Jennie Baker et al vs W P Gamble et al. \$ 28.46.
- This sum belongs to the minors in the case.
- J. G. Bell et al vs Claude Gray et al. \$ 100.00.

This sum is 10% of the purchase price bid for land described in the bill, and sold by order of the Court.

Respectfully Submitted

This the 14th day of August 1914

J. Marshall C. M.

465

- D. C. Fagala et al }
 - vs }
 - Mrs Lillie Watkins }
 - and }
 - Mrs Lillie Watkins et al }
 - vs }
 - D. C. Fagala et al }
 - Bill & Cross Bill

It appearing to the Court that Dural Fagala one of Defendants has not been served with subpoena to answer, it is ordered that an alias subpoena to answer issue to D. C. Fagala, returnable to the Oct. 1914 Rule Day - On application the other Defendants to the Cross-Bill are allowed 30 days in which to answer so as not to delay

O.K.

J. E. Mayfield Sol for Complts.

O.K.

Jno. C. Ramsey Sol for Defs & Cross Complts.

August Term 1914.

Callie A. Ford }
 vs } No. 464.
 Joe Ford et al. }

In this cause, on motion of Complainant, the Master is ordered to hear proof and report in restraint:

- 1st: What Real Estate the minor defendants own and what personal property, if any, and its value.
- 2nd: What is the reasonable value of their interest in the lands which is sought to be sold in this cause.
- 3rd: Whether the price offered by the Complainant in this cause is a fair and full price for their interest in said land, and whether or not it is manifestly for their interest to ratify and confirm said sale.

The Master will examine unquestionable witnesses and report from the proof of the facts. The time and place of taking said proof is fixed at the Master's office at 10 A.M. Aug. 14, 1914, and no other or further notice of the taking of the same will be required except the spreading of this order of record.

Callie A. Ford } No. 464.
 vs }

Joe Ford et al. } In the Chancery Court at Baltimore.

This cause came on to be heard on this 14th day of Aug. 1914, before the Hon. V.C. Allen, Chan. Clerk, upon the whole record in the cause including the order of reference and especially the Master's report made in obedience thereto. Which report is as follows: -

Callie A. Ford }
 vs } Masters report as to Confirmation of sale.
 Joe Ford et al. }

In obedience to a decree made in this cause at the present term of this Court requiring me to hear proof:

- 1st: As to what property the minor defendants own;
- 2nd: The reasonable value of their interest in the land which is sought to be sold;
- 3rd: Whether the price offered is a fair and full one; and as to the manifest interest to confirm said sale.

I have examined three disinterested witnesses and report as follows: - The property sought to be sold is only property owned by the minor defendants;

- 1st: It is reasonably worth about \$75. to \$85-
- 2nd: The price offered by the purchaser in this cause is a fair and full one, and it is manifestly for the advantage of the minor defendants that the sale be

August Term 1914.

ratified and Confirmed; as the interest on the funds would be worth more to them than the income of the land. See depositions Luther Green Sam McCrary, & A.P. Gambler

Respectfully Submitted
J.S. Marshall, C.M.

This Aug. 14, 1914

And said report being unexpected to is by the Court in all things ratified and Confirmed and the sale of the said Minors interests in said ~~land~~ ^{land} made by their mother to Jesse Ford is adjudged to be a good one and the same is ratified and Confirmed.

It is therefore ordered adjudged and decreed by the Court that all the right title interest and claim of minor heirs, Joe Ford, Mattie Ford Michael & husband, Joe Michael, Nellie Ford & John Ford, in and to said land in both law and equity be divested out of them and each of them and be vested in the said Jesse Ford upon the payment of said sum of \$85.⁸⁵

The master will make acknowledge for registration and deliver to said Jesse Ford a deed conveying to him said Minors $\frac{1}{7}$ of $\frac{1}{3}$ interest in said land or will give him a duly Certified Copy of this decree as a memorandum of title at his election he paying the legal fees therefor. The purchaser, Jesse Ford, and the surety W.H. Haven will pay all cost of this cause including atty. fees, for which execution will issue. The said purchaser will pay said sum of \$85.85 to the master in this cause. And it appearing to the Court that the mother of said minors defendants, Callie Ford, is a good and responsible person. The Master is directed to pay said sum of \$85.85 to her to be expended for the use and benefit of said minor defendants.

W.H. Hinde, }
v. } No. 453, in the Chancery Court
J.T. Heaton et al. } at Ooltwood, Tenn.

This cause came on for hearing before the Hon. V.C. Allen, Chancellor, etc., presiding over the Chancery Court, at Ooltwood, James Co., Tenn., on Friday, August 14, 1914, when same was continued upon the application of the defendants.

453

466

James Havens et al }
vs. } In this cause the Complainants are
Sam McCrary et al } allowed to file an amended bill, so as
bring in additional parties, or amend their bill for that purpose, so as to meet the new facts set up in the defendants answer. The cause is continued till next term.

August Term, 1914

461 }
 Jennie Baker et al. }
 vs }
 A. P. Gamble et al. }
 In this cause it is made to appear to the Court that a small fund, realized from the sale of some rents, is in the hands of the Clerk and Master and that there are two sets of minors children whose mothers are living and that share of each will be much less than \$150⁰⁰. It is therefore ordered by the Court that the master will pay, the share of each of said minors to their mother respectively, taking the receipt from said parent, the said fund to be expended by the parent for the benefit of said minor.

469 }
 M. Rumley Co. }
 vs }
 W. H. Steward et al. }
 In this cause it was made to appear to the Court that the same had been adjusted and finally settled and that the costs had been paid in full by M. Rumley Co. through their solicitor, J. E. Thatch.

It is therefore adjudged and decreed by the Court that the injunction be dissolved and the bill dismissed. The bill of costs therefore paid having included sufficient costs for the entry of this record.

Rachel Swisher }
 vs } No. 455-1
 W. W. Swisher et al. }
 Chancery Court James C. Yum
 Do the Hon. V. C. Allen, Chancellor, etc.
 In compliance with the decree in the above styled case, at the February Term 1914, of said Court the undersigned reports,
 that the judgment, for \$157⁰⁰ and costs of the cause has been paid, also that Complainant, Rachel Swisher, has been given a deed by the master to the 45 1/2 acres of land given to her by said decree,
 This August 14, 1914, - Respectfully submitted
 J. S. Marshall, C. M. -

462 }
 Tennessee Power Co. }
 vs } No. 462.
 J. D. Roach. }
 This cause came on for hearing before the Hon. V. C. Allen, Chancellor, on the 14th day of August, 1914, and it was made to appear to the Court that an order had been made at a previous term of Court for the complainants to prepare the cause for trial at the present term of Court or the bill would

August Term 1914

be dismissed. It further appeared that the cause had not been prepared for trial and it is therefore adjudged and decreed by the Court that the injunction be dissolved and Complainants' Bill be dismissed and that the Complainants and its surety, Chas. S. Mayfield pay all the costs of the cause.

463

J. G. Bell et al
vs
Claude Gray et al. } No. 463.

This cause came on to be heard on this the 14th day of August, 1914 before the Hon. V. C. Allen, Chancellor upon the whole record in the cause including the decree of sale and the master's report made in obedience thereto which report is as follows:-

J. G. Bell et al
vs
Claude Gray et al. } In Chancery Court

In this cause the undersigned respectfully reports that he, pursuant to an interlocutory decree pronounced herein at the Chambers and entered as of the February term, 1914, after advertising and giving the notice required by said decree, proceed on the 28th day of May, 1914, in front of the Courthouse, door in Ooltowah Term, to sell, at public auction to the highest bidder, and in bar of the equity of redemption, the property mentioned and described in the pleadings and in said decree, when A. K. Poe being the highest, best, and last bidder, became the purchaser of the land known as the Solomon Bell homestead, in the 4th Civil District of James County, Tennessee, and described as follows:- 120 acres more or less, being the north east quarter of the south west quarter of section 24, Township 4, Range 2, west of the base line Sevier District, beginning at the North West Corner, bounded on the north by Levi Lewis and Thomas Eperron, East by Bob Stevens and A. K. Poe, South by A. K. Poe, and west by Henshaw and A. K. Poe at the price of \$1000.00, who complied with the terms of the sale by paying in hand \$100.00 and for the remainder of the purchase money executed two notes, each for \$450.00 due respectively 6, and 12, months after date, and bearing interest from date. With J. L. Poe and J. Y. Sims security thereon, and a lien retained on the premises as further security.

August Term 1914

All of which is respectfully submitted this 28 day of
May 1914 J.S. Marshall Clerk & Master,

And said report being unexcepted to is by the
Court on motion of Complainant, in all things confirmed.

It is therefore ordered adjudged and decreed by
the Court that all the right, title, and interest to all
of the parties to this cause, whether Complainants or
defendants in and to said tract of land be divested
out of them and each of them and be vested in the
said purchaser, A.K. Poe, subject to a lien on the real
estate for unpaid purchase money.

The Clerk and Master will make acknowledge
for registration and deliver to the said A.K. Poe
a deed conveying said tract of land to him or will
give to him a duly Certified Copy of this decree as a
minimant of title, he paying the legal fees therefor.

It being made to appear to the Court that there are
some minor children whose shares are very small
and that the parents of said children one or both
are living and that the share of each minor will be
much less than \$150.00 and to avoid the expense of
a regular guardian and protect the master in
the distribution of said funds it is ordered that
the master will pay to the parents of said minors
the distributive share belonging to each minor to
be used for the benefit of said minor, taking a
receipt therefor from said parent.

In the distribution of said funds the master
will as heretofore decreed distribute to the widow in
lieu of her life estate one share, or child's part, and
the remainder will be distributed according to the
rights of the parties after payment of costs and
attorneys fees.

The master will retain the costs of the cause
including solicitors fees, which shall be as follows:-
to the Complainants solicitor J.E. Hatch a fee of \$100.00,
and to the guardian ad litem John B. Hoyle a fee of \$10.00

Olivia Rains

vs

W.F. Rains

No. 451 - Divorce

Be it remembered that this cause came on be-
fore the Hon. V.C. Allen, Chancellor & on this
the 14th day of August 1914, upon the Report of the
Commissioners ordered at the last term, for the
purpose of setting apart to complainant a
homestead in the lands of deft. set out in
the pleadings, and there being no exceptions to

August Term 1914,

said report, but from the plot filed in the case it appears that there are errors in the calls as to the points of the Compass, and it appearing that said errors are merely clerical & can be corrected it is ordered by the Court that the Master will correct said errors and when corrected that said report is in all things confirmed. It is therefore ordered adjudged & decreed that Complainant be & is hereby devoted & decreed the right to have the use & possession of said land for & during the term of her natural life as a "homestead" and it further appearing that the lands set out in said report were rented for the present crop year to one Samuel before the decree entered; and it further appearing that Duff was to receive $\frac{1}{3}$ of the rents in kind for the use of the land & one third for the use of stock to tend the said land, it is therefore decreed that Complainant receive one third of the crops raised on the 22 acres set apart to Complainant, & it is therefore ordered & adjudged that if possession of said land be not surrendered to Complainant by January 1st 1915 then the Master will issue a writ of assistance to put Complainant in the possession of said 22 acres of land set out in said report. Said report is in the words & figures to wit:—

Report of Commissioners.

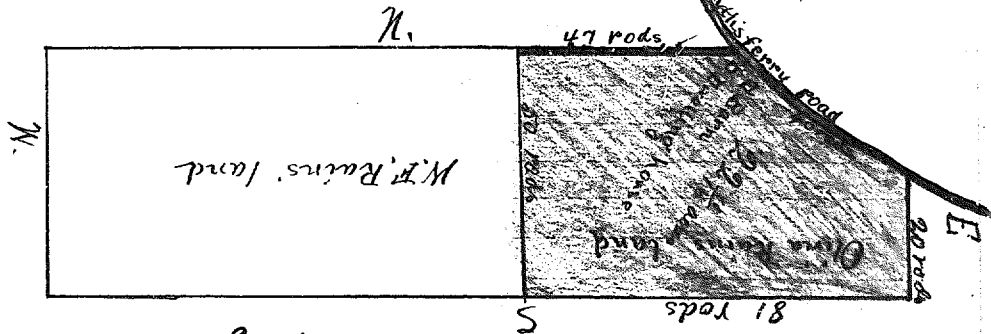
To the Hon. V. C. Allen, Chancellor:— We your commissioners appointed to allot and set apart a homestead of \$1000.⁰⁰ for Olivia Rains out of the lands of W. F. Rains, situated in the first district of James County Tenn., after being duly sworn, went upon the land of the said W. F. Rains on the 4th day of Aug, 1914, and allotted and set apart said homestead as follows, a plat of which is hereto attached:— Beginning at the Blyth's ferry road at the corner between John Burdett and W. F. Rains, running N. 70 degrees N. 47 rods to a hickory tree, allowing a right-of-way of 14 feet between John Burdett and W. F. Rains, as an outlet to and from the said W. F. Rains farm; thence S 20 degrees N. 50 rods to Martin's line; thence E. 70 degrees S. 81 rods; thence N. 20 degrees E., 20 rods to the Blyth's ferry road; thence with the Blyth's ferry road to the beginning corner, the dwelling house and the out house buildings included, containing twenty-two and eleven-sixteenths acres more or less.

S. F. Gamble }
W. H. McCallie } Com.
D. A. Stanfield }

August Term 1914

I certify that the above is a correct report of the proceedings of the Commission and the Commissioners were duly sworn.

D. A. Staunfield, County Surveyor
 Plat of Olivia Rains' Homestead



Costs

D. A. Staunfield, Surveyors fee, writing description and making plat. \$18.00
 Hayes McCallie, one day 1.00
 Lucten Gamble, one day 1.00
 D. A. Staunfield, County Surveyor,

N. H. Bowman,

N. H. Mitchell et al
 and
 N. H. Mitchell et al.

N. H. Bowman and wife

No. -
 Decree Confirming Sale of Land

This cause came on, this August 18, 1911, before the Honorable V. C. Allen Chancellor etc. upon the whole record in the cause, including the decree of sale and the masters report made in obedience thereto, which report being unexcepted, to is hereby in all things ratified and confirmed by the Court upon the motion of Cross-complainants' solicitor.

It is therefore ordered, adjudged and decreed by the Court that all the right, title, estate, claim and interest both in law and equity of defendant N. H. Bowman, and wife Laura Bowman and of all other parties to this suit in and to the land described in said report, and more particularly herein after described be, and the same is hereby divested, out of them, and each of them and be and the same is hereby vested absolutely and in fee simple in said purchasers N. H. Mitchell and J. A. Hall, subject to the lien retained for the unpaid purchase money. Said land is described as follows: Beginning at the N. W. corner of the

August Term 1914.

S. W. Quarter Section (8) Eight (Sta. 1); thence S. $67\frac{1}{2}^{\circ}$ E 1067 ft. to Station 2; thence N. 5° E. 125 ft. to Station 3; in the center of Wolfcreek Creek; thence up the creek with its center to where this line intersects the Quar. Section line. we started on to Sta. 4; thence S. $67\frac{1}{2}^{\circ}$ E. 74 ft. to the East bank 4 feet above low water mark to station 5; thence S. 72° E. 565 ft. along the East bank of said Creek 4 ft above water line to a point in the bend of the creek 4 ft above low water mark to Station 6; thence S. 76° E. 202 ft. to Station 7 in center of road. thence N. 85° W. 533 ft. to Station 8, in center of Creek; thence up the creek with its center to Station 9 fifteen (15) feet below mill dam; thence at right angles to flow of creek to Station 10 on East bank; thence up and along the East bank (590) feet to Station 11; thence across the creek to Station 12 at double ash tree on west bank; thence westwardly along the line between N. H. Mitchell & J. M. Brown 1014 ft. to Sta. 13 at the S. W. corner of the S. W. Quar. of Section (8) eight; thence N. $22\frac{1}{2}^{\circ}$ E. 2640 ft. to Station 1. at the beginning. Situated in Township (4) four, Range (2) two, West of Basis line Cross district, containing 100 acres more or less.

And it further appearing to the Court that said N. H. Bowman and wife are jointly indebted to said purchasers N. H. Mitchell and J. A. Hall by decree in this cause in the sum of \$ — which in cludes interest on said decree up to this date, and that said purchasers did in compliance with the decree of sale in this cause execute their joint notes each for \$3600⁰⁰ for said land and that after the payment of the cost of said cause and the fee allowed to Jno. C. Ramsey, solicitor for Cross-Complainants, the balance of said purchase money will not satisfy said decree and judgment in this cause in favor of said purchasers, it is ordered by the Court that the Master Credit said judgment in favor of said purchasers against said Bowman and wife with the amount of said purchase money notes, and cancel said note against said purchasers as being fully satisfied by said Credit on said judgment in their favor in the cause. It is further ordered by the Court that said purchasers pay into Court only an amount of their said bid as will satisfy said costs of the cause and said attorney's fee. It is ~~decreed~~ ^{ordered} by the Court that said Cross-Complainants have and recover of N. H. Bowman and — — — his sureties upon his prosecution bond all the

August Term 1914,

costs of the Cause for which let execution issue as at law. Said purchase money for said land having been satisfied as aforesaid, upon demand therefore and payment of the legal fee for the same, the Clerk and Master will make, acknowledge for registration and deliver to, said W. H. Mitchell and J. A. Hall a deed conveying said land to them as aforesaid, or will give to them a duly certified copy of this decree, as a muniment of title. Upon application therefor a writ of possession will issue to put said purchasers into possession of said land and property by them purchased as aforesaid.

Any balance of purchase money left over and above said cost, attorney's fee and the amount of said decree in favor of Cross-complainants W. H. Mitchell and J. A. Hall will be paid to said W. H. Bowman or his order.

I Jno. Ramsey hereby acknowledge full payment and satisfaction of the fee above herein mentioned, and hereby release and relinquish my lien above herein declared for said fee.

Jno. Ramsey Atty.

It duly appearing to the satisfaction of the Court that the Court house in Ottawa, Ont., was on the 9 day of March 1913 destroyed by fire and all the records in the Clerk & Master's office were destroyed including the original entries and decrees in the above styled Cause it is on motion of defendants solicitor ordered by the Court at this the Aug. term 1914 of the Chancery Court that this decree be entered of record the same being a substantial copy of the original decree entered in the Cause at a former term of this Court.

W. E. Cain.

vs

Engene Phillips, et al

No. 467.

In this cause it appeared to the Court that the bill had been dismissed by a former order as to the defendants Engene Phillips and Mrs. E. P. Kelly, and that process had been served on the defendant, Marion Argo according to law requiring him to appear and make defense, and that the said Argo had failed to appear and make defense within the time required by law and it is therefore ordered and decreed that judgment pro confesso be had against the said Marion Argo and the Cause set for hearing ex parte as to him. The Cause then came on for further

August Term 1914.

After hearing upon the bill, said judgment pro Confesso, the Court is of the opinion that the said Argo is indebted to the Complainant, N. E. Cain in the sum of \$74.95.

It is therefore adjudged and decreed by the Court that the Complainant recover of the defendant Argo the sum of \$74.95 and all costs of the cause except the costs already here before adjudged against Complainant by reason of having made the said Phillips and Mrs. Wells parties.

A lien is hereby declared against the recovery in favor of T. E. Hatch, Complainant's solicitor, for the sum of \$15. Which is adjudged to be reasonable as a fee to said solicitor.

Nos. 443, 444, 445, 446, 447 & 448

State of Tennessee for itself
and for the use of James County
Tenn.

Lafayette Stiles, Heins et al.
Mrs. U. S. Steel et al.
Fannie Redding et al.
Mary Huffman et al.
W. A. Beck's Heirs et al.
Ed. Huckabel et al.

This cause on to be heard
on this August 14, 1914, before
Chancellor V. C. Allen,

I

upon the pleadings and proof,
and the report of the master,
which report is as follows:-

Report of master.

In obedience to a decree heretofore made in this cause, that a reference be had to the Master to ascertain and report to the next term of the Court the amount of taxes, penalties, fees, costs, and interest, and all other legal charges due on said property, and show the respective interest of the State of Tennessee, and of the County of James, in said taxes, etc.

I report that the tax books, records, and original bills in these cases were all destroyed in the fire which burned the Court House in Oakwood on the morning of March 29th 1913, and all that I have from which to compile a report is the supplied papers, which were filed at the August term 1913. And from said supplied bills and papers I have prepared a sheet for each of the aforesaid bills, showing the amount of taxes, penalties, fees, costs, and interest, due on the property of each respective defendant, also the respective interest of the State of Tennessee and the County of James, and said sheets are made a part of this report to which reference is had.

July 14, 1914.

Respectfully submitted
J. S. Marshall C. & M.

August term 1914.

I I.

And said report being unexcepted to is by the Court in all things confirmed, And the Court being satisfied that the facts are as set out in said report, that the taxes, costs, fees, penalties and interests accumulated against the following tracts or parcels of real estate, farms, mineral and City properties are correct,

443

No. 443.

Lafayette Stulee, heirs	3. dist.	14 acres	
James Wolf	8 "	80 "	
E. J. Bowman	6 "	7 "	
Lillian Latta	6 "		One lot
S. W. Latta	6 "		" "
Wesley Douglass	10 "	5 "	
Sarah Lowery	10 "		" "
Lewis Brown's heirs	1 "	20 "	
R. C. Bell	1 "	40 "	
C. N. Young	4 "	80 "	
J. W. Loggins	6 "	40 "	
J. D. Loggins	6 "	40 "	
Summit City Imp. Co.	6 "	160 "	
" " "	6 "	40 "	
M. M. Wilhoit	7 "		One lot
" " "	7 "		" "
Nancy Huff's heirs	8 "	60 "	
Albert Smith's heirs	10 "	35 "	
Elizabeth Smith	10 "	35 "	
Unknown tract	10 "	40 "	

444

No. 444

Mrs. A. S. Steel	6 "	120 "	
Stoops, heirs	1 "	120 "	
A. C. Walker	6 "	10 "	
A. M. Ford's heirs	10 "	10 "	
Maggie Mass	10 "	36 "	
J. W. Clayton	6 "	119 "	
Book Beroggins	6 "	40 "	
Jaw Myrident	6 "	24 7/8 "	
F. H. Hughes	7 "	2 "	
W. H. Davis	9 "	20 "	
A. Kelley's heirs	10 "	1 "	
Geo. Maston	10 "	1 "	
W. M. McKissie	1 "	16 "	
- Shuck	4 "	40 "	
Ed. Gill	6 "	20 "	
G. N. Hill	6 "	80 "	
Orsoder heirs	10 "	2 1/2 "	
H. M. Wilson	9 "	30 "	

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unknown tract	6, dist.	160. acres
" "	6 "	22 "
No. 445-		
Fannie Redding	10 dist.	11 acres
H. H. McNabb's heirs	3 "	16 "
Jones Cate	10 "	one lot
Robt. Edwards	6 "	4 1/2 "
John Davis	4 "	160 "
Mary Evans	6 "	2 "
Jona Lowe	6 "	30 "
Jas. M. Mullins	6 "	86 "
J. M. Parker	6 "	80 "
J. J. Rich's heirs	6 "	120 "
Crawford heirs	8 "	40 "
Elijah Kibler	8 "	30 "
Emma Burwell	6 "	one lot
W. C. Davis	8 "	100 acres
Whiteside heirs	8 "	mineral interest in land
Doak Babcock heirs	10 "	10 "
Mrs John Barker	10 "	55 "
W. C. Lauer	10 "	60 "
John Walker	10 "	4 "
No. 446.		
Mary Huffman	9 dist.	5 acres
J. M. McDaniel	9 "	75 "
Ben Brown	10 "	2 1/2 "
J. J. Eldridge	9 "	70 "
H. F. Weston	3 "	100 "
J. N. Jolley	3 "	7 "
J. N. Pridmore	3 "	one lot
Norman Betts & Co	4 "	27 "
W. B. Newman	5 "	28 "
J. N. Parker	6 "	80 "
J. A. Kibler	8 "	10 "
Josiah Lumb	6 "	40 "
A. J. Nelson	" "	40 "
Crawford heirs	8 "	40 "
James Beard	1 "	40 "
Mrs R. R. Combs	3 "	25 "
T. M. Cot Nelson	6 "	48 "
J. O. Everett	6 "	45 "
H. W. Partin	6 "	40 "
Julian Brooks	10 "	7 "
No. 447.		
H. A. Beck's heirs	10 "	
M. A. Chapman	10 "	62
Jennie Robertson	10 "	Lots 7 & 8

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No. 447, Continued:

D. E. Overheart	5 ² Dist.	50 acres
W. C. Lewis	5 "	80 "
Mrs. Mary Huff	6 "	100 "
Bud Dutton	6 "	20 "
Sau Griffin	6 "	20 "
Emilie Kivion	6 "	30 "
James Milligan	6 "	40 "
W. M. Smith	8 "	31 "
James Arnold	3 "	5 "
Thos Smith heirs	3 "	60 "
Mrs Emma Poe	10 "	One lot
Mary Thornton	10 "	1/2 "
John Holder	3 "	25 "
Chas B. Bell	6 "	6 "
M. J. Gains	6 "	43 "
James Lane	6 "	
Unknown tract	2 "	60 "

No. 448.

Ed Hunkable	7 "	52 "
Lizzie Johnson	10 "	1 3/4 "
Jes Roberts	10 "	4 "
T. L. Loggins	6 "	34 "
W. M. Davis heirs	10 "	10 "
James R. Moore	10 "	160 "
W. H. Stone, heirs.	10 "	One lot
Josiah Vanwell heirs	10 "	136 "
William Arnold	10 "	
Alic Bradford	6 "	100 "
Mauerva Dutton	6 "	20 "
Hillis Suttles	10 "	
Mrs. Suttles	10 "	

III.

It is therefore ordered, adjudged, and decreed by this Court, that said tracts of land and lots and all real estate described herein and more particularly described in the bills, be sold for the taxes, costs, fees, penalties, interest &c., and that the Master sell the same according to law, on a credit of six months and in bar of the equity of redemption, and to the highest and best bidder, paying notes with security bearing interest from date, and retaining a lien on the respective parcels of land for further security.

The Master will report his action to the next term of the Chancery Court, until which time all other questions are reserved.

August Term 1914.

456

J. A. Biggs et al. }
 75 }
 Jesse Burgess et al. } Chancery Court of James County -
 - Decree -

Be it remembered that this cause came on to be heard by consent of parties before the Honorable V. C. Allen, Chancellor; on the original bill, and the answers of the parties, as heretofore supplied, and the proof. And the Court having fully heard the case; finds the issues in favor of the respondents, and decrees as follows, to-wit: - That the Complainants are not the owners of the one hundred and sixty acres of land as described, to-wit: Being the north-west quarter of section twenty-six, third township north, and third Range west of the Basis line.

And bounded West by Jerry Simms. But that the respondents Jesse and Joseph C. Burgess are the owners of the same; and that the respondents Yellow Pine Lumber Company at the date of the filing of this bill were in the rightful possession of the same under a contract with the owners; Jesse and Joseph C. Burgess'. It is therefore decreed by the Court that the bill of the Complainants J. A. Biggs, and wife Currie Biggs; W. H. Duggan and wife Dolly Duggan will be dismissed and that the injunction obtained by them against the respondents, enjoining them from cutting the timber and removing the same is in all things dissolved.

The respondents will have and recover off of the Complainants and their sureties on the Cost bond, J. N. Smith, and J. L. Wolf all the costs of the cause, for which an execution may issue.

The Court further decrees that the injunction heretofore and out in this case was wrongfully sued out, and that the respondents were wrongfully enjoined from cutting and removing the timber on said land, and a reference will be had to the Clerk & master to hear proof, and report what if any damage either of the respondents have sustained by reason of the wrongful suing out of said injunction. And a decree will be granted against the Complainants and their surety on the injunction bond J. N. Smith and J. L. Wolf for the amount of damage as ascertained; On application of Jesse and Joseph C. Burgess they are permitted to withdraw from the file, their title papers to-wit: Exhibit (A) (B) (C) (D) (E) and (F) to the deposition of Jesse Burgess, being the deed from Wm. H. Burgess to Jesse and Joseph C. Burgess; The deed from Thos. L. Cate to Wm. H. Burgess; The deed from the Calloway to Thos. L. Cate; The report of W. H. McCamy, Trustee to the Chancery Court of the Calloway lands; The report of H. C. Beck of the Calloway lands sold prior to January, 1884; and Grant # 5844 from the State of Tennessee to Thomas H. Calloway. Received the foregoing papers. Jesse Burgess.

August, 14th 1914

Thereupon the Court adjourned until the next regular
term

To Allen Chancellor

Friday, February 12th 1915.

Caption of the minutes of the Term.

State of Tennessee:

Be it remembered that, at a regular term of the Chancery Court for James County, begun and held at the Court House in Ooltewah, on the first Friday after the second Monday in February 1915, present and presiding Hon. V. C. Allen, Chancellor, of the Twelfth Chancery Division, the following proceedings were had:

Masters Financial Report.

To the Honorable V. C. Allen, Chancellor.

I submit the following report of the amount of money in my office, and the causes to which the several ^{not including legal} sums belong:

J. S. Bell et al. vs Claude Gray et al. \$3,977.79
 this sum belongs to the heirs in the cause,
 Callie Ford vs Joe Ford et al. \$85.00
 this sum belongs to the minor heirs in the cause

Respectfully submitted, February 12, 1915.

J. S. Marshall C. M.

Maggie L. Neal }
 vs } No. 474.
 A. W. Neal. }

In this cause it is made to appear to the Court that process was served on the defendant requiring him to appear and make defense at the Feb. Rules of this Court, and that he has failed to appear and make defense within the time required by law. And upon motion of the Complainants a judgment pro confesso is taken against the defendant and the cause set for hearing ex parte as to him.

The cause then coming on for further hearing on this the 12th day of Feb. 1915, before the Hon. V. C. Allen, Chancellor, upon the original bill, said judgment pro confesso and the oral testimony introduced at the hearing, from all of which the Court is of opinion that Complainant is entitled to the redress sought. It is therefore ordered, adjudged, and decreed by the Court that the bonds of matrimony subsisting between the complainant and the defendant be forever dissolved and that the Complainant be granted all the rights and privileges of an unmarried person, and that she have the exclusive care and custody and control of her infant son, Jesse Neal.

It is further decreed that the defendant, A. W. Neal pay all the costs of this cause for which execution may issue.

February Term, 1915

476
 Alice Parkerson }
 vs
 J. J. Parkerson }

In this cause it being made to appear to the Court that the complainant and the defendant have agreed to settle the controversy out of Court or before the regular term of said Court, and the same being acquiesced in by complainant's solicitor, it is ordered by the Court that the original bill be dismissed, the Injunction dissolved and the Attachment dismissed.

It is further adjudged and decreed by the Court that defendant, J. J. Parkerson pay the costs of the cause for which execution may issue.

475
 Mrs. Lou H. Adams }
 vs
 Al Ball et al }

In this cause upon motion of the defendant the complainant is required to give additional security on the cost bond and it is ordered by the Court that the complainant will give a cost bond to be approved by the Clerk and Master or that the security already on the bond will justify to the satisfaction of the Court, on or before the April Rules, and in case the bond is not made satisfactory on or before said rule day or the law otherwise complied with, the cause will be dismissed.

473
 Thomas L. Poe }
 vs
 L. P. Long et al }

In this cause it is made to appear to the Court that this cause has been satisfactorily adjusted for the present, between the complainant and the defendants, before the regular term of Court and that the complainant's solicitor has been notified of the settlement and has agreed to the same. And it appears further that the costs have been fully paid by the complainant.

It is therefore ordered and decreed by the Court that the bill in this cause be dismissed without prejudice to the rights of the complainant to maintain another action for the collection herein sued for in case the same becomes necessary or he should so desire to do.

466
 James Harms et al }
 - versus -
 Samuel McCreary et al }

No. 466.

In the Chancery Court at Cottovick, Tennessee,
 In this cause it is ordered that the answer filed by Samuel McCreary to the original bill be also treated as his answer to the amended bill.

February Term 1915.

James Havens et al. } No. 466
 Versus } In the Chancery Court at
 Samuel McCrary et al } Ooltawah, Tennessee.

Reference to the Master as to a Sale.

The bill in this cause praying a sale for partition, but the facts not sufficiently appearing, it is ordered by the Court that the Master hear proof, and report instant.

- 1st. Who are the owners of the premises sought to be sold, and the respective rights, titles, and interests, of the parties therein, and what share or part belongs to each.
- 2nd. Whether the premises are so situated that partition thereof cannot be equitably made, or whether they are of such description that it would be manifestly for the advantage of the parties that the same should be sold, instead of partitioned.
- 3rd. Whether there are any encumbrances on the premises not disclosed in the pleadings; and if so, what, and to whom belonging.

James Havens et al } No. 466.
 Versus } In the Chancery Court at
 Samuel McCrary et al } Ooltawah Tennessee.

In this cause, it duly appearing to the Court that the defendants, Isabel McCormick, Grace Lawson, Addie Lawson, and Joe Lawson, have been regularly brought before the Court and made parties to the Complainants' original and amended bills, by publication duly made, and that the said defendants, Isabel McCormick, Grace Lawson, Addie Lawson and Joe Lawson, have failed to appear and make defense to said bill, within the time required by law; it is ordered that, as to them, Complainants' bills be taken as confessed, and the cause set for hearing ex parte. Thereupon, this cause came on further to be heard this day before the Honorable V. C. Allen Chancellor, upon the original bill, the answer thereto and upon the amended bill and answer thereto and upon the whole record in the cause including the report of the Clerk and Master, which report is in words and figures as follows; to wit:

Report of the Master as to Sale

James Havens }
 vs. } No. 466
 Samuel McCrary }

The undersigned would respectfully report that in obedience to a decree made in this cause, requiring him to report instant;

- 1st. Who are the owners of the premises sought to be sold, and the respective rights, titles, and interests, of the parties therein,

February Term, 1915.

and what share or part belongs to each.

2nd - Whether the premises are so situated that partition thereof can be equitably made, or whether they are of such a description that it would be manifestly for the advantage of the parties that the same should be sold instead of partitioned.

3rd - Whether there are any encumbrances on the premises not disclosed in the pleadings, and if so, what, and to whom belonging;

He has considered the proof which has been taken in the cause and reports as follows:

1st That Joseph McCrary died seized and possessed in fee of the tract of land described in the amended bill and that it descended to his heirs in the manner and to the extent declared in the amended bill. (Depo. of Charles Haven page 1) as follows; Callie Ford, Mary McCormick and Samuel McCrary each owns an one-sixth ($\frac{1}{6}$) interest as tenants in Common. James Haven, Hobart Haven and Lillie Haven each owns an one-eighteenth ($\frac{1}{18}$) interest as tenants in Common. Mrs Bessie O'Rourke, Ezena Francis McCrary and William E. McCrary each owns an one eighteenth ($\frac{1}{18}$) interest as tenants in Common. Addie Lawson, Grace Lawson and Joe Lawson each owns an one-eighteenth ($\frac{1}{18}$) interest as tenants in common (See amended bill and answer)

2nd The premises are such that partition thereof can not be equitably made, and it would be manifestly for the advantage of the parties that the same be sold. (Depo. of Chas Haven page 2 B. F. Davis v Lister Green page 1.)

3rd There are no encumbrance on the premises

4th Isabel McCormick has no interest in the property

Respectfully submitted February 12th 1915

J. Marshall, Crm.

And said report being unexcepted to is by the Court in all things confirmed. And the Court being satisfied that the facts are as reported by the Clerk & master, the respective rights and interest of the parties are adjudged and settled accordingly, the share of each party being as reported by the master. The Chancellor further finds that Isabel McCormick has no interest in the real estate described in the pleadings and so concurs with the Master, it appearing that Joseph McCrary died seized in fee and in possession of the land described and it further appearing that the said Isabel McCormick was not and is not an heir of the said Joseph McCrary. It is, therefore, ordered and decreed by the Court that said tract of land be sold for partition and that the master sell the same according to law, on the premises, on a credit of six, twelve, and eighteen months, to the highest and best bidder, except

February Term, 1915

fifteen per cent (15%) will be required in cash on day of sale to pay costs, commissions, attorney's fees etc. and for the balance taking notes with security drawing interest from date with approved personal security and retaining a lien on the land for additional security.

Said tract is described as follows:-

In the Second Civil District of James County, Tennessee and being the Northwest quarter and North-half of the Southwest quarter of Section Fifteen fractional townships Three North and Range Three west of the Basis line in the Deers District together with all appurtenances thereunto appurtenant including a certain strip for drainage purposes; said tract of land contains Two Hundred and Forty (240) acres more or less.

The master will report his action in the premises to the next term of this Court until which time all other questions are reserved especially questions as to payment of fees, distribution of funds, payment of taxes etc.

State of Tennessee for itself }
And for the use of James County }

vs. }
Lafayette Stutze, heirs et al }
Mrs. A. S. Steel et al. }
Fannie Redding et al }
Mary Huffman et al }
W. A. Beck, heirs et al. }
Ed. Huckabee et al }

No 443-444-445-446-447 and 448

In the Chancery Court at Collierville

February Term, 1915.

This cause came on to be heard this day before Chancellor Vol C. Allen, upon the whole record in the cause, including the decree of sale, and the Master's report made in obedience thereto, which report is as follows:-

Masters Report of Sale etc.

In this cause the undersigned respectfully reports that he, pursuant to a decree pronounced herein at the August term, 1914, after advertising and giving the notice required by said decree, proceeded on Saturday, the 7th day of November, 1914, in front of the Court house door in Collierville, to sell, at public auction, to the highest bidder, and in bar of the equity of redemption, the property mentioned and described in the pleadings and said decree, when Charley Knauff, became the purchaser of the following tracts, and parcels of land, to wit:

80 acres in the 8th district, owner James Wolf heirs for	\$12.25
7 " " " 6th " " " Ed. Geeman "	15.00
20 " " " 1st " " " Lewis Brown heirs "	12.90
40 " " " 6th " " " A. D. Loggins	21.00
40 " " " 10th " " " Not known	16.50

February Term 1915

2 acres in the 7th district, owner F.H. Hughes for \$11.85
20 " " " 6th, " " " Bud Denton 12.85

J.C. Heaton became the purchaser of the following tracts
Lots 7+8 Block 2, 10th dist, owner Jennie Robinson for \$8.05
10 acres in the 10th " " " Dock Ballou heirs " 8.15

W.A. Varnell became the purchaser of
120. acres in the 6th district, owner Mrs. A.S. Steel for \$95.00

Alta S. Stacey became the purchaser of the following tracts;
40 acres in the 4th district, owner - Charles for \$12.50
80 " " " 2th " " " unknown " 12.00

Each of the aforesaid purchasers complied with the terms of the sale by executing a note for the amount of his purchase, due six months after date and bearing interest from date, with security thereon, and a lien retained on the premises as further security.

All the other property set out in the pleadings was bid off by the State, at the amount of the taxes, penalties, costs, fees and so forth, accrued on each, as shown in the list of property sold, to which reference, for further particulars, is had, with the exception of the mineral interest of the Whiteside heirs, in lands in the 8th district, which was settled upon the payment of \$25.00 under a compromise decree heretofore made in this cause,

and these cases dismissed upon former orders, as follows, to wit; Josiah Varnell heirs, who held receipts for the taxes, and the cause dismissed as to them, and the costs adjudged against the County of Fannin, Reading on payment of taxes costs and fees \$10.00

J.M. Parker " " " " " " " \$28.63
John Mober " " " " " " " \$6.69
J.J. Ritchie " " " " " " " \$8.00

Which amounts less attorney fees \$20.00 are in my hands subject to the orders of the Court,

All of which is respectfully submitted this 12th day of February 1915

J.S. Marshall Clerk & master

And said report being unexcepted to is by the Court in all things confirmed, except as herein after mentioned. It is therefore ordered, adjudged, and decreed by the Court that all the right, title, and interest, of the defendants Lafayette Stiles, heirs, James Wolf, E.J. German, Lillian Lutter, S.W. Lutter, Wesley Douglas, Sarah Lowery, Louis Brown, heirs, R.C. Bell, C.H. Young, J.W. Loggins, A.D. Loggins, Summitt City Improvement Company, two tracts, W.M. Wilkett two tracts, Nancy Wolf's heirs, Albert Smith's heirs, Elizabeth Smith's heirs, and ten unknown 40 acre tract in Bill #43.

Mrs. A.S. Steel, the Staops heirs, H.C. Walker, A.M. Ford's heirs, Maggie Mass, J.W. Clayton Dock Scroggins, Dew Merideth, F.H. Hughes, W.W. Davis, O. Kelley's heirs, Geo. Marston, W.M. McKissic - Charles, Ed Gill, G.H. Hill, Bowler heirs,

February Term 1915.

N. M. Wilson, and two unknown tracts 160 acres and 22 acres respectively, in Bill No. 444.

N. H. McRobb's heirs, Jonee Cate, Robert Edwards, John Davis, Mary Evans, Jona Lowe, Jas. M. Mullins, Cravin heirs, Elijah Kibler, Emma Burwell, W. C. Davis, Book Balaw's heirs, W. C. Lanier in Bill No. 445.

Mary Huffman, J. M. McDaniel, Ben Snow, W. F. Heaton, J. N. Jolley, J. N. Pendergrass, Norman Pettice & Company, H. S. Norman, J. N. Parker, J. A. Kibler, Joseph Lumb, W. J. Nelson, Craven heirs, James Beard, Mrs R. R. Combs, F. M. Cornelison, J. O. Everett, W. W. Partin, and Julian Brooks, in Bill No. 446.

W. A. Beck's heirs, M. A. Chapman, Jennie Robertson McEverheart heirs, W. C. Lewis Mrs Mary Keith, Paul Denton, Sam Griffin, Emalie Kirion, James Michigan, W. M. Smith James Arnold, Thomas Smith's heirs, Mrs Emma Poe, Mary Thornton, John Holder, Ches B. Bell, M. J. Coins, James Lane, and an unknown 60 acre tract in Bill No. 447, and Ed Huckabell, Lizzie Johnson, Giles Roberts, T. D. Loggins, W. M. Davis heirs, James R. Moore, W. H. Stone, heirs and William Arnold, Alice Bradford, Manerva Denton, Willie Suttles and Mrs Suttles in Bill No. 448 - and all other parties to these causes, in and to said tracts of land, in both law and equity, be divested out of them and out of each of them, and be vested in the State of Tennessee as to all those tracts which was bid in by the State of Tennessee and that all the right, title, and interest be withdrawn of the defendants herein and all others whomsoever, and be vested in Charley Knauff, J. C. Neaton, ~~W. H. Stalce~~ & J. Stalce, subject however to the lien for the balance of the unpaid purchase money due to the State of Tenn, for itself and for the use of Jackson County.

The Clerk & Master will make, acknowledge for registration and deliver to said purchasers deeds conveying to said purchasers the tracts of land as purchased by them.

The Clerk & Master will further make, execute, acknowledge for registration, and deliver to any person whomsoever, ^{deeds,} upon such party or persons paying to the Clerk & Master the amount of money due to the State and Jackson County as costs, fees, penalties, and taxes which may have become due thereon.

The Clerk and Master is hereby directed to apply the proceeds of said sales of said lands; 1st To the payment of the costs of the causes herein, including a fee of five (\$5.00) dollars to be paid to R. P. Ramsey, the attorney filing the bills herein, for each tract or parcel of land herein sold, as provided in Chapter 37, Acts of 1911. 2nd To the payment of 10 percent of the amount of the taxes realized to R. P. Ramsey

February Term 1915

the attorney conducting the cause,
 3rd To the State and County taxes in preference to others
 4th To the municipal or taxing districts taxes, and
 5th The remainder, if any, shall be paid to the owner
 or owners of the land thus sold.

State of Tennessee for itself	}	No. 443-444-445-446-447
and for the use of James County Txs.		
Lafayette Stiles, heirs et al.	}	In The Chancery Court at Cottwald Tennessee, Feb. Term 1915-
Mrs. A. S. Steel, et al.		
Fannie Reading, et al.		
Mary Huffman, et al.		
W. A. Beck's heirs, et al.		
Ed Keckober et al	}	

This cause came on to be heard this day before the Chancellor Vol C. Allen, upon the whole record in the cause, including the decree of sale, and the Masters report made in obedience thereto, Wherefore, it appearing to the Court that the taxes penalties, fees, costs, etc., have all been paid as to the following tracts or parcels of land Fannie Reading, J. M. Parker, John Mosher, and J. J. Ritchie, and that the Whiteside interest was compromised on the payment of twenty five dollars, which has been paid into the Court, and that the owners of the following tracts held tax receipts showing that such land had been unjustly sold Josiah Varnell's heirs, and J. M. McDaniel (now owned by J. B. Hullender) Mary Acuff, F. H. Hughes, J. N. Parker's assessment being laid assessed to and paid by J. M. Parker, and the A. S. Steel land having been used for charitable purposes it is therefore ordered, adjudged, and decreed by the Court that the bills as to these tracts herein mentioned be dismissed, and the same is hereby dismissed, James County is hereby charged with the cost, including an attorney's fee of five dollars, of the causes in the lands assessed to Josiah Varnell heirs, and J. M. McDaniel, Mary Acuff, F. H. Hughes, J. N. Parker and Mrs. A. S. Steel, for which execution may issue.

4792
 J. J. Hogan }
 Txs } No. 472.
 J. S. Roberts et al } In this cause the defendant, J. S. Roberts wife
 Mary Roberts having executed satisfactory
 and proper deed to the property described in the bill in this
 cause and same having been delivered to the Complainant
 fixing the ^{title to the} said property in this Complainant, now
 comes the Complainant and dismisses his bill. It is therefore
 ordered by the Court that the bill in this cause be dismissed, and

Not the cost be taxed against Complainant and his sureties
 Jones & McShae for which an execution may issue
 Dec. 3rd 1914. OK. Jones & McShae Solicitors

478
 W. C. Smith et al. }
 vs. }
 J. A. Campbell }
 Be it remembered that this cause
 came on to be heard on this the 12th
 day of February 1915, upon the original
 Bill which is sworn to, and the subpoena
 to Answer, from all of which it appears to the Court, that
 the Deft. was not served with said process, & that said Sub-
 poena is returned not found as to Deft. in this James County;
 it is therefore ordered that an alias Subpoena to answer issue
 in the foregoing cause as to the Deft. returnable to the next
 Rules of this Hon. Court,

Thereupon the Court adjourned until the next
 regular term.

✓
Friday, August 13th 1915

Caption of the minutes of the Term.

State of Tennessee:

Be it remembered that, at a regular term of the Chancery Court for James County, begun and held at the Court house in Coltwad, on the first Friday after the second Monday in August 1915, Present and presiding Hon. Jas. H. Mercer Chancellor, of the Twelfth Chancery Division, the following proceedings were had:—

Masters Financial Report

To the Honorable, J. H. Mercer, Chancellor, I submit the following report of the amount of money in my office, and the cause to which the sum belongs, not including costs:

Callie Ford vs Joe Ford et al. \$85.85
This sum belongs to the minor heirs.

Respectfully submitted, August 13th 1915.

J. S. Marshall, C. M.

State of Tennessee for itself
and for the use of James County } No. 443, 444, 445, 446,
vs. } 447 & 448.
Fannie Redding et al. } In Chancery Court at
Coltwad.

The decree confirming the sale in this cause at the February term, 1915, provided that any person paying to the Clerk and Master the amount of taxes, interest, penalties, fees and costs, accrued on any of the lands bid in by the State, the Clerk and Master would make such person a deed to the land thus purchased or redeemed, and I report deeds made and amounts collected as follows:

Deed to R. C. Combs, to the land sold as the property of Mrs. R. A. Combs, as set out in bill No. 446, for \$ 9.50 +
Deed to Susan Wheelchel, to the land sold as the property of Jona Lowe, as set out in bill No. 445, for \$ 20.21 +
Deed to Tuzig Lowe to the land sold as the property of Eucaline Stinson, as set out in bill No. 447, for . . . \$ 11.55 +
Deed to H. C. Wheelchel to the land sold as the property of H. C. Wheelchel, as set out in bill No. 444, for . . . \$ 17.32 +
Deed to M. E. Marshall, to lands sold as the property of H. H. McNabb's heirs as set out in bill No. 445, for \$ 10.30 +
Deed to Virgil D. B. Wilson to land sold as the property of H. M. Willhite, as set out in bill No. 443, for \$ 18.87 +

Friday August 13^d, 1915,
 Due to W. S. Heston, to the land sold as the property of
 Thos. Smith's heirs as set out in bill no. 447, for \$12.30 +
 Due to L. E. Priese, to the land sold as the property of
 J. N. Jolley as set out in bill no. 446, for \$24.58 +
 Due to L. E. Priese, to the land sold as the property
 of John Holder as set out in bill no. 447, for \$21.70 +
 Total \$142.32

Respectfully submitted
 J. S. Marshall C.M.

This August 13, 1915

First National Bank of }
 Greenville, Comp. }
 vs. }
 Robert Pulliam et al. } In the Chancery Court of
 James County,

In this cause, it appearing to the Court that the defendants, Ella Fleemon and Elijah Fleemon, have been served with process and have failed to answer Complainant's bill in the time required, by law, it is accordingly ordered that said bill shall be taken as confessed by them and the cause set for hearing ex parte as to the said defendants

Strang & Fletcher Sols }
 for Comp. - }
 First National Bank of }
 Greenville, Comp. }
 vs. }
 Robert Pulliam et al. depts. } In Chancery Court of
 James County,

In this cause by agreement of parties the demurrer heretofore on behalf of Defendants, Robert Pulliam and Julian Pulliam is ordered struck from the files and said defendants are given thirty days from August 13, 1915 within which to answer Complainant's bill. It is further ordered and directed that said defendants prepare their case for trial so that the same shall be tried at the next or February term of this Court

Fess H. Moore
 Chancellor

O.K.
 Strang & Fletcher
 Sols for Comp.

Jones & McGehee Sols,
 for Deft. Robert
 Pulliam & Julian Pulliam -

Friday, August 13, 1915

485

J. S. Burrell }
vs }
M. E. Spier et al }

In this cause the Complainant comes and dismisses his bill, he having sold his undivided $\frac{1}{6}$ share in the realty involved to A. J. Rogers for the sum of \$8000 and has executed a warranty deed to same to said Rogers and the Burrell agrees to pay all the cost of the cause, except the cost incident to the defense which the said A. J. Rogers agrees to pay, no Guardian ad litem fee claimed by the Guardian ad litem.

It is therefore ordered by the Court that the cause be dismissed & that J. S. Burrell pay all the cost of the cause except the cost incident to the defense which shall be paid by A. J. Rogers, the surety on cost bond liable for all costs for which execution may issue

Geo. H. Macew,

Chancellor.

484

Hazel Lemons }
vs }
Ernest Lemons }

No. 484.

In this cause it is made to appear to the Court that process has been regularly served upon the defendants and he has failed to appear and make defense within the time required by law upon motion of Complainant it is ordered by the Court that judgment pro confesso be had against defendant and the cause set for hearing ex parte as to him.

The cause came on for further hearing upon the pleadings, pro confesso, and oral testimony from all of which the Court is of the opinion that Complainant is entitled to recover.

It is therefore adjudged and decreed by the Court that the bonds of matrimony subsisting between Complainant and defendant be forever dissolved and that Complainant be restored to all the rights and privileges of an unmarried person and that she be restored to her maiden name Hazel Packmon. Defendant will pay all the costs of the cause.

Geo. H. Macew,

Chancellor.

Friday, August 13th 1915

475

Lou H. Adams, }
 N.C. Ball et al. }
 70 }

It being admitted at the bar by solicitors for both parties that this cause had been compromised out of court, and that the bill was to be dismissed at the cost of the defendant who appeared in Court and confessed judgment for the costs of the cause.

It is therefore considered and adjudged by the Court that Complainant recover from defendant all the costs of this cause for which execution may issue.

Complainant is allowed to withdraw from the files all her title papers exhibited in the depositions taken in the cause

Jas H. Mercer,
 Chancellor.

470

Bell Carson and husband, }
 Claude Davis et al }
 71. }

Be it remembered that this cause came on to be heard and was heard before the Honorable J. H. Mercer, Chancellor, upon the entire record, and it being made to appear to the Court that the matter in controversy the location of a line between the lands of Complainant and Defendants and that by agreement between the parties, including the guardian ad litem, this line has been run and established as beginning on the range line 134 poles South of the Northwest Quarter, of Section 7 Township 3 Range 2 of the O'Core District, said point being marked by a stone corner placed by D. N. Stauffer, Surveyor, at the time of running said line and running thence in a straight line Eastwardly to the mouth of the Spring branch, being the branch which is South of the beginning point above mentioned. And upon consideration it is ordered, adjudged and decreed by the Court that the line between the lands of Complainant and those of Defendants described in the pleadings is and shall be as above described.

It is further ordered, adjudged and decreed that one half of the costs be paid by the Complainant and Coleman & Frierson the surety on the prosecution bond, and one half by the Defendants, for all of which execution may issue.

O.K. Coleman & Frierson Sol. for Compl.,
 O.K. Jno. C. Ramsey, Guardian ad litem & Sol. for Defs. -
 Jas H. Mercer
 Chancellor

Friday, August 13th 1915

466. James Havens, et al. } No. 466
 vs. } In the Chancery Court
 Samuel McCrary, et al. } at Ostewah, Tennessee.

In this cause, it duly appearing to the Court that the defendants, Isabel McCormick, Grace Lawson, Addie Lawson and Joe Lawson have been regularly brought before the Court and made parties to the Complainant's original and amended bills, by publication duly made, and that the said defendants, Isabel McCormick, Grace Lawson, Addie Lawson and Joe Lawson, have failed to appear and make defense to said bill, within the time required by law; it is ordered that, as to them, Complainant's bills be taken as confessed, and the cause set for hearing ex parte, thereupon, this cause came on further to be heard this day before the Honorable F. H. Mercer, Chancellor, upon the original bill, the answer thereto and upon the amended bill and answer thereto and upon the whole record in the cause including the report of the Clerk and Master, which report is in words and figures as follows: to wit

Report of the Master as to Sale

James Havens et al }
 vs } No. 466.
 Samuel McCrary et al }

The undersigned would respectfully report that in obedience to a decree made in this cause, requiring him to report instant:

1st, Who are the owners of the premises sought to be sold and the respective rights, titles, and interest, of the parties therein, and what share or part belongs to each,
 2nd whether the premises are so situated that partition thereof cannot be equitably made, or whether they are of such description that it would be manifestly for the advantage of the parties that the same should be sold instead of partitioned.

3rd whether there are any encumbrances on the premises not disclosed in the pleadings, and if so, what, and to whom belonging;

He has considered the proof which has been taken in the cause and reports as follows:—

1st, That Joseph McCrary died seized and possessed in fee of the tract of land described in the amended bill and that it descended to his heirs in the manner and to the extent declared in the amended bill (Deeds, of Charles Havens, Page 1.) as follows; Callie Ford, Mary McCormick and Samuel McCrary each owns an one-sixth (1/6) interest.

Friday, August 13th 1915

as tenants in common, James Havens, Hobart Havens and Lillie Havens each owns an one-eighteenth ($\frac{1}{18}$) interest as tenants in common, Mrs. Mary O'Rourke, Ezeena Francis McOrary and William E. McOrary each owns an one-eighteenth ($\frac{1}{18}$) interest as tenants in common. Addie Lawson, Grace Lawson and Joe Lawson each owns an one-eighteenth ($\frac{1}{18}$) interest as tenants in common (see Amended bill and answer)

2nd. The premises are such that partition thereof cannot be equitably made, and it would be manifestly for the advantage of the parties that the same be sold. (Depts. of Charles Havens, B. F. Davis and Luther Greig, 3rd There are no encumbrance on the premises of the Isabel McCormack has no interest in the property.

Respectfully submitted, Feb. 12th 1915

J. S. Marshall Esq.

And said report being unexcepted to by the court in all things confirmed. And the court being satisfied that the facts are as reported by the Clerk and Master, the respective rights and interests of the parties are adjudged and settled accordingly, the share of each party being as reported by the Master. The Chancellor further finds that Isabel McCormack has no interest in the real estate described in the pleadings and so concurs with the Master in appearing that the said Isabel McCormack was not and is not an heir of the said Joseph McOrary. It is, therefore, ordered and decreed by the Court that said tract of land be sold for partition and the Master, after advertising as required by law. Sell the same according to law at the next term of the Court House in Colton, on a credit of six, twelve, and eighteen months, to the highest and best bidder, except fifteen per cent (15%) will be required in cash on day of sale to pay costs, commissions, attorney's fees, etc., and for the balance taking notes with security drawing interest from date with approved personal security and retaining a lien on the land for additional security.

Said tract is described as follows:

In the Second Civil District of James County, Tennessee and being the Northwest quarter and North-half of the Southwest of Section Fifteen fractional Township Three North and Range Three West of the Base line in the Over District together with all appurtenances hereunto appertaining including a certain strip for drainage purposes; said tract of land contains Two Hundred and Forty

Friday, August 13th, 1915.

(240) acres more or less.

The master will report his action in the premises to the next term of this Court until which time all other questions are reserved, especially questions as to the payments of fees, distribution of funds, payment of taxes, etc.

In this case a pro confesso was taken against Isabel McCasnaek, Grace Lawson, Addie Lawson and Joe Lawson at the February Rules, 1915, of this Court, and entered on the Rule Docket.

For H. Mercer,
Chancellor.

Robert McKissick } No. 471
70 } In Chancery Court at Ottawa, Ont.
Benford Wright }

In this cause, on exceptions being filed by the defendant to the deposition of Robert McKissick taken at the office of John A. Hood on the 30th day of April, 1915, and filed in this Court on the 1st day of May, 1915, and said exceptions being seen and understood by the Court, the same are sustained and said deposition is suppressed and stricken from the file. Thereupon this case was continued until the next term.

G. H. Smith, } This cause came on before
71 } the Hon. Justice H. Mercer
Alexander Spriggo et al. } Chancellor &c. on the 13th
day of August, 1915, upon the original bill which is sworn to and appearing to the Court that the defendants are non residents of the State of Tennessee & that no publication has been made in this cause, upon application of complainant by solicitor the Court is pleased to order that publication be made as required by law commanding the defendants to appear at the November Rules 1915, of this Hon. Court and answer the original bill in this cause.

For H. Mercer,
Chancellor.

James County } In this cause it is made
72 } to appear to the Court that
W. R. Carson et al. } A conditional statement is
made and the defendants
have agreed to comply with their contract on or before Sept. 1st, 1915, by building the fill as contracted and that the County dismiss the cause upon the

Friday, August 13, 1915,

the defendants complying with the afore said agreement on or before Sept. 1st 1915, and in case defendants comply with said contract as provided, the bill will stand dismissed and the County of James will pay the costs of the cause. In case defendants fail to comply with said contract as afore said the complainants will proceed with this suit and therefore the cause is continued.

Eliza Jane Priddy et al.

vs,

Mollie Smith et al.

486

Be it remembered this cause came on to be heard before the Honorable J. H. Moore, Chancellor, upon the regular call of the docket on this the 13th day of August, 1915, and especially on the motion of the complainant for a pro confesso;

And it appearing to the Court that Henrietta Melhard and James Melhard and Aavis Priddy, defendants in this cause, have been regularly served with process and have not appeared and made defense to the Bill in this cause within the time allowed by law;

It is ordered by the Court that as to them the allegations in said Bill be taken for confessed and the cause set for hearing ex parte.

Eliza Jane Priddy, et al.

vs

Mollie Smith et al.

486

In the Chancery Court in James County, The bill in this cause praying for a sale for partition, but the facts not sufficiently appearing, it is ordered by the Court that the Master hear proof and report;

1st Who are the owners of the premises to be sold and the respective rights, titles and interests of the parties therein, and what share or part belongs to each,

2nd Whether or not Eliza Jane Priddy has an interest in said property as life estate, dower or homestead or either, and what is the present value thereof.

3rd Whether the premises are so situated that partition thereof cannot be equitably made, or whether they are of such a description that it would be manifestly to the interest of the parties that the same should be sold instead of partitioned.

4th Whether there are any encumbrances on the premises not disclosed in the pleadings, and if so what

Friday, August 13, 1915

and to whom belonging.

The master will hear proof and report on the foregoing matters to the present term if possible, and if not, to the next succeeding or special term.

James Wolf

^{vs}
B. F. & Jeff Davis Adams &c

No. 491.

This cause was this day heard before Hon. F. H. Mercer, Chancellor, upon the motion to refer the cause to the Clerk & master for scandal and impertinence and also the demurrer of defendants and by consent the Court was permitted to act on said motion without a reference. After argument and due consideration the Court is of opinion that said motion is well taken & the same is sustained & the portions of said bill objected to are stricken & the demurrer is in all respects sustained & the cause allowed to stand on the parts not stricken upon motion & excluded by the demurrer as a bill to recover the alleged indebtedness. Upon motion defendants are allowed ten (10) days to answer said cause as it now stands—

F. H. Mercer,
Chancellor.

T. L. Fox

^{vs}
J. M. Brown et al

Process in this cause returnable to the July holiday last, having been duly acknowledged by defendants and they having failed to appear and make defense as required, on motion of Complainant a judgment pro confesso is hereby entered against both defendants, and the cause is set for hearing ex parte. The cause came on to be heard upon the bill and judgment pro confesso from which it appears to the Court that on the 12th day of April 1913, Complainant sold to defendants the following tract of land in James County, Tennessee, viz: Beginning at a stone, the northwest corner of the tract. This stone stands about five feet west of a small branch, running thence north 66 west 2262 feet to a stone, with two survey points. Thence south 22 degrees and 36 minutes west 1602 feet to a stone, the northeast corner of Giles Roberts tract. Thence south 69 degrees and 50 minutes East 379.9 feet with the north boundary of Giles Roberts to the north east corner of the same, a point in the edge of the right of way of the Southern

Friday, August, 13, 1915.

(Railway, (new track): Thence south 21 degrees, and 8 min. to a stone on the south side of the road running from Chattanooga to Cleveland, it being the south east corner of Gles Roberts tract Thence south 22 deg, and 56 min. west 643 feet to a point supposed to be the south west corner of the Fox tract; thence with the southerly line of the Fox tract, south 60 deg, 21 min. east 1646 feet, to a white oak blazed on three sides, the south east corner of said Fox tract; thence north 44 deg. 18 min. east 3468 feet to the beginning. Complainant executed a deed to the defendants which on its face reserved a lien to secure the payment of two promissory notes in payment for said land, of six hundred and eighty six dollars each one falling due Apr. 1, 1914, and the other Apr. 1, 1915. Both of which were payable at the Bank of Cleveland and bore interest from date. It further appearing that the amount now due on the first of said notes, after deducting the credits entered thereon, is the sum of three hundred and eighty two dollars and nints five Cents ($382\frac{95}{100}$) and it also appearing that the second notes is wholly unpaid and that there is now due on it the sum of seven hundred and eighty five dollars and forty seven Cents ($785\frac{47}{100}$), making the total amount due Complainant the sum of eleven hundred and sixty eight dollars and forty two Cents ($1168\frac{42}{100}$). It is therefore considered, ordered and adjudged by the Court that Complainant recover from the defendants said sum of eleven hundred and sixty eight dollars and forty two Cents and all the costs of this cause which is hereby declared to be a lien on the tract of land described in this deed.

The defendants are given ninety days from this date to pay into the Clerk & Master of this Court the amount of this decree and costs in default of which the Clerk and Master will after advertising as required by law sell said land to the highest bidder, on a credit of six and twelve months in equal installments and in bar of the equity of redemption, the bill having prayed for such credit sale and also that it be made in bar of the equity of redemption. A lien is hereby declared, on this recovery in favor of Shepherd & Shepherd and J. P. Parker Solicitors of Complainant for a reasonable fee for them as such

Friday, August 13, 1915.

Solicitors, The Clerk and Master will report said sale to the next term of this Court.

The Clerk & Master will require the purchaser at said sale to execute notes with good security for the purchase money, and will also retain a lien on the land as further security.

Jos H. Mercer,

Chancellor.

Richard Ragland }
vs. }
Lena Ragland }

490

It appearing from the original bill filed in this cause that Lena Ragland is a non-resident of the state of Tennessee so that the ordinary process of law could not be served, it was therefore ordered that publication be made for four consecutive weeks in the Jones County Times, requiring said non-resident Respondent to be and appear on the August Rules 1915, and legal notice has been given defendant to appear and make defense to said bill at the present term of this Court. And it appearing to the Court that said defendant has failed to appear to make defense to Complainant's bill, the same is taken as confessed and this cause set for hearing *ex parte*. This cause came on to be heard before the Hon. F. H. Mercer Judge Chancery Court at Ostwell Term, from all of which it appears to the Court from the original Bill filed by Compt. the judgment pro confesso regular taken and the oral proof heard, that the allegation in the bill is clearly sustained and Compt. entitled to the relief sought in the bill. It is therefore adjudged and decreed by the Court, that the bonds of matrimony now and hereafter subsisting between Compt. & Respondent be and they are forever dissolved under the laws of Tennessee, and Complainant restored to all the rights & privileges of a single and unmarried man, costs adjudged against Complainant for which execution may issue. It is further decreed that Compt. have a certified copy of this decree upon the payment of the fee.

Jos H. Mercer,

Chancellor.

Friday, August 13th, 1915

M. A. Parkerson

vs.

No. 487.

J. J. Parkerson et al.

487

In this cause, it appearing to the Court that the defendants, J. J. Parkerson and Atlas Powder Company, have been regularly brought into Court by process and have made no defense, but are in default. It is taken for confessed, and the cause set for hearing *ex parte*.

This cause came on further to be heard on this the 13th day of August 1915, before the Hon. F. H. Mercer, Chancellor, upon the bill of Complainant, M. A. Parkerson, the proceedings heretofore entered against the defendants, the agreement of Complainant, M. A. Parkerson and defendant, J. J. Parkerson filed as a part of the record July 17th 1915, and the oral testimony of witnesses examined in open Court. And it satisfactorily appearing to the Court from the proof, that the facts charged in the bill are true, that the defendant, J. J. Parkerson was guilty of such cruel and inhuman treatment of conduct toward Complainant as to render it unsafe and improper for her to cohabit with him and be under his dominion and control, and that he attempted to take the life of Complainant, and that she gave him no cause or just excuse for his said misconduct, and that he is not a suitable nor proper person to have the care, custody and control of their children. It is therefore ordered, adjudged and decreed by the Court that the bonds of matrimony heretofore subsisting between Complainant and said J. J. Parkerson be absolutely and forever dissolved, and that Complainant be vested with all the rights and privileges of an unmarried woman, and that Complainant have the exclusive care and custody of their five children, viz: Bonnie, Claude Catherine Jessie Lee and Lester. It is further ordered, adjudged and decreed by the Court that Complainant be vested with the title to all the household goods now in their home in Cottowah Tenn., viz: three beds and clothing, one carpet, one clock, one cook stove, three rocking chairs, and all other household goods in said home. It is further ordered, adjudged and decreed by the Court that all the right, title and interest that defendant, J. J. Parkerson has in and the house and lot in Cottowah Tenn. where Complainant and children now live be divested out of him and vested in Complainant, M. A. Parkerson, said land described.

Friday, August 13, 1915,

as follows, viz:— Let No One (1) Block Two (2) (ad-
gets Addition to Cottawah Tennessee, commencing
at the corner of Pearl and Ann Streets, running
with Pearl Street 72½ feet 22½ west; thence 22½
S.W. 145 feet to an alley; thence North with said
Alley 22½ East to Ann St.; thence West 22½ north
with Ann Street to the beginning corner. Containing
one fourth of an acre, more or less, and Complain-
ant may have a Certified Copy of this decree to
Register by paying the legal fees therefor to Register
as a monument of her title. It is further ordered,
adjudged and decreed by the Court in accord-
ance with an agreement filed in this case, signed
by defendant, J. J. Parkerson, that said defendant
pay to Complainant one half of his wages for the
support of herself and children for twenty five
years from the date of said agreement, July 17, 1915.

Upon motion of Complainant's solicitor, a lien is
hereby declared against the lot of land described
in this decree for a reasonable attorneys fee, but
John A. Hood, for his services in this case.

Defendant J. J. Parkerson will pay all the costs
of this cause for which execution may issue—

Fess H. Mercer,
Chancellor

W. H. Hinde

453

James Heaton et al

No. 453.

Be it remembered, that this cause
came on for hearing before the
Honorable F. H. Mercer, Chancellor, etc, holding the
Chancery Court at Cottawah, Tennessee, on August
13, 1915. When the cause was tried, record by agree-
ment to be passed in upon briefs by the respective
parties. It was further agreed, and so ordered, that
the solicitors for Complainant would prepare brief
in support of his contentions, a copy of which, with
the record, should be passed to the solicitors for de-
fendants, who, in turn, should make a reply brief,
if they so desired, and return the file with their reply
to solicitors for Complainant, who should, if they
desired make a reply to the reply brief. After this had
been done, it was further agreed that the case could
be argued at Chambers before the Chancellor, at
Chattanooga or some other place to be fixed upon
by agreement, if it was desired to do so, if done within
a reasonable time.

OK. W. E. Wickerson, Sol. for Complainant
OK. Joubert Payne " " Defendants—

Friday, August 13, 1915

477
Ed Robinson

John D. Harris et al.

Be it remembered, that this Cause came on to be heard on this the 13th day of August, 1915, before the Honorable F. H. Mercer, Chancellor, holding the Chancery Court in James County, Tennessee, upon the original bill and the answer thereto in this cause, from a consideration of all of which it appears to the Court that on the 13th day of September 1905, the defendants, John D. Harris and his wife, E. C. Harris, conveyed to the Complainant, Ed Robinson, for a consideration of seven thousand dollars, by warranty deed, duly executed, the following described real estate, in James County, Tennessee, to-wit:

(1st Tract) One hundred and sixty acres, being the northwest quarter of Section 21 in the 10th District of James County, Tennessee.

(2nd Tract) Also forty acres off of the north side of the southwest quarter of Section 21, being in said 10th District,

(3rd Tract) The south eighty acres of the northwest quarter of Section 29, but which was erroneously described in the deed as eighty acres on the west side of the northeast quarter of Section 21.

(4th Tract) Also one hundred and sixty ^{eight} acres, more or less, which is a part of the old Homestead place of Wm. McDonald, deceased, about one mile south of Cottovial in James County, Tennessee, known as the mill tract of the Wm. McDonald old farm, and bounded as follows: On the east by the lands of F. L. Owens (formerly McDonalds heirs); on the south by the lands of C. H. Padgett; on the west by the lands of Mary E. Hill (formerly Ironmell Farm); and on the south by the lands of H. B. Poe and G. W. Langston (formerly George H. Langston); said one hundred and sixty-eight acres lying and being in the northeast quarter of Section 21, and the southeast quarter of Section 21, being all of the northeast quarter except twenty-five acres belonging to H. B. Poe, situated in the northwest corner of the northeast quarter of Section 21. Out of the said one hundred and sixty-eight acres the Complainant has sold to Sophronia Bechtelton one hundred acres, being off of the east part of said tract of land.

(5th Tract) Also the following described tract of land bounded on the south by the

Friday August 13, 1915.

lands of B. R. Guthrie (formerly P. M. Roberts) on the west by the lands of Mrs. J. L. Watkins; on the north and east by the lands of Mary E. Hill, containing twelve acres, more or less, all of the above described lands being situated in Range 2, Township 4, West of the Basis Line Decease District in James County, Tennessee, in the north part of the northeast quarter of the southeast quarter of Section 20, the same adjoining on the west the forty acres heretofore referred to off of the north side of the southwest quarter of Section 21.

(both tract) Also forty acres of land, more or less, being a part of the McDonald's old tract, situated in the 8th Civil District of James County, Tennessee and bought by John H. Parker in the James County Chancery Court, and bounded as follows: On the south and east by the lands of Martin A. Carter; on the west by the lands of Whittenburg Sims, and on the north by the lands of George Langston, being the southeast quarter of the southeast quarter of Section 21, all of said lands being in Township 4, Range 2, West of the Basis Line in the Decease District.

And it further appearing to the Court from the Original bill in this cause and the answer thereto that said deed was registered in the Register's Office of James County, Tennessee, but that the records of said Register's Office were destroyed in March, 1913, by the burning of the Court House of James County, Tennessee thereby destroying the record of said deed.

And it further appearing that the Complainant has neither lost or mislaid said deed, or that the same has been destroyed so that the same cannot be found and without fault on the part of the Complainant, and that said deed is only evidence of Complainant's title after the loss of the record thereof.

And it further appearing to the Court that the defendant herein, John D. Harris and his wife E. C. Harris admit that they executed said deed.

And it further appearing to the Court that a substantial copy of said deed is filed as Exhibit to the original bill and that the said defendants have admitted that said exhibit is a substantial copy of said deed.

It is, therefore, ordered, adjudged and

decreed by the Court, that said exhibit be set up as a substantial copy and that same is a substantial copy of the deed executed by the defendants to the complainant on the 13th day of September, 1905, which exhibit is in words and figures following, to-wit:—

In consideration of Six Thousand (\$6,000.00) Dollars to us cash in hand paid, the receipt of which is hereby acknowledged, we, John D. Harris and his wife, E. C. Harris, do hereby sell, transfer and convey unto Ed Robinson the following described real estate, situated in the Tenth Civil District of James County, Tennessee, to-wit:

(1st Tract) One hundred and sixty acres, being the northeast quarter of Section 21 in the 10th District of James County, Tennessee.

(2nd Tract) Also forty acres off of the north side of the southwest quarter of Section 21, being in said 10th District

(3rd Tract) The south eighty acres of the northwest quarter of Section 29, but which was erroneously described in the deed as eighty acres on the west side of the northwest quarter of Section 21,

(4th Tract) Also one hundred and sixty-eight acres, more or less, which is a part of the old Homestead place of Mrs. McDonald, deceased, about one mile south of Saltmarsh in James County, Tennessee, known as the Mill Tract of the Mrs. McDonald old farm and bounded as follows: On the east by the lands of L. D. Owens (formerly McDonald heirs); on the south by the lands of C. H. Padgett; on the west by the lands of Mary E. Hill (formerly Team mill Farm); and on the south by the lands of H. B. Poe and G. W. Langston (formerly George H. Langston; said one hundred and sixty-eight acres lying and being in the northeast quarter of Section 21, and the southeast quarter of Section 21, being all of the northeast quarter except twenty-five acres belonging to H. B. Poe, situated in the northwest corner of the northeast quarter of Section 21, out of the said one hundred and sixty-eight acres the complainant has sold to Sophronia Proctor one hundred acres, being off of the part of said tract of land.

(5th Tract) Also the following described tract of land bounded on the south by the lands of B. R. Guthrie (formerly P. M. Roberts); on the west by the lands of Mrs. J. L. Watkins; on the north by the lands of Mary E. Hill, containing twelve acres, more or less, all of the above described land, being situated

Friday, August 13, 1915,

in Range 2, Township 4, west of the Basis Line, Dece District in James County, Tennessee, in the north part of the northeast quarter of the south east quarter of Section 20, the same adjoining on the west the forty acres heretofore referred to off of the north side of the south-west quarter of Section 21.

(6th Tract) Also forty acres of land, more or less, being a part of the McDonald old tract, situated in the 8th Civil District of James County, Tennessee, and bought by John H. Parker in the James County Chancery Court, and bounded as follows: on the South and east by the lands of Martin A. Carter; on the west by the lands of Whittenburg heirs, and on the north by the lands of George Longston, being the southeast quarter of the southeast quarter of Section 31, all of said lands being in Township 4, Range 2, West of the Basis Line in the Dece District,

To Have and to Hold the same unto the said Ed Robinson his heirs and assigns forever in fee simple, We covenant that we are lawfully seized and possessed of said real estate, have full power and lawful authority to sell and convey the same, and that the title thereto is clear, free and unincumbered and we will forever warrant and defend the same against all lawful claims.

Witness our hands this the---- day of September, 1905-

(Signed) John D. Harris
E. C. Harris

State of Tennessee,
County of Hamilton.

Before me----- a Notary Public, duly appointed, Commissioned and qualified in and for the State and County aforesaid, personally appeared John D. Harris and his wife, E. C. Harris the within named bargainors with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

And E. C. Harris, wife of John D. Harris, having appeared before me privately and apart from her said husband, the said John D. Harris acknowledged the execution of the said deed to have been done by her freely, voluntarily and understandingly without compulsion or constraint from her said husband and for the purposes therein expressed.

Friday, August 13, 1915.

In Testimony whereof, I hereunto set my hand and
 office my Seal in Cottowal, in James County, Tennessee,
 on this the --- day of September, 1915

Properly Acknowledged
 before a Notary Public,

And that this decree shall be evidence of complain-
 ant's title as set out herein, and that it shall have
 all the force and effect as the original.

And the Complainant may have a copy of said
 decree for registration as his muniment of title to
 said property upon paying the Clerk & Master the
 legal fees therefor. The costs of this cause will
 be paid by the Complainant.

Ed Robinson
 Fox H. Mercer,
 Chancellor

State of Tennessee for its self
 and for the use of James County
 vs.

Lofayett Stulce, heirs et al.
 Mrs. A. S. Steel et al.
 Fannie Redding et al.
 Mary Huffman et al.
 W. R. Beck heirs et al.
 Ed Huckabee et al.

Nos. 443, 444, 445, 446, 447,
 & 448.

In the Chancery Court
 at Cottowal Tennessee
 August Term, 1915.

The above Causes came on to
 heard upon motion to confirm the sale in said
 Causes, and upon the whole record, whereupon, it
 was ordered, adjudged, and decreed by the Court
 that the same should be continued until the
 February Court 1916, and the same is continued
 until said time, for further orders of the Court.

Whereupon the Court adjourned until the next
 regular term

Fox H. Mercer, Chancellor

State of Tennessee } February Term, 1916, Being Friday,
County of James } the 18th day thereof.

Be it remembered that at a regular term of the Chancery Court for James County, Tennessee, begun and held at the Court House in Olatook, on the first Friday after the second Monday in February, 1916, Present and presiding the Honorable Foster H. Mercer, Chancellor of the Fourth Chancery Division, the following proceedings were had, to-wit:

492
First National Bank }
of Greenville Term, } No. 492. In Chancery Court
vs. } of James County Term.
Robert Pulliam et al. }

Came the Solicitors of Complainant and Defendants and admitted and agreed in open Court that the indebtedness sued on in this cause principal and interest to date has been paid in full, also the Solicitors fees due Complainants Solicitors, Strang & Fletcher has been paid in full, And Defendants Solicitors fees have been paid in full, also the Costs of this cause paid, it is ordered by the Court that this suit be and is hereby dismissed.

It is further ordered by the Court that the note sued on in this cause filed as Exhibit A to the Original bill be cancelled by the Clerk & master and may be withdrawn from the file by Defendant, Robert Pulliam, upon Defendant Robert Pulliam or his Solicitor giving proper receipt to the Clerk & master thereof.

Strang & Fletcher, Sols.
for Complainants

Jones & McGhee, Sols.
for Defendants

496.
Robert Pulliam et al }
vs. } No. 496. In Chancery Court
John Cleveland et al } of James County, Tenn.

Came the Solicitors for the Complainants and J.K. Randolph Guardian ad litem for all minor Defendants in this cause and admitted and agreed in open Court that the deed sought to be set up in this cause by proper decree of Court has been found, and Complainants agree to dismissal of this suit and the Costs of this suit has been paid in full, and the Guardian ad litem fee due J.K. Randolph has been paid in full, It is ordered by the Court that this suit be and is hereby dismissed

Jones & McGhee Sols. John K. Randolph
for Complainants ad litem Guardian ad litem

Friday, February, 18th, 1916.

Masters Financial Report

To the Honorable F.H. Mercer Chancellor: I submit the following report of the amount of money in my office and the causes to which the several sums belong, not including costs:

Callie Ford vs Joe Ford et al - \$85.85

This sum belongs to minor heirs -

James Wolfe vs B.F. & Jeff Davis admrs - \$73.00

This sum was paid in by B.F. & Jeff Davis as a tender

Respectfully Submitted Feb 18, 1916.

J.S. Marshall C.F.M.

Robt McKissick }
vs, } No. 471.
Benford Hight }

This cause came on to be heard and on application of complainant the same is continued till next term. However it is ordered that said cause be prepared for trial by next term or the same will be dismissed

F.H. Mercer
Chancellor

W.H. Hinde, } No. 453.
vs, } In the Chancery Court at Colton
James Heaton, et al. } Tennessee.

In this cause, it being admitted that the Complainant, W.H. Hinde, has died since the last term of the Court, and that Jane R. Hinde is the executrix and sole beneficiary under the will of said W.H. Hinde, and that the solicitors for the defendants admitted these facts, by their consent this cause is revived in the name of Jane R. Hinde against the defendants, and is ordered to stand in the same plight and condition in which it was at the time of said death.

O.K. W. E. & L. F. Wilkinson,
Solicitors for Complainants

O.K. J.L. Fouet
Solicitor for Defendants

F.H. Mercer
Chancellor

James County Tenn. }
vs } No. 483.
W.R. Carson et al }

This cause is continued and the defendants allowed ten days in which to answer so as not to delay, and it is ordered by the Court that the cause be prepared for trial at the next term of this Court

Friday, February 18, 1916.

482

J. L. Fox
vs.

J. M. Brown et al

3

No. 482.

In Chancery Court of
James County, Tennessee.

Be it remembered that this cause came on to be heard upon the report of sale made by the Clerk & Master to the present term, which report is in the words and figures as follows:

J. L. Fox
vs.

J. M. Brown &
Melton L. Chapman

In Chancery Court

In this cause the undersigned respectfully reports that he, pursuant to an interlocutory decree pronounced herein at the August Term, 1915, after advertising and giving the notice required by said decree, proceeded on Monday the 15 day of November 1915, in front of the Court house door in Coltwick, to sell, at public auction, to the highest bidder, and in bar of the equity of redemption, the property mentioned and described in the pleadings and in said decree, when J. M. Brown being the highest bid and last bidder became the purchaser of the following described tract of land situated in James County, Tennessee.

Beginning at a stone the northeast corner of the tract. This stone stands about 5 feet west of a small branch, no pointers. Runs thence 66 degrees 40 minutes west 2262 feet to a stone, two hickory pointers; thence south 23 degrees 56 minutes west 1602 feet to a stone, the northeast corner of the Giles Roberts tract; thence south 69 degrees 50 minutes east 379.9 feet with the north boundary of the Giles Roberts tract to the north east corner of the same, a point in the edge of the right-of-way of the Southern Railroad (new tract) thence south 21 degrees 8 minutes west 446.6 feet to a stone on the south side of the road running to Chattanooga to Cleveland, it being the southeast corner of the Giles Roberts tract; thence south 22 degrees 56 minutes west 643 feet to a point supposed to be a southeast corner of the Fox tract (the tract in question); thence with the southerly line of the Fox tract, south 60 degrees 31 minutes east 1646 feet to a white oak blazed on three sides, the south east corner of said Fox tract; thence north 44 degrees 18 minutes east 3468 feet to the beginning. at the price of \$1223.32, who complied with the terms of the sale by executing two notes, each for \$611.67, due respectively six and twelve months after date and bearing interest from date, with R. N. Williams security thereon and a lien retained on the premises as further security

Friday, February 18th, 1916.

all of which is respectfully submitted this 12 day of February 1916. J.S. Marshall 24211

And said report being unexcepted to is in all things confirmed by the Court. It is therefore ordered adjudged and decreed that all the right, title and interest of the parties complainant and defendants be and is divided out of each of them and is, vested in said purchaser subject to a lien hereby retained to secure the payment of purchase money described in the notes given for purchase money. Upon payment of said notes the Clerk & Master will make the purchaser a deed for said property or will issue to him a certified copy of this decree as a muniment of title. The purchaser may at anytime in advance of the maturity of said notes if he desires to do so, pay them off with interest to date of payment.

Jas H. Mercer,
Chancellor.

N.C. Fagala et al

vs
Lillie Watkins et al.

} It appearing from statements of Solicitors for complainants and defendants

that the parties have been unable to complete the agreed statements of facts to be submitted to the Court, it is ordered that this cause be continued by consent of parties, to the next term -

OK, Mozfies Mozfies sol. for Comp't.

OK. Jno Ramsey sol. for Def'ts

Jas H. Mercer
Chancellor.

G.M. Smith

vs
Alexander Spriggo et al.

} NO. 488.

} Be it remembered that this cause came on to be heard before the Honorable J.H. Mercer, Chancellor &c, on this 18th day of February 1916.

upon the original bill which is return to, the order made at the last term & the appearing to the Court that the defendants are nonresidents of the State of Tennessee and that publication has been made in the James County Times, published in the town of Cottawah Tenn, for more than four consecutive weeks the last publication being, ^{made} more than five days next before the December Rules of this Court 1915, notify & commanding the defendants Alexander Spriggo & Fred Fay to appear before this Court at the December Rules 1915, at the Court House in Cottawah Tennessee and answer this bill filed in the foregoing cause and it appearing that the Defendants have failed

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Friday, February 18, 1916.

to answer or make other defense to said bill upon motion of complainants in open court, it is therefore decreed that judgment pro confesso be and the same is entered in favor of complainant & against the defendants & the cause set for hearing ex parte. Complainants comes & notifies the defendants that he will on the 15th day of March 1916 in the office of John S. Marshall, Clerk & master in the Court house in Cottawal Tenn take the depositions of G.W. Smith, Compt. and Alexander Bettis to be read as evidence in the foregoing cause at the trial thereof.

Geo. H. Mercer
Chancellor,

James Havens et al. }
vs. } No. 466.
Sam McCarry et al. }

This cause came on to be heard this the 18th day of February, 1916, before the Honorable F. H. Mercer, Chancellor, upon the whole record in the cause, including the decree of sale and the master's report made in obedience thereto, which report is in words and figures as follows; to wit:

In this cause the undersigned respectfully reports that he pursuant to an interlocutory decree pronounced herein at the August Term, 1915, after advertising and giving notice required by said decree, proceeded on Monday the 20th day of September, 1915, in front of the Court house door in Cottawal Tenn., to sell, at public auction to the highest bidder, and in bar of the equity of redemption, the property mentioned and described in the pleadings and said decree, when A. S. Johnson being the highest bid, and last bidder became the purchaser; said tract of land is described as follows: In the first, formerly second, Civil District of James County, Tennessee, and being the north east quarter and the north half of the south west quarter of Section Fifteen, Tractional township Three North and Range Three west of the basis line in the Sece District, together with all appurtenances thereunto including a certain strip for drainage purposes, said tract of land contains two hundred and forty (240) acres more or less, at the price of \$900.00, who complied with the terms

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of the sale by paying in hand \$135.00, and for the remainder of the purchase ~~price~~ ^{price} executed 3 promissory notes, each for \$255.00, due respectively six (6), twelve (12) and eighteen (18) months after date, bearing interest from date, with Mary C. Johnson security thereon, and a lien retained on the premises as further security.

All of which is respectfully submitted this 10th day of February, 1916,

J. Marshall C. M.

And said report being unexcepted to, is by the Court on motion by the Complainants in all things confirmed.

It is therefore ordered, adjudged and decreed by the Court that all the right, title and interest in this suit in and to said tract of land, both law and equity, be diverted out of said parties and vested in said purchaser, A. S. Johnson in fee simple subject to the lien aforesaid for the unpaid purchase money, he paying the fees.

When said purchase money shall be paid, the Clerk and Master will make and properly acknowledge and turnover to the purchaser a deed conveying said tract of land to the said A. S. Johnson.

On application of Counsel for the Complainants and also for the defendants, the Court, after due consideration, allowed John H. Early and O. G. Stone solicitors for Complainants, a fee of \$75.00 and W. F. Humphreys as solicitor for defendants a fee of \$25.00 all of which will be paid out of the general fund, as will the costs of the cause.

On application of the purchaser a writ of possession will be issued to put him in possession of said tract of land as heretofore described.

All further questions not before disposed of are reserved, and especially orders as to the distribution of the fund.

For H. Mercer
Chancellor

Friday February 18th. 1916.

480. Hunter Furches, et al. }
 vs. } No. 480. In Chancery
 M. L. Chapman et al. } Court at Cottswold, Penna.
 All matters involved in the foregoing
 cause having fully compromised and settled, said cause
 is hereby dismissed.

Hunter Furches and J. M. Brown will pay all
 the costs of the cause, for the collection of which
 execution may issue.

O. K. W. E. Wickerson, Solicitor for Complainants.
 O. K. Sam Chambliss, Solicitor for Defendants,
 O. K. Allison Lynch & Phillips Solicitors for Lizzie H. Carroll,
 Personal and as Trustee.

481. Sumner Land & Improvement Co. et al. } No. 481.
 vs. } In Chancery Court
 J. M. Brown et al. } at Cottswold, Penna.

All matters in the above styled and numbered
 cause having been compromised and fully settled,
 same is thereby dismissed. J. M. Brown and
 Hunter Furches will pay all costs of the cause,
 for the collection of which execution may issue.

O. K. Sam Chambliss - Solicitor for Complainants.
 O. K. Allison Lynch & Phillips Solicitors for Defendant.
 Lizzie H. Carroll.
 O. K. W. E. Wickerson Solicitor for all the other defendants

486. Eliza Jane Priady et al. }
 vs. } No. 486.
 Mollie Smith et al. }

Be it remembered that this cause
 came on to be heard before the Hon. F. H. Mercer
 on this day upon the pleadings and proof and
 the entire record in the cause and especially
 upon the report of the Master upon the order
 of reference made by the Court at the last
 term, and said report being made to the pres-
 ent term, which report is in the words and
 figures following, to-wit:

The undersigned would respectfully report that,
 in obedience to a decree made in this cause requir-
 ing to report:

(1) who are the owners of the premises to be
 sold and the respective rights, titles and interest
 of the parties therein and what share or part

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belongs to each:

- (2) Whether or not Eliza Jane Priddy has an interest in said property as life estate dower or homestead or either, and what is the present value thereof.
 (3) Whether the premises are so situated that a partition thereof cannot be equitably made or whether they are of such description that it would be manifestly to the interest of the parties that the same should be sold instead of partitioned.
 (4) Whether there are any encumbrances on the premises not disclosed in the pleadings, and if so what and to whom belonging.

He has considered the proof, which has been taken in the cause, and reports as follows:

(1) That John Priddy died seized and possessed in fee of the tract of land described in the bill; that under his will, which is made an Exhibit to the bill in this cause, Eliza Jane Priddy had a life estate in all of said real estate; that said will provided that upon the termination of the life estate that the proceeds of the property be divided as follows; Dave Priddy, James Jennie Priddy Baker and Malissa Priddy Roark, each, \$500.00, but the bequest to Dave Priddy must be credited with an advancement made during the lifetime of the testator of \$150.00; to Henrietta Priddy Millard and Mollie Priddy Smith, each, \$250.00, but the bequest to each must be credited with an advance made during the lifetime of the testator of \$150.00, each; that after the payment of the foregoing bequests, if there should be anything left it is to be divided equally among Dave Priddy, James Priddy, Jennie Priddy Baker, Malissa Priddy Roark.

(2) Eliza Jane Priddy has a life estate in said property, the present cash value of which would depend upon the amount for which the property sells after the costs is deducted therefrom and the Clerk cannot determine this until after the sale is made, he makes no report as to the present value of said life estate.

(3) It is manifestly to the advantage of the parties that the land should be sold instead of partitioned, (Depositions of W. W. Ware, p. 4, q. 6; J. C. Eldridge, p. 6, q. 5.)

(4) There are no liens or encumbrances on said land shown by the record in any manner.

Respectfully Submitted, February 18, 1916. J. S. Marshall, Clerk

Friday, February 18th, 1916.

And said report being unexcepted to is by the Court in all things confirmed: and the Court being satisfied that the facts are as set out in said report, the respective rights and interests of the parties are adjudged and settled accordingly, the shares of each being as reported by the master.

It is therefore ordered and decreed by the Court, that the tract of land described in the original bill be sold for partition, and that the master sell the same according to law, on a credit of six and twelve months, to the highest and best bidder, taking notes with security drawing interest from date of sale, and retaining a lien on the land for further security. Said sale will be made as soon as practical, after the adjournment of Court, and report thereof made, and will be in front of the Court House door in Ooltawa.

Said tracts of land are described as follows:

1st tract - Containing about 70 acres, and being the southeast fractional quarter of Section 18 of 3rd fractional Township north, and 3rd Range west of basis line in Oeese District

2nd tract - Also 40 acres, more or less, being the southeast corner of the north east fractional quarter of said Section 18, 3rd Township north, and 3rd Range west of the basis line in the Oeese District all of which is bounded on the north by the lands of Ezekiel Hany, on the east and south by J. H. Moon, and on the west by the Tennessee river, subject however, to a right-of-way for the purpose of access to and from the Tennessee river and for wharf and landing purposes, over and on said place for access to and from said river and the vessels thereon, all of said property in James County, Tennessee.

The master having reported that Eliza Jane Pitty has a life estate in said property and it appearing that she has asked that said life estate be sold with the remainder interest it is ordered that said property be sold free of said life estate.

It further appearing that it is impossible to fix the value of said life estate until after a sale of said property the reference is to that reserved and the master will report on the same to the next term of this Court, all other matters herein are reserved until further orders of Court.

Wm. M. M. M.
Clerk

Friday, February 18th, 1916.

In the Chancery Court at Collied Tennessee
 Chattanooga Savings Bank }
 v. } No. 468.
 M. L. Chapman, et al. }

This cause came on to heard this February 18, 1916, before Chancellor Foster H. Mercer, upon the original bill and the exhibits thereto, the answers of John H. Cantrell, Trustee, and Mrs. Kate F. Wehl, and the judgment ~~pro confesso~~ heretofore entered against the defendants M. L. Chapman and J. M. Brown, from all of which it appears that the said plaintiff was on the 23rd day of March, 1914, appointed administrator pendente lite of the estate of R. N. Phillips, deceased, by the County Court of Hamilton County, Tennessee; that it duly qualified as such administrator pendente lite, and has since been acting as such; that on the 19th day of June, 1914, in its capacity as such administrator pendente lite, it recovered judgment for \$506.70 and costs of suit against the defendant M. L. Chapman in the court of H. F. Lawrence, Justice of the Peace in and for Hamilton County, Tennessee; that on the 23rd day of June, 1914, an execution was duly issued on said judgment, that the same went into the hands of S. M. Adams, Deputy Sheriff of Hamilton County, Tennessee, who made diligent search for goods and chattels or other property of said defendant, but was unable to find any, and the said execution was returned showing that he was unable to find any property of the defendant upon which to levy; and that a Certified copy of the said judgment and the execution and return thereon was made the basis of the present proceedings against M. L. Chapman and others; it is therefore ordered, adjudged and decreed by the Court;

1 - That complainant have and recover of the defendant M. L. Chapman, the sum of \$506.70 with interest from the 19th day of June, 1914, to the date of the entering of this decree;

2 - That all costs of the cause, both in the Court of H. F. Lawrence Justice of the Peace, as they appear in the certified copy of the judgment, and in this Court as to Chapman be paid by the said defendant M. L. Chapman, for which execution will issue.

3 - That the cause as to John H. Cantrell, Trustee, Kate F. Wehl and J. M. Brown are dismissed and the costs of the same be paid by the complainant herein Foster H. Mercer Chancellor.

Ch. H. Phillips

Friday, February 18, 1916.

James Havens et al. }
 vs. } No. 466.
 Sam McCrary et al. }

This cause came on to be heard this the 18th day of February, 1916, before the Honorable J. H. Moran, upon the whole record in the cause, including the decree of sale and the Master's report, made in obedience thereto, which report is in words and figures as follows, to-wit:

On this cause the undersigned respectfully reports that he, pursuant to and in accordance with the decree pronounced herein at the August Term, 1915. After advertising and giving the notice required by said decree, proceeded on Monday, the 20th day of September, 1915, in front of the Court House door in Cottonwood, Texas, to sell at public auction, to the highest bidder, and in bar of the equity of redemption, the property mentioned and described in the pleading and in said decree, when A. S. Johnson, being the highest, best and last bidder, became the purchaser. Said tract of land is described as follows: in the first, formally second, civil district of James County, Texas, and being the north-west quarter, and the north half of the southwest quarter of section fifteen 457 Tenth Township Three, north and Range Three west of the Basis line, in the Cove District, together with all appurtenances thereunto, including a certain strip for drainage purposes, said tract of land contains two hundred and forty (240) acres more or less, at the price of \$900⁰⁰, who complied with the terms of sale by paying in hand \$135⁰⁰, and for the remainder of the purchase money executed 3 notes, each for \$265⁰⁰, due respectively at, (6) twelve (12), and eighteen (18) months after date, and bearing interest from date, with Mrs. C. Johnson, security thereon, and a lien retained on the premises as further security. All of which is respectfully submitted. This the 10th day of February, 1916. J. S. Marshall, C. M. and said report being unexcepted to, is by the Court, on motion of the complainant, in all things confirmed.

It is therefore ordered, adjudged and decreed by the Court that all the right, title and interest in this suit in and to said tract of land, both law and equity, be divested out of said parties, and vested

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in said purchase, O. B. Johnson in fee simple, subject to the lien aforesaid for the unpaid purchase money, he paying the fees.

When said purchase money shall be paid, the Clerk and Master will make and properly acknowledge and turn over to the purchaser a deed conveying said tract of land to the said O. B. Johnson.

On application of counsel for the complainants and also for the defendant, the Court, after due consideration, allows John H. Cary and J. L. Stone solicitors for complainants, a fee of \$75.00, and W. L. Humphrey as solicitor for defendant, a fee of \$50.00 all of which will be paid out of the fund as will be the costs of the cause.

On application of the purchaser a writ of possession will be issued to put him in possession of said tract of land as heretofore described.

All further questions not before disposed of accordingly, and especially orders as the distribution of the fund.
Foss H. Mercer,
Chancellor.

Mary A. Huckabee }
vs } No. 497.
F. D. Huckabee }

This cause came on to be heard on this the 18th day of February, 1916, before Honorable F. H. Mercer, Chancellor, upon the bill of Complaint of Mary A. Huckabee and the answer of the defendant, F. D. Huckabee, the oral testimony of the witnesses examined in open Court and the whole record in the cause.

From all of which it satisfactorily appeared to the Court that the facts charged in the bill are true; that the defendant has been guilty of such cruel and inhuman treatment or conduct toward his wife, the Complainant, as renders it unsafe and improper for her to cohabit with him and be under his dominion and control; that Complainant has failed, refused and neglected to provide for the Complainant and his child.

It is therefore ordered, adjudged and decreed by the Court, that the bonds of matrimony subsisting between the Complainant and the defendant be, and they are, absolutely and forever dissolved and the Complainant be vested with all the rights of an unmarried woman.

Friday, February 18th, 1916.

It is further ordered and decreed that the homestead on which the complainant is now living be adjudged hers for and during the period of her natural life to make such use of as she may deem wise, and at her death to revert to the defendant, F. D. Huckabee, his heirs or assigns.

Said homestead is located in James County, Tennessee, and is bounded on the north by Jones estate; on the East by the lands of Branham; on the South by the Georgia State line, and on the West by the lands of John London.

The Complainant is also given as alimony all the household goods and kitchen furniture in the family home on said homestead; the family horse, wagon, harness, plows, gears, in fact all the personal property on or about the homestead except the buggy, the horse owned by the defendant's mother, his shot guns, carpenter tools and such wearing apparel as he may have in the home and his trunk. The title to all the personal property decreed Complainant is divested out of him and is vested in her.

The exclusive custody of John Huckabee, the infant son, of the parties, is committed to Complainant.

The defendant is perpetually enjoined from interfering with the Complainant or with her custody of said child John Huckabee or with her possession of the property decreed to her.

The defendant will pay the costs of this cause for which execution may issue.

The cause will be retired but kept in court for the enforcement of this decree.

O.K.

Stone & Westenburg, - Atty. for Defendant

John H. Early - Sol. for Court

James L. Wolf,

vs.

B. F. Davis & Jeff Davis

Administrators of Cintha

Davis, deceased,

Number 491.

In Chancery Court at Ottoburn Tenn

This cause was this day heard before the Honorable Joss H. Mercer, Chancellor, upon the original bill, the answer thereto, the proof in the cause and the former orders and decrees and argument of counsel, and the Court being of the opinion that the allegations in the bill are fully met and denied as to

Friday, February, 18th 1916,

the account sued on up to and including January 1, 1911, the proof showing to the satisfaction of the Court that the Complainant had received full payment for the board and lodging of Cintha Davis up to and including January 1, 1911. It is ordered adjudged and decreed that the said bill be dismissed in so far as the account sued on is concerned up to and including January 1, 1911. It not sufficiently appearing from the proof in the case what would be a reasonable sum to be allowed Complainant for boarding and lodging Cintha Davis, from January 1, 1911 till March 29, 1914, the date of her death, and the Court also being of the opinion that there was no contract between the Bank of Coltwal, Guardian of Cintha Davis, and the Complainant for said services this question is referred to the Clerk & Master of this Court who will from the proof on file and such other proof as the parties may desire to submit on this question report on the following items, namely;

- (a) What is a reasonable amount to be allowed Complainant for boarding and lodging Cintha Davis from January 1, 1911, till March 29, 1914, the date of her death.
- (b) What if any amounts have been paid to the Complainant by the Bank of Coltwal as Guardian of Cintha Davis on account of said board and lodging of Cintha Davis.
- (c) What, if any, other sums should be credited on said account and more especially any amounts due defendants by the complainant which should be credited on said account.

The Clerk & Master will report to the next term of this Court or sooner if practicable.

All other matters are reserved.

The Court filed a memorandum opinion in disposing of this case which is ordered to be filed and made a part of the record.

Plaintiff excepts to the action of the Court in all that matter decreeing against plaintiff up to Jan. 1, 1911, and to the action dismissing said portion of bill and he here reserves his exception to same.

O.K. W. B. Swancy, Sol. for Defts

O.K. John C. Benson, Atty for J. L. Wolfe

February Term 1916

State of Tennessee, for its self }
 and for the use of James County }
 vs. } No. 443, 444, 445, 446, 447 &
 Lafayette Stiles, heirs, et al. } 448.
 Mrs. A. S. Steel et al. } In Chancery Court at
 Fannie Redding et al. } Cottawal Tennessee,
 Mary Huffman et al. } February Term 1916.
 W. A. Beck heirs et al. }
 Ed Huebner et al. }

This cause came on to be heard this day before the Hon. F. H. Mercer Chancellor, upon the whole record in the cause, including the decree of sale and the masters report made in obedience thereto, which report is as follows:—

In these cases the undersigned respectfully reports that he, pursuant to a decree pronounced herein, at the August, Term, 1914, after advertising and giving the notice required by said decree, proceeded on Saturday, the 7th day of November, 1914, in front of the Court house door in Cottawal, to sell, at public auction, to the highest bidder, and in bar of the equity of redemption, the property mentioned and described in the pleadings and said decree. Where Charles Knauff, became the purchaser of the following tracts, and parcels of land, to-wit:

80, acres in the 8th district, owner James Wash heirs, for	\$12.25
7 " " " 6 th " " " E. J. German "	15.00
20 " " " 1 st " " " Lewis Brown heirs "	12.90
40 " " " 6 th " " " A. D. Logging "	21.00
40 " " " 10 th " " " Not known "	16.50
2 " " " 7 th " " " F. H. Hughes "	11.85
20 " " " 6 th " " " Bud Austin "	12.85
	<u>\$106.35</u>

J. C. Keaton, became the purchaser of the following tracts,
 Lots 7 & 8, block 2 10th District, owner, Jamie Robertson for \$ 8.05
 10 acres in the 10th " " " Dock Ballou heirs, 8.15
 \$ 16.20

W. A. Varuell became the purchaser of 120 acres in the 6th district, owner Mrs. A. S. Steel for \$ 95.00
 Alex. S. Stiles became the purchaser of the following tracts
 40 acres in the 4th district, owner, --- Charles, for \$12.50
 60 " " " 2nd " " " unknown " 12.00
 \$24.50

Each of the aforesaid purchasers complied with the terms of the by executing a note for the amount of his purchase, due six months after date and bearing

February Term, 1916.

interest from date, with security thereon, and a lien retained on the premises as further security.

all the other property set out in the pleadings was bid off by the state, at the amount of the taxes, penalties, costs, fees and so forth, accrue on each, as shown in the list of property sold, to which (list) reference, for further particulars, is had, with the exception of the mineral interest of the Whiteside heirs in lands in the 8th district - which was settled upon the payment of \$25⁰⁰ under a compromise decree heretofore made in this cause and those cases dismissed upon former orders, as follows; tract: Josiah Varnell's heirs who held receipts for the taxes and the cause dismissed as to them and the costs adjudged against the County.

Fannie Redding, on payment of taxes costs and fees	\$ 10 ⁰⁰
J. M. Parker on payment of taxes costs fees	28 63
John Maher " " " "	6 69
J. D. Ritchie " " " "	8 00
	<u>\$ 53 32</u>
Less attorneys fees	20 00
	<u>\$ 33 32</u>

Which amounts are in my hands subject to the orders of the Court.

All of which is respectfully submitted this 12th day of February 1915.

J. S. Marshall C. & M.
And said report being unexcepted to, is by the Court in all things confirmed, except as hereafter contained.

It is therefore, ordered, adjudged and decreed by the Court that all the right, title, and interest of the defendants Lafayette Stuber, heirs, and James Wood, C. J. German, Lillian Later, S. H. Latter, Healey Douglass Sarah Lowery, Lewis Brown's heirs and R. C. Bell, C. H. Young, J. W. Logging and Logging, Summit City Improvement Company, two tracts, W. M. Wilhoite two tracts, Nancy Hoff's heirs and Albert Smith's heirs, and Elizabeth Smith's heirs, and an unknown 40 acre tract, in bill 443.

And Mrs. A. S. Steel, The Stoep's heirs, and N. C. Walker, A. M. Ford's heirs, and Maggie Mow, J. M. Clayton, Dock Scraggins, Sam Merriett, F. H. Hughes, W. H. David, A. Kelley's heirs, and George Maston, W. M. McKissick, --- Sharda, Ed Gier, Crowder heirs, and W. M. Wilson, and two unknown tracts, 160 acres and 22 acres respectively, in bill No. 444.

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And H. H. McRobb's heirs, and Jonee Cate, Robert Edwards, John Davis, Mary Evans, Jona Lowe, James M. Mullins, J. Richel's heirs, and Beards heirs, and Elijah Kibler, Emma Burwell, W. C. Davis, Whiteside heirs, and Dock Ballou's heirs, and Mrs. John Baker, W. C. Lanier, in bill 445, Mary Huffman, J. M. Daniel, Ben Snow, W. F. Heaton, J. N. Jolley, J. F. Pendergrass, Norman Bettis & Company, N. S. Morrison, J. F. Parker, J. K. Kibler, Josiah Lumb, A. J. Nelson, Craven heirs, and James Berg, Mrs. R. R. Combs, F. M. Cornelison, J. O. Everett, N. W. Paxton, and Julian Brooks, in bill No. 446.

W. A. Beck's heirs, and M. A. Chapman, Jennie Robinson, A. E. Everheart's heirs, and W. C. Lewis, Mrs. Mary DeWitt, Bud Denton, Sam Griffin, Emilie Kunion, James Madigan, W. M. Smith, James Arnold, Thos. Smith's heirs, and Mrs. Emma Poe, Mary Thornton, John Holder, Alon B. Bell, M. J. Goins, James Lane and an unknown be acre tract in bill No. 447.

And Ed Sheekabee, Lizzie Johnson, Giles Roberts, J. L. Loggins, W. M. David's heirs, and James R. Moore, W. H. Stone's heirs, and Josiah Vannell's heirs, and Hillian Arnold, Alice Bradford, Manerva Denton, Willie Suttles, and Mrs. Suttles in bill No. 448, and all other parties to these causes in and to said tracts of land, in both law and equity, be divested out of them and out of each of them, and be vested in the State of Tennessee as to all these tracts, which were bid in by the State of Tennessee, and that all the right, title and interest be vested out of the defendants herein and all others whomsoever and be vested in Charles Knouff of tracts J. O. Weston 2 tracts S. J. Shuler 2 tracts. Subject however to the lien for the balance of the unpaid purchase money due to the State of Tennessee for itself and for the use of James County.

The Clerk & master will further make, execute, acknowledge for registration, and deliver to any and all parties whomsoever, upon such party or persons paying to the Clerk & master the amount of money due to the State and James County, as costs, fees, penalties and taxes which may have become due thereon; and upon such person paying the master's legal fees for the same.

And it further appearing to Court, that the taxes, fees, penalties, costs etc., have all been paid, so

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to the following tracts or parcels of land: Fannie Redding, J. M. Parker, John Maher, and J. D. Ritchie and that the Whiteside interests was compromised on the payment of twenty five (\$25⁰⁰) dollars which has been paid into Court, and it further appearing to the Court that the owners of the following tracts had tax receipts, which the Court considered as proof that lands had been unjustly sold, namely: Josiah Varnell's heirs, and J. M. McDaniel (now owned by J. B. Hullander) Mary Reuff and F. H. Hughes.

And the J. N. Parker tract being the land owned by J. M. Parker, and the taxes having been paid by J. M. Parker, and that the A. S. Steel land was land that had been used for Eleemosynary purposes, and that the land sold as the Mary Huffman does not lie in James County, It is therefore ordered, adjudged and decreed, by the Court that the bids as to those tracts herein mentioned be dismissed, and the same is hereby dismissed; and James County, is hereby taxed with the costs of the cause pro the lands assessed to the heirs of Josiah Varnell, and J. M. McDaniel, Mary Reuff, Mary Huffman, F. H. Hughes, J. N. Parker and Mrs. A. S. Steel, For which Execution may issue.

The Clerk & Master is hereby directed to apply the proceeds of said sales of said lands, as provided in Chapter 37, acts 1911, Senate Bill No. 545.

namely: 1st To the payment of the costs of the causes herein, including a fee of five (\$5⁰⁰) dollars to be paid to R. P. Ransom, the attorney filing the bills herein, for each tract or parcel of land herein sold as provided in Chapter 37, acts of 1911.

2nd To pay to R. P. Ransom, the attorney conducting these causes ten per cent of the amount of taxes realized from the sale of said lands.

3rd To pay the State and County taxes in preference to others.

4th To pay municipal or taxing districts taxes &

5th The remainder if any there be shall be paid to the owner or owners of the lands thus sold.

For N. Mercer

Chancellor

February, Term 1916.

453, W. H. Kinde } No. 453.
 vs. } In Chancery Court at
 James H. Heaton et al. } Cottowah, Tennessee.

This cause came on to be heard before the Honorable Foss H. Mercer, Chancellor, etc. upon the bill answers sheets of C. O. Gray and James H. Heaton, proof, agreements Exhibits and briefs of Counsel for both sides. After due consideration the Court is of the opinion that the allegations of the bill are denied by the answers and not sustained by the proof.

It is therefore ordered and decreed that Complainant's bill be, and the same is dismissed, and that the defendants recover of the Complainant and surety on best bond to wit: United States Fidelity & Guaranty Co., all the costs of this cause for which execution will issue.

To this action of the Court in dismissing the bill and taxing Complainant with the costs Complainant excepts and prays an appeal to the next term of the Court of Civil Appeals at Knoxville, Tennessee, which appeal is granted by the Court, upon the execution of best bond as provided by law, in the penal sum of \$250.00.

The complainant being a non-resident is given thirty days from the entry of this decree in which to file said best bond.

O.K.

W. H. Payne & J. L. Fouck,
 Solicitors for Defendants.

O.K.

W. E. & L. F. Wilkinson,
 Solicitors for Complainant.

Enter this decree

Foss H. Mercer
 Chancellor

464, Callie Ford } No. 464.
 vs. }
 Joe Ford et al. } It appearing to the Court from the Master's report that there is in his hands the sum of Eighty five & 85/100 dollars which belongs to the minor heirs in this cause;

It is ordered by the Court that the Clerk & Master be authorized to loan said fund or place it in the Bank of Cottowah on interest bearing deposit until such a time as the heirs become of age

February Term 1916.

494.
 William Arnold }
 78 } No. 494.
 J. M. Brown et al }

This day came the parties by their solicitors and having announced that issues involved in the above styled cause had been satisfactorily settled and compromised between the parties in this suit; it is therefore ordered adjudged and decreed by the Court that the above styled cause be dismissed and that the cost of the cause be taxed to the complainant.

OK

Walter H. Cohn, atty for Plff.
 Neil F. Chandler Sol. for Defendant

Whereupon the Court adjourned until the next regular term.

Don H. Mercer
 Chancellor

State of Tennessee, August Term, 1916,
 James County, A Being Friday the 18th day thereof
 Be it remembered that at a regular term
 of the Chancery Court for James County Tennessee,
 begun and held at the Court House in Ooltewah
 on the first Friday after the second Monday in
 August 1916, present and presiding the Honorable
 Jas. H. Mercer, Chancellor of the Twelfth Chancery
 Division, the following proceedings were had to-wit:

Masters Financial Report:

To the Honorable Jas. H. Mercer, Chancellor, Holding the
 Chancery Court at Ooltewah, Tennessee August Term
 1916, I report the money in my office and the causes
 to which the several sums belong, not including costs
 as follows:

- Callie A. Ford vs. Joe Ford et al - - - \$64.89
 This sum belongs to the minor heirs,
 and is on deposit in the Bank of Ooltewah,
 bearing interest at 4% per cent.
- James L. Wolfe vs B. F. & Jeff Davis Adms., - - - \$73.00
 This sum is paid in on a Judgment
 by default.
- Bailey Hardware Co. vs R. H. Edwards et al. - - - \$1000.00
 This sum was paid in by agreement,
 to release an attachment on personal property
 and signed by the Solicitors of the parties
 to the suit and Eight Hundred (\$800.00)
 Dollars of said sum has been loaned to
 said Bailey Hardware Co. they having
 executed their note due six months
 after date with security as provided in
 said agreement.

Respectfully submitted this the 18th day of August 1916
 J. S. Marshall C. M.,

Masters Report as to notes due and unpaid:-
 To the Hon. Jas. H. Mercer, Chancellor, I beg to report notes
 due and unpaid in my office and the causes to which the
 same belongs to-wit:

- State of Tennessee vs. } Charlie Knauft & Mrs Gardner note for \$706.35
 vs. }
- In case of Fannie Redding et al. }
 This note was given Nov. 7, 1914 for lands sold
 for taxes fees &c., and due six months after date
- In case of State of Tennessee vs. Fannie Redding et al. }
 J. C. Neston & Luther Green note for \$ - - - - - \$ 16.20
 This note was given Nov. 7th 1914 for land
 sold for taxes, fees, &c., and due six months after date.

August Term, Friday, August 18th, 1916.

In case of State of Tennessee vs Fannie Redding et al;

S. J. Stutze & W. L. Holder note for \$24.50
 May 7th 1915 - Int for 6 months
 May 7th 1915 - Int for 6 months $\frac{.74}{\$25.24}$
 May 7th 1915 - Int for 6 months $\frac{12.87}{\$12.37}$
 Bal due

This note was given Nov. 7th 1914
 for lands sold for taxes fees &c, and due
 six months after date

In case of James Haven et al vs, Samuel McCrory et al;

A. S. Johnson & Mary C. Johnson note for - - \$255.00
 this note given for land sold Sept 20th 1915
 and due six months after date

Recd let fully
 J. S. Marshall et al

James Haven et al. }
 vs. }
 Samuel McCrory et al }

No. 466.

In this cause on this the 18th day of August 1916, before the Honorable Foss H. Mercer, Chancellor, Came J. S. Marshall the Clerk and Master of this Court and proceed in open Court, the following note:-

\$255.00
 Coltwah Tenn., Sept. 20th, 1915.
 Six months after date we, or either of us promise to pay
 J. S. Marshall, Clerk and Master of the Chancery Court of James
 County, or his successor in office, Two hundred and Fifty five
 & 20/100 Dollars, with interest from date, being the first payment
 for lands of Joseph McCrory, deceased, and sold under a
 decree of said Court in the case of James Haven et al
 Complainants, and Samuel McCrory et al Respondents
 and a lien is retained on the property until this note
 is paid.
 A. S. Johnson (Seal)
 Mary C. Johnson (Seal)

And moved the Court for judgment thereon in his name for the use of those entitled to the proceeds thereof and for the enforcement of the lien specified on the face of said note and in the decree in this cause. And it appearing to the Court from an inspection of said note that the sum of Two Hundred & Sixty nine & 7/100 dollars principal and interest is due on said note, it is ordered and decreed by the Court, that said J. S. Marshall as Clerk & Master of this Court, for the use of those entitled, recover of A. S. Johnson and his said surety Mary C. Johnson said sum of Two hundred & sixty nine & 7/100 Dollars and the cost of this motion. And it further appearing from an inspection of said note, and of the record in

August Term, 1916.

this cause that said note was given for the purchase money of a tract of land sold in this cause, and that a lien was retained on said land to secure the payment of said note and said purchase money, said land being described as follows:

Said tract of land is described as follows: In the first, formerly second Civil District of James County, Tennessee, and being the Northwest quarter and the North half of the Southwest quarter of Section Fifteen, fractional Township Three North and Range Three West of the basis line in the Cedar District together with all appurtenances thereto including a certain strip for drainage purposes; said tract of land contains Two hundred and Forty (240) acres more or less.

It is therefore ordered adjudged and decreed that said land be subject to the satisfaction of this decree; and unless this decree is satisfied within 4 months from this date, the master after advertising according to law will proceed to sell said land at public sale at the Court house door in Cottwell Tennessee, to the highest bidder, for cash in hand in bar of the equity of redemption. He will report his action in the premises to the next term of this Court, until which time all other questions are reserved. It is further decreed that in event that the proceeds arising from the sale of said tract of land after confirmation of said sales shall prove insufficient to satisfy this decree Execution may issue after such confirmation for such Balance as may remain unsatisfied.

Fair H. Mercer,
Chancellor.

Eliza Jane Priddy et al. }
vs }
Mollie Smith et al. }

No. 486.

Be It Remembered, That this Cause came on to be heard on this the 18th, day of August, 1916, before the Honorable Fair H. Mercer, Chancellor, at his Chambers in McMinnish Tennessee - upon the pleadings, proof and entire record in the Cause and especially upon the motion by the Complainants to confirm the report of sale

Friday August 18th, 1916.

heretofore made and filed in this cause on the 1st day of April, 1916, which report is in the words and figures following, to-wit:

State of Tennessee - Chancery Court of James County.

Eiza Jane Priddy, et al. }
 vs. } No. 496.
 Mollie Smith, et al. }

To The Honorable Foss, H. Mercer, Chancellor, etc.,

The undersigned beg leave to report that, pursuant to a decree heretofore rendered in the above stated cause at the February Term, 1916, after advertising the time, terms, and place of sale as required by said decree in the James County Times, a newspaper published in James County, Tennessee, he on the first day of April, 1916, at one o'clock P.M., at the Court House door in the Town of Ooltewah, exposed to sale at public outcry and sold to the highest bidder, in bar of the equity of redemption, on a credit of six and twelve months, requiring notes with good security, bearing interest from date and retaining a lien on the land, until the purchase price is fully paid, the following described real estate in James County, Tennessee, to-wit:

(1st Tract) Containing about 70 acres and being the southeast fractional quarter of Section 18, of 3rd fractional township north, and 3rd range west of the basis line in the Ocoee District.

(2nd Tract) Also 40 acres, more or less, being the southeast corner of the northeast fractional quarter of said section 18, 3rd Township north and range 3 west of the basis line in the Ocoee District, all of which is bounded on the north by the lands of Ezekiel Haury, on the east and south by J. H. Moon, and on the west by Tennessee River, subject, however, with right-of-way for the purpose of access to and from the Tennessee River and wharf and landing purposes, over and on said place for access to and from said river and vessels thereon, when Bart Howard and A. Howard, being the highest and best bidder for same, became the purchasers of the property as a whole at the price of \$3000.00, for which they gave their two promissory notes each for the sum of \$1500.00, dated April 1st 1916, due respectively six and twelve months after date and bearing interest from date with H. H. Howard as surety thereon, said notes show on their face that they are given for

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and are a lien on said land and are on file in this Court and cause."

And said report being unexcepted to, the same is by the Court in all things confirmed.

It is, therefore, ordered, adjudged, and decreed by the Court that all the right, title, claim and interest of each and all the parties to this cause, in and to the following described real estate in James County, Tennessee:

(1st Tract) Containing about 70 acres and being the southeast fractional quarter of section 18, of 3rd fractional township north, and 3 range west of the basis line in the Ocoee District.

(2nd Tract) Also, 40 acres, more or less being the southeast corner of the northeast fractional quarter of said section 18, 3rd township north and range 3 west of the basis line in the Ocoee District. All of which is bounded on the north by the lands of Ezekiel Henry, on the east and south by J. H. Moon and west by Tennessee River subject however, with right-of-way for the purpose of access to and from the Tennessee River and wharf and landing purposes, over and on said place for access to and from said river and the vessels thereon, be divided out of them and each of them and be vested in Bart Howard and G. Howard share and share alike, in fee simple, subject alone to the lien retained for the purchase money; and it being made to appear to the Court that the said purchasers of said property desire to pay for same in cash, it is ordered by the Court that the Clerk & Master for and payment for said property in cash and upon the payment of same the Master will execute and deliver to the purchasers, upon payment of the fee thereof, a certified copy of this decree as their muniment of title or if they prefer, the Master will execute and deliver to them a deed. It further appearing to the Court that Olga Jane Priddy has a life estate in all of said property, and that she is sixty-seven years of age, and that she joined in the proceedings and agreed to accept the the present cash value of said life estate in lieu of retaining said property during her lifetime, and the Court being of the opinion that the sum of \$1100.00, is the present cash value of said life estate, it is pleased to decree; it is therefore, ordered by the Court that the Clerk & Master pay

August Term 1916.

to the said Eliza Jane Priddy out of the proceeds of the sale of said land the sum of \$1100.00, being the present cash value of her life estate in said property.

It further appearing to the Court that by the Will of John Priddy, deceased, it is provided that out of the sale of said property there shall be paid to Dave Priddy \$500.00; James Priddy \$500.00, Jennie Priddy Baker \$500.00; Melissa Priddy Roark \$500.00; Henrietta Priddy Millard \$250.00 and Mollie Priddy Smith \$250.00, but that the bequest to Dave Priddy shall be credited with an advancement of \$150.00, and the bequest to Henrietta Priddy Millard shall be credited with an advancement of \$150.00, and the bequest to Mollie Priddy Smith shall be credited with \$150.00; it is ordered by the Court that the master shall first pay to James Priddy, Jennie Priddy Baker and Melissa Priddy Roark, each, \$150.00, and that the remainder shall be pro-rated among Dave Priddy, James Priddy, Jennie Priddy Baker, Henrietta Priddy Millard, and Mollie Priddy Smith in proportion to the balance due to each of said parties, it being decreed that there will be due after said payment, as set out above, to Dave Priddy, James Priddy, Jennie Priddy Baker, and Melissa Priddy Roark each, \$350.00 and to Henrietta Priddy Millard and Mollie Priddy Smith, each, \$100.00, and in the distribution of the remainder of said funds the payments shall be paid to said parties in that proportion.

It is further ordered and decreed that if there is any remainder left, after the payment of the above bequests, out of the proceeds of the sale of said property the same shall be equally divided among Dave Priddy, James Priddy, Jennie Priddy Baker and Melissa Priddy Roark.

It being made to further appear to the Court that Whitaker & Foust and W.H. Payne have a contract with the Complainants for a fee of \$75.00 and the Court being of opinion that same is a reasonable fee for their services in this cause, it is ordered by the Court that said amount be paid to the said Whitaker & Foust and W.H. Payne as a part of the costs of this cause the costs of this cause will be paid out of the funds in Court before the distribution of any part thereof.

For H. Mercer,
Chancellor,

August Term, 1916.

Jennie Y. Priddy et al. }
 vs. } No. 508.
 John Priddy }

This cause came on to be heard before the Hon. Foss H. Mercer, Chancellor, on this the 18th day of August 1916, and it is made to appear to the Court that the name of the widow of Dr. Burk Priddy, deceased, was named Mattie E. Priddy instead of Jennie Y. Priddy and upon motion of Complainant's Solicitor the bill is so amended, changing the name of Jennie Y. Priddy to Mattie E. Priddy.

It further appearing to the Court that publication has been regularly made for the defendant, John Priddy, non-resident, requiring him to appear and make defense and that he has failed to appear and make defense within the time required by law. It is therefore ordered by the Court upon motion of Complainant that judgment pro Confesso be had against said defendant, John Priddy and the cause set for hearing Ex Parte as to him.

It then further appearing to the Court that Dr. Burk Priddy was the owner of the lands described in Complainant's bill, that he died intestate and left surviving him his widow, Mattie E. Priddy and the following lawful heirs; Mattie Glingan; (2) Lydia B. Shelton; (3) John Priddy; (4) Addie Roark; (5) James B. Priddy; (6) Mallie Roark; (7) Dan Priddy; (8) Jesse Priddy; (9) Nera Salomon, and that said widow is entitled to homestead and dower in said real estate and that the nine heirs heretofore named are each the owners of a one-ninth undivided interest in the fee.

It further appearing to the Court that said real estate is so situated that it cannot be equitably partitioned in kind, and the bill praying for a sale of said land, it is ordered and decreed by the Court that said land be sold for partition; and it further appearing that the land is in three separate tracts, that it be first sold as a whole and then in three separate tracts and the sale adopted by the master, which brings the highest price. The sale will be made of the life estate of the widow, she having consented to the same as appears in the original Bill and having agreed as is represented to the Court to take in lieu of her life estate a one-tenth share of the proceeds.

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of said sale; and it appearing to the Court that her life estate if determined by the rules for valuing a life estate would be worth more than a one-tenth of the same, but by her said Consent it is decreed by the Court that she be given one-tenth of the proceeds of said sale as her portion of said estate. That the proceeds therefore be divided into ten shares, in other words that she take a child's share of said estate. Said sale will be to the highest bidder, requiring twenty per cent of the same to be in cash and the remainder on a credit of six and twelve months in two equal payments, taking notes with personal security, retaining a lien on the land to further secure the same. All other questions are reserved until the coming in of the Report of Sale.

Foss H. Mercer,

Chancellor,

James Wolfe

vs.

B. F. & Jeff Davis,

Adms. Cynthia Davis, dec'd.

No. 491.

This cause was heard before Hon. Foss H. Mercer, Chancellor &c, upon the report of the Clerk & master filed May 2nd 1916, & Exceptions of Complainant & Defendants thereto & the proof & former orders & decrees & after argument of Counsel & due consideration the Court is of opinion & so finds & decrees that the exceptions of Complainant are not well taken & same are overruled - The Court is of opinion that the amount allowed Complainant for boarding & caring for Cynthia Davis from Jan'y 1st 1911 to March 29, 1914, by the Clerk & master is too much & that a reasonable sum would be \$15⁰⁰ per month & said report is so modified & the exceptions of Defendants are in part sustained and the first exception as to credit of \$26⁰⁰ is allowed.

This recovery will be credited also with payments of \$200⁰⁰ made by Bank of Cottwah, Wisconsin to Complainant & two notes set up in answer against Complainant for \$25⁰⁰ & \$14⁰⁰ with interest to July 6, 1915, date of filing bill.

It is therefore ordered, adjudged, and decreed that Complainant have and recover against Defendants B. F. & Jeff Davis Adms. of Cynthia Davis, dec'd, the sum of \$585.00 being at the rate of \$15⁰⁰ per month from January 1st 1911, to March 28th 1916 less \$200⁰⁰ paid by Bank of Cottwah \$26⁰⁰ Cash

August Term, 1916.

On hand at death of Cynthia Davis and \$40.37 being amount, two notes for \$25.00 + \$14.00 with interest to July 6, 1915, making the sum of \$266.32 leaving balance of Three hundred + Eighteen + 63/100 (\$318.63) dollars with interest from July 6, 1915 viz: \$21.34 making total sum of Three hundred and thirty nine + 97/100 (\$339.97) dollars and also the costs of the cause, for which execution may issue, if necessary.

Complainant's Solicitor, John O. Benson is upon motion allowed a lien upon said decree for his reasonable fees.

From so much of said decree as adjudges that complainant is not entitled to but Fifteen Dollars per month for the time, Jan. 1st, 1911 to Mar. 29, 1915, and from the decree holding that complainant had been settled with and hence was not entitled to recover from last of Jan. 1907 to 1st of Jan. 1911, complainant prays an appeal to the next Term of the Supreme Court to be held at Knoxville Tenn. and he having tendered a sufficient appeal bond, said bond is filed and the appeal granted.

OK.

John O. Benson, Atty. for Complainant
W. B. Swanson, Atty. for Defendants

Foss H. Moreson,
Chancellor.

G. W. Smith

vs.

Alexander Spriggs et al.

No. 488.

In this cause the Complainant will be allowed to retake his deposition or any other deposition heretofore taken and any other not taken by giving the notice of 20 days as required by statute. The cause is continued by Complainant until the next term -

Upon motion of J. E. Hatch, made in open Court it is ordered by the Court that George E. Westenberg's name be enrolled as an authorized Solicitor of this Court.

Foss H. Moreson,
Chancellor.

August Term 1916,

501. General Trusty et al. }
vs. Felicia Shelton et al. } No. 501.
In Chancery,

The bill in this cause praying for a sale for partition, but the facts not sufficiently appearing, it is ordered by the Court that the Master hear proof and report instant.

1st - Who are the owners of the premises sought to be sold, and the respective rights, titles and interests of the parties therein, and what share or part belongs to each.

2nd - Whether the premises are so situated that partition thereof cannot be equitably made, or whether they are of such description that it would be manifestly to the advantage of the parties that the same should be sold instead of partitioned.

3rd - Whether there are any encumbrances on the premises not disclosed in the pleadings and if so, what are to whom belonging.

4th - Whether there are any rents due the owners of the premises by the tenants and if so whether a receiver should be appointed to collect same.

Fors H. Mercer,
Chancellor.

501. General Trusty et al. }
vs. Felicia Shelton et al. } No. 501.
In Chancery Court
Decree of Sale.

This cause came on to be heard this August 18th, 1916, before Chancellor, Fors H. Mercer.

I.

Upon the pleadings and the proof, and the report of the Master which report is as follows:

Masters Report as to Sale.

The undersigned would respectfully report that, in obedience to a decree made in this cause requiring him to report,

1st - As to the rights titles and interests of the various parties in and to the land described in the bill.

2nd - As to the manifest advantage of a sale rather than partition in kind.

3rd - As to encumbrances, if any.

4th - As to rents due the owners and advisability of receivership.

He has considered the proof which has been taken in the cause and reports as follows:

August Term 1916.

I.

1st. That Thomas Burrell died intestate seized and possessed in fee of the following described tracts of land:

One hundred fifty-eight and one-half (158½) acres of land deeded to T. S. Burrell and Eliza Burrell by L. D. Funnell, dated May 12th, 1911, said land being in the 10th Civil District of James County, Tennessee. Said property is more particularly described as follows:

The southwest quarter of Section 30 Township 3, Range 2, West of the base line of the Cecil District excepting one and one-half (1½) acres sold from said quarter by T. S. Burrell, one acre being off the southeast corner to L. M. Roy and one-half acre conveyed by deed to F. M. Lowery.

Also a tract comprising seventy-nine and one-half (79½) acres more or less, being a part of the Hiram Douglas farm and described as follows: Bounded on the north by the public road, on the south by the lands of Mrs. Carson and on the west by the lands of E. F. Wilson, on the east by Georgetown-District public road, on the south by the lands of Mrs. Carson, and on the west by the lands of Bird Mouser. (Exhibits A. & B. Depositions of John Hall.)

2nd That said heirs and their respective interests or shares in said land are as follows: (1) William Burrell, a brother, (2) Mrs. Delia Shetton, (3) Samantha Hooper and (4) Marita Hooper, sisters and (5) General Trusty and (6) Sherman Trusty, half-brothers each of whom are owners of an undivided one-sixth interest in said land. (Depo. of John Hall: P. 32 William Burrell, P. 2.)

II.

It would be manifestly to the advantage of the parties that the land be sold instead of partitioned (Depo. P. M. est. Q. 15-16. P. 3: W. R. Carson, Q. 15-16. P. 11; J. S. Carter, Q. 5. P. 16; J. G. Watkins, Q. 10. P. 18; F. L. Tallant, Q. 6. P. 22; E. C. Smith, Q. 6. P. 24; W. B. Lucas, Q. 4. P. 28; John Hall, Q. 8. P. 32; The two farms would probably bring a larger price if sold as two farms than if subdivided into six parts and sold. (Depo. Burrell, P. 8. P. 6; B. Mouser, Q. 4. P. 17; B. H. Biggs, Q. 7. P. 21; J. L. Burns, Q. 8. P. 28; R. P. Kerr, Q. 6. P. 21.)

III.

There appears to be no liens or encumbrances on the

August Term, 1916,

land. The 1915 taxes have not been paid,
IV.

John Shelton, nephew of deceased, William Burrell, is cultivating a portion of the land, and the owners herebefore enumerated are entitled to rent for the crop year, (pro. Shelton Q. 23-24, P. 12)

A Receiver should be appointed to collect said rents and distribute same to the owners along with the purchase money.

Respectfully submitted, August 18th, 1916,

J. S. Marshall C. & M.

And said report being excepted to by the defendants and said exceptions being made known to the Court and argument of counsel having been heard, and the premises understood by the Court, the Court overruled and disallows all of said exceptions, and the Master's Report is in all things confirmed.

III.

And the Court being satisfied that the facts are as set out in said report, the respective rights and interests of the parties are adjudged and settled accordingly, the share of each party being as reported by the Master.

IIII.

It is therefore ordered and decreed by the Court that said land be sold for partition and the Master will first sell the two farms jointly to the highest and best bidder, and then the Master will sell each farm separately and will adopt that sale which produces the largest sum. Said sale will be on terms of 1/3rd. Cash, balance 1/3rd. in one year and 1/3rd. in two years from date. The Master shall take from the purchaser two notes covering the balance with security, drawing interest from date and retaining a lien upon the land.

Said tracts of land are described as follows:

One hundred fifty-eight and one-half (158½) acres of land deeded to T. S. Burrell and Eliza Burrell by L. D. Fennell, dated May 12th 1911, said land being in the 10th Civil District of James County, Tennessee, said property is more particularly described as follows:

The southwest quarter of Section 30, Township 3, Range 2, West of the Basis line of the Cooper District, excepting one and a half (1½) acres sold from said quarter by T. S. Burrell, one acre being off the south east corner to L. M. Roy, and one-half acre conveyed by

August Term, 1916

deed to F M Roy.

Also a tract comprising seventy-nine and one-half (79½) acres, more or less, being a part of the Abram Douglass farm and described as follows:

Bounded on the north by the lands E. T. Wilson, on the east by the Georgetown-Oakview public road, on the south by the lands of Wm. Carson, and on the west by the lands of Bird Manger. (Exhibits "A" and "B" Depositions of John Hall.)

The master will report his action to the next term, but will, after said sale and after the time for raising biddings has expired, take a reference to ascertain what is a reasonable fee for the solicitors in this cause.

All other questions are reserved until the next term of this Court.

505
Dennie Smith Krauff, et al. } No. 505.
vs. } In Chancery Court of James
Judson R. Smith et al. } County, Tennessee.

This cause having come on to be heard this 18th day of August 1916, before the Honorable Fore H. Mercer, Chancellor, upon the original bill filed by complainants in this cause and demurrer of defendants, Judson R. Smith and Chattanooga Savings Bank, Guardian of Horace Smith and Charlie Smith.

It is ordered, adjudged and decreed by the Court that said demurrers be and are overruled, and defendants are allowed ten days in which to file their answers in this cause.

506
F. R. Smith et al. }
vs. } No. 506.
Roy Smith et al. }

In this cause on motion of complainant, they are allowed to amend the original bill by alleging the statutory grounds for sale instead of partition and so as to show cause if they have any why the widow and minors are not entitled to homestead, and that the widow is not entitled to dower. And to make a correct description of the land. And complainants will be allowed twenty days in which to make these amendments.

Fore H. Mercer,
Chancellor,

August Term 1916.

Jessie Burgess & Joseph C. Burgess
vs.
L. L. Parker } No. 498.

Be it remembered that this cause came on to be heard on this the 18th day of August 1916, before the Hon. Foss H. Mercer Chancellor, when it was made to appear that the process in this case was regularly served on the respondent in person requiring him to appear at the April 1916 Rules of this Court and make defense to complainant's Bill but that he came not within the time required by law but made default, it is therefore considered by the Court that the allegations of the Bill be and they are taken for confessed and the law will proceed to a hearing Ex Parte as to him,

This cause coming on to be further heard on the original Bill, the exhibits thereto and the judgment pro confesso here to fore regularly taken, from all of which the Court finds and decrees that the Respondent is justly indebted to complainant on vendors lien notes in the amount of \$497⁵² principal and interest and that the notes provide for a reasonable attorney's fee and that the Court finds that \$75⁰⁰ would be reasonable which is allowed without ^{a demand} making in all the sum of \$572⁵² together with all the costs of the case for which a decree is rendered against the Respondent and in favor of Complainant and the Court decrees that this judgment is a vendors lien on the West half of Section Eight the East half of the North East quarter of Section Seven the South East quarter of Section Six, all in fractional Township one South Range two West of the Paris line in the Osage District and being and being in James County, Tennessee, and the Court is pleased to give the Respondent 60 days in which to pay the same unto Court with interest and in default the master will advertise said land for sale as required by law and sell the same to the highest and best bidder on a credit of six, twelve and Eighteen months with approved security and in bar of the equity of Redemption Homestead and dower rights (Complainant having prayed for the same in the Bill and at bar) and will report his action to the next term of this Court.

All other matters will await the coming in of this Report.

Foss H. Mercer,
Chancellor.

August Term 1916.

471 / Robert McKissick }
 75. } No. 471, In the Chancery Court
 Benford Hight, alias } of James County, Tennessee
 Dink Hight }

Decree

This cause came on to be heard before the Hon. F. H. Mercer, Chancellor, on this the 18th day of August 1916, upon the original bill answered, definitions on file, and the agreement of the parties to the suit, from all of which it appears that Complainant, Robert McKissick, is the owner of, and entitled to recover the land described in the bill in this case, viz: "Forty acres of land in the Civil District of James County, Tennessee, and bounded as follows, on the north by the lands of Mallie Hunt, on the east by the lands of Harley, on the south by the lands of Harley, and on the west by the lands of Peon, and it being the same lands on which the defendant Benford Hight alias Dink Hite lived at the commencement of this suit, about two miles west of Coltwal, Tennessee and being the same lands formerly owned by Caesar Smith, colored, and his wife Ladora Smith and where they lived, at the time of their death."

It is therefore ordered, adjudged and decreed by the Court that all the right, title and interest that defendants Benford Hight, alias Dink Hite, has or may have had in and to said described lands be divested out of him and that same be vested in Complainant, Robert McKissick. And that a writ of possession with issue by the Clerk & master to put said Robert McKissick into peaceable possession of said land.

The defendant will pay all the costs of the cause for which execution may issue.

John A. Hood
 Att for Complainant
 John H. Early
 Sec

Fors H. Mercer
 Chancellor

August Term 1916.

State of Tennessee et al.	}	Nos.-	
vs.			
Lafayette Stokes et al.			443.
Mrs A. S. Steel et al.			444.
Fannie Redding et al.			445.
Mary Huffman et al.			446.
W. A. Beck heirs et al.			447.
Ed Hueckel et al.	448.		

In the Chancery Court at Cottwahi,
Tennessee, August Term 1916,

In the above styled causes came R. P. Ramsey
and moved in open court for an order directing
the Clerk & master to pay to R. P. Ramsey the sum of
Fifty (\$50⁰⁰) Dollars as part of fees in said causes;

Wherefore it is adjudged and ordered by the
Court and the Clerk & master is hereby directed to pay
to the said R. P. Ramsey the sum of Fifty (\$50⁰⁰)
Dollars, as part of the fees for services rendered
in these causes-

Enter the above
Foss H. Mercer,
Chancellor.

A. C. Fagala et al.	}	No. 465
vs.		
Mrs Lillie Watkins et al.	}	In this cause by con- sent of counsel for the respective parties in open court given and by agreement of said counsel the Court is pleased to and does hereby allow the Petition of Mrs. Sanders et al. filed in this cause to the end that they may become parties to this cause and have their rights and interests involved in the property and controversy determined in this cause, with the least possible cost to all the parties.

And it being further agreed by counsel for the
respective parties thereto in open court, said
Petition is by the Court allowed to be filed in this
cause and prosecuted herein without cost bond,

Foss H. Mercer
Chancellor

August Term 1916.

503 / Hubert Parker } No. 503.
 vs. } In Chancery
 Wallace Parker et al. } James Coumb.

In this cause it appearing to the Court that defendants have this day filed answer and cross-bill in this cause, it is ordered and decreed that Complainants have ten days in which to plead to said cross-bill

Foss H. Mercer,
 Chancellor.

404 / J.M. Rains et al. } No. 504.
 vs. }
 Amanda Foadle et al. }

In this cause it appearing to the Court that William Davis, one of the defendants, in the original bill is a nonresident of the State of Tennessee and that fact appearing from the affidavit of J.M. Rains and of what state he is a resident said affidavit does not know and upon diligent enquiry can not be ascertained it is therefore ordered that publication be made as required by law in such cases to notify and command the said William Davis to appear at the next October Rules of this Court to answer the original bill in this cause.

It is further adjudged that this cause be continued until the next regular term

Foss H. Mercer,
 Chancellor.

456 / J.A. Biggs et al. } No. 456
 vs. } Be it remembered that
 Jose Burgess et al. } J.N. Smith, through his attorney
 M.E. Wickerson made application to withdraw from the file in said cause a certified copy of the will of J.M. Davis and it appearing to the Court that this request was proper, the Clerk and Master is hereby authorized and directed to turn over to said Smith said copy of will, upon his executing a receipt upon the execution docket in the following words:

Received of J.S. Marshall Clerk and Master
 Certified Copy Will of J.M. Davis heretofore
 filed in the above styled Cause.
 This 24 day of August, 1916

August Term, 1916

502/ Owen Davis }
 vs. } No. 502.
 J. N. Smith } In Chancery Court at Ottawa, Tennessee

Motion

Comes the Complainant and moves the Court to strike the defendant's answer to the original bill in this cause for scandal and impertinence, for that, where- as said defendant in the Seventh Paragraph of his said answer used the following language, namely: "It is true that Complainant has little or no property and no education. He might have added with equal truthness that his life and character to the present time are both worthless" which pleading complainant is advised and believes to be scandalous and impertinent, and a disgrace to the records of this Honorable Court, and Complainant further moves the Court for a pro confesso and that this cause be set for hearing ex parte as to the defendant J. N. Smith
 Cogswell & Fletcher Sol.

Motion Allowed

Mercer

Chancellor

Order

Motion to strike the answer of the Defendant for scandal and impertinence having been heretofore filed and coming on for a hearing before the Hon. F. H. Mercer, Chancellor, Friday August 18, 1916, the Court being of the opinion that the motion is well taken as to words therein after quoted it is therefore ordered that the following words in the said answer be stricken for scandal and impertinence;

"It is true that Complainant has little or no property and no education. He might have added with equal truthness that his life and character to the present time are both worthless."

The foregoing order having been made on August 18, 1916, it is entered now for the

Cogswell & Fletcher

Solicitors for the Complainant

W. E. Wilkerson
 Solicitor for the Defendant.

August Term 1916.

503

Hubert Parker, } No. 502,
vs. } In Chancery Court at
Wallace Parker et al. } Oottawah Tennessee.

In this cause it appearing to the Court that process had been duly served on all of the resident defendants and publication made for the non-resident defendants, and that some of the defendants have failed to answer, including Z. T. Watkins, Administrator of Mrs. Lou H. Adams and J. P. Parker, deceased, and that a Cross-bill has been filed by Z. T. Watkins, Administrator of Mrs. Lou H. Adams and J. P. Parker, deceased, for the purpose of winding up the estate as insolvent and asking for the administration of said estate to be removed to this Court, and it further appearing that the attorney for complainant, Hubert Parker appeared in open Court and waived publication for the complainant and agreed to enter his appearance herein to the Cross-bill, and that all the other parties are before the Court by service of process or publication and that the attorney for Z. T. Watkins as an individual, H. B. Poe and wife Lena Poe, Mrs. Jessie Leath, and the following heirs at law of Dr. R. K. Watkins (who died since the bill in this cause was filed) namely: Jamie Watkins, Stonewall Watkins, Mrs. Ethel Collins and husband, Arch Collins, Mrs. Blanche Rogers and husband -- Rogers, Mrs. Cleo Taylor and Dr. Taylor and Leath Watkins appeared in open Court and waived the issuance of process as to them on the Cross-bill, and the heirs of Dr. R. K. Watkins entered their appearance to the original bill and agreed that the cause might be revived against them as the heirs of Dr. R. K. Watkins, deceased and it appearing to the Court from the allegations of the Cross-bill that this is a proper case for the administration of the estate of Mrs. Lou H. Adams and J. P. Parker, deceased, to be removed from the County Court of James County, Tennessee, and that the same should be settled in this Court, it is decreed accordingly.

It is therefore ordered, adjudged, and decreed by order of the Court and also by consent of parties, that this cause be referred to the Clerk and Master to take proof and report and report upon the following matters, namely:

I.

That, if any, debts are outstanding against

August Term 1916.

the estate of Mrs. Lou H. Adams at the time of her death, giving the names of creditors and the amounts of their claims.

2.

What, if any debts are outstanding against the estate of J. P. Parker, deceased, giving the names of creditors and amounts to each -

3.

Whether or not it will be necessary to sell the real estate belonging to the estate of Mrs. Lou H. Adams and J. P. Parker, deceased, in the event the Court holds the property in litigation is subject to the payment of the debts against said estate.

4.

What, if any, real estate did Mrs. Lou H. Adams and J. P. Parker, deceased, own at the time of their death, respectively; but the question as to the liability of said real estate for sale for the payments of the debts against said estate is reserved by the Court.

5.

Who are the heirs at law of J. P. Parker, deceased, It is further ordered by the Court that publication be made by the Clerk & Master requiring all creditors of the estates of Mrs. Lou H. Adams, deceased, and J. P. Parker, deceased, to become parties by petition in this cause and that they be enjoined from bringing suit against the administrator except in this cause.

It is further ordered, adjudged, and decreed, that J. S. Marshall, Clerk & Master, be appointed receiver to take charge of the real estate described in the original bill and that he be required to collect the rents from said real estate for the year 1916 and that he be authorized to rent said real estate for the year 1917. Said receiver is especially authorized to continue the lease to the Chattanooga Paint Company for mining ore on the real estate in question and to collect past due royalties or rents, as well as royalties, or rents, hereafter to accrue under said lease or leases.

O.K.

Allen Hitzfeld, Sol. for Complainants
& defendant to Cross-bill

W. B. Swaney Sol. -

There upon the Court
Adjourned until the Court
in session

Done to Merwin
Chancellor

August Term 1916

Fannie Smith Knauff
 vs.
 J. R. Smith Administrator
 of C. D. Smith, deceased

No. —
 In Chancery Court,
 James County, Tennessee

Decree.

This cause came on to be heard this 16th day of October 1916, before E. C. Smith, O. G. Hughes and J. M. Wooten arbitrators under the authority vested in them under the written submission to arbitration signed by the Complainant and defendant in this cause and heretofore filed with the Clerk & master and placed of record in his office. Said submission vesting the arbitrators with full and complete authority to decide in what amount, if any, J. R. Smith, Administrator of the Estate of C. D. Smith, deceased, is indebted to complainant Fannie Smith Knauff for services rendered the decedent by complainant during the life time of the said C. D. Smith,

And said Arbitrators having fully considered the testimony of witnesses examined before them orally at the Court House in Dalton on the -- day of --- 1916, the argument of counsel for complainant and defendant and the additional depositions taken by complainant and defendant since said hearing at the Court House, together with the briefs of counsel. And said arbitrators having this 19th day of October 1916, filed their award in the office of J. S. Marshall, Clerk & master of this Court in words and figures as follows, to wit: - "We find the estate of C. D. Smith, deceased, indebted to Fannie Smith Knauff in the sum of \$1400⁰⁰. The costs of this arbitration hearing shall be paid by J. R. Smith Administrator of said estate". It is therefore ordered adjudged and decreed that said Fannie Smith Knauff shall have and recover against J. R. Smith, Administrator of the estate of C. D. Smith, deceased, the sum of \$1400⁰⁰ and the costs of said arbitration hearing, and the costs of this Court for which Execution will issue. The Clerk and master will enter this cause upon the minutes of this Court and enter the costs of said arbitration upon the execution docket; pursuant to the ^{provisions} of the arbitration agreement, the award ofore said is hereby made the decree of the Court.
 O. K. Thomas Thomas atty. - O. K. Allen Hitzfeld atty -

August Term 1916.

No. 504, J.M. Rains et al. } No. 504
 vs } In Chancery Court at James County,
 Amanda Griddle et al } Tennessee.

The bill in this cause praying for partition of a tract of land therein described and the defendants in this cause having filed an answer alleging that partition in kind is not practicable but that the land should be sold for partition, it is ordered by the Court that the Master hear proof and report insofar as:

First. - The exact boundary and extent of the land involved in this suit.

Second. - Who are the owners of the premises and the respective rights, title and interest of the parties therein and what share or part belongs to each.

Third. - Whether the premises are so situated that partition thereof can be equitably made; or whether they are such description that it would be manifestly to the advantage of the parties that the same should be sold instead of partitioned.

Fourth. - Whether there are any debts of W.F. Rains, deceased, which are a charge upon said real estate and whether there are any encumbrances on the premises not disclosed in the pleadings, if so, what and to whom belonging.

The Master will report to the August Term, if practicable, if not, to the next term of this Court.

Citizens National Bank }
 vs } In Chancery Court at Colliwell Town,
 James County } Tennessee.

In this cause came the Complainant by its attorney, Allen Hitzfeld and defendants, James County by E.C. Smith, Chairman of the County Court, and John O. Hall, County Court Clerk, and by consent and agreement of all parties enter the following decree, viz: Judgment will be entered against the defendants and in favor of the plaintiff for the principal sum of Fourteen Hundred Dollars, with interest from and after Feb'y, 1916. Defendants James County will pay the costs of this cause.

Approved Allen Hitzfeld
 Sol. for Complainant.

E. C. Smith,
 Chairman, County Court

John O. Hall
 County Court Clerk

August Term, 1916.

General Trusty et al. } In Chancery, Court
vs } James County, Tennessee
Felitha Shelton et al. }

Order of Reference

This cause coming on for hearing before the Honorable Fore H. Mercer, Chancellor, on this November 28th, 1916, on of complainant for an order of reference the Court is pleased to direct the Master to examine disinterested witnesses and report; first, what is the proper fee to be allowed the solicitor for complainants in this cause second, what is a reasonable fee for solicitor for defendants

The Master will report to the present term of this Court

O.K. F.E. Thatch

Allen Fitzfeld

General Trusty et al. } In Chancery,
vs } James County, Tenn.
Felitha Shelton et al. }

Consent Decree

In this cause, Allen Fitzfeld, solicitor of record for General G. Trusty and Sherman Trusty, Complainants in the bill filed in said cause, and F. E. Thatch solicitor of record for Felitha Shelton, Martha Hooper and husband, Jack Hooper, Samantha Hooper, William Burrill and wife Sallie Burrill, defendants in said original bill; said Complainants and defendants being the sole surviving heirs of Thomas Burrill, deceased, owner of the lands heretofore sold in this cause for partition, all of said parties being of lawful age and sound discretion; Agree and Consent that the sale of the two tracts of real estate herein reported by the Clerk & Master be confirmed, that the purchaser who has paid one third of the purchase price in cash and executed his notes, payable in one and two years respectively for the balance be permitted to pay said obligation in the Court at any time before the maturity of said notes, if he so desires; That the report of the Clerk & Master up on a reference as to attorney fees be confirmed and a fee of \$500.00 be allowed to Complainant's solicitor and a fee of \$200.00 for defendant's solicitor, same to be taxed as a part of the costs in this cause.

And this cause coming on to be heard this day at Chambers before the Honorable Fore H. Mercer, Chancellor, upon the record in the cause including the decree of sale and the Master's report made in obedience thereto which report is as follows:

August Term, 1916.

General G. Trusty et al }
 vs } In Chancery Court,
 Feltha Shelton et al. }

Masters Report of Sale.

I respectfully report that in obedience to an order made in this Cause opening the biddings upon the property sold herein on September 30th, 1916, at one o'clock P.M. to Feltha Shelton and B.H. Biggs. I kept the said biddings open until Nov. 18th, 1916, at one o'clock P.M. when I sold said 79½ acre tract, to O.P. McCampbell, in bar of the equity of redemption, he being the highest and best bidder at the price of \$2860.00 and said McCampbell complied with the terms of the sale by paying in cash \$953.33, and for the balance he executed his two notes in the sum of \$953.33 each, payable in one and two years respectively, with Walter McCampbell and J.E. McCampbell security thereon and a lien is retained on the land as further security:

And I also sold the 158½ acre tract to O.P. McCampbell in bar of the equity of redemption he being the highest and best bidder at the price of \$5610.00, and said McCampbell complied with the terms of sale by paying into court the sum of \$1870.00 and for the balance executed his two notes in the sum of \$1870.00 each, payable in one and two years respectively, with Walter McCampbell and J.E. McCampbell as security thereon and a lien retained on the land as further security. Said tracts of land are described as follows: 158½ acres, the southwest quarter of Section 30, Township 8, Range 2, west of the Base line Coves District, excepting one and one-half acres sold from said quarter by T.D. Burrill (one acre off the southeast corner to L.M. Roy and one-half acre conveyed by deed to F.M. Lowery);

79½ acres more or less, being a part of the Hiram Douglas farm and described as follows: Bounded on the north by the lands of T.J. Wilson, on the East by Georgetown & Cottovak public road, on the South by the lands of William Carson and on the West by the lands of Bird manger

All of which is respectfully submitted this 18th day of November 1916.

J.S. Marshall C.M.

And it appearing to the Court that said report is unexcepted to that all parties interested have agreed that it be this day confirmed by The Court & Chambers

August, Term, 1916.

and the Clerk & master having further certified that there is no likelihood of a raised bid of Three per cent being offered for said land, said report is in all things confirmed.

It is therefore ordered, adjudged and decreed that all the right, title and interest of the Complainants General G. Trusty and J. Sherman Trusty and the defendants Felicitia Shelton, Samantha Hooper, Martha Hooper and William Burrall, and of all the other parties to this suit in and to said tract of land, in both law and equity, be divested out of them and each of them, and vested in the said purchaser, O.P. McCampbell, subject to the lien aforesaid for the unpaid purchase money. The Clerk & master will give said O.P. McCampbell a duly certified copy of this decree as a memorandum of title upon his paying the legal fees therefor, and upon his paying the total amount of the purchase price with interest from date of sale to the date of payment, the Clerk & master will make, acknowledge for registration and deliver to said O.P. McCampbell a deed conveying said tract of land to him. The Clerk & master shall issue a writ of possession to said O.P. McCampbell at once. And it further appearing to the Court that all parties interested therein consent and agree to the report made by the master upon a reference as to attorney fees, which report is as follows:

Master's report

General G. Trusty et al. } In Chancery Court.
vs. } James County, Tennessee
Felicitia Shelton et al.

The undersigned respectfully report that in obedience to a decree in this cause, pronounced at the last term directing the master to hear proof and report: 1st what would be a reasonable fee to be paid the solicitor in this cause; I report the fee of Allen Hitzfeld solicitor for the Complainants \$500.00 Also. The fee of T.E. Thatch, solicitor for the defendants \$200.00. - Dep. C.W. McEacham p. 2; Debra S. Bartow Strang p. 3. All of which is respectfully submitted

This November 28th, 1916

J.S. Marshall, C. & M.

and said report being unexcepted to is in all things confirmed and upon payment of the second installment upon the purchase price, this being the first note and two-thirds of the total price, the Clerk & master is

August Term, 1916.

Authorized to pay the costs of this cause including solicitors fees from said funds and to pay the balance to the before-named complainants and defendants according to their respective interests as heretofore decreed by this Court

O.K. Allen Hitzfeld

Solicitor for General & Trusty of Sherman Trusty.

O.K. T. E. Thatch,

Solicitor for Telveta Shelton Martha Hooper Jack Hooper, Samantha Hooper, William Burrall & wife Sallie Burrall

The above decree is made by agreement & consent of all parties through their respective attorneys and will be entered of record

Garret H. Mercer,

Chancellor

Where upon the Court adjourned until the next regular term.

The aforesaid orders on pages 138 to 143 inclusive of this book have been compared & are approved. This April 17, 1914

Don W. Mercer

Chancellor

State of Tennessee } April Term, 1917.
James County } Being Monday the 16th day thereof.

As it remember that at a regular term of the Chancery Court for James County, Tennessee, begun and held at the Court House in Cottswal on the Third Monday in April 1917, present and presiding the Honorable Fore H. Mercer, Chancellor, of the Fourth Chancery Division, the following proceedings were had to wit:

Masters Financial Report.

To the Honorable Fore H. Mercer, Chancellor;
I submit the following report of the amount of money in my office, and the causes to which the several sums belong not including costs;

Callie Ford vs. Joe Ford et al. \$64.39.

This sum belongs to the minors and is
on Certificate deposit in the Bank of Cottswal.

General G. Trusty et al vs. Felicia Shelton et al. \$1263.93.
This sum belongs to the heirs of G. S. Burrell.

Herbert Parker vs Wallace Parker et al. \$636.14.
This sum is in my hands as received in the case.

J. M. Reiss et al vs. Amanda Middle et al. \$33.59.
This sum is in my hands as received in the case.

Hannie Mae Haven vs. C. C. Haven. \$636.34.
This sum is in my hands as receiver in the case
All of which is respectfully submitted this 16th day of
April, 1917. J. S. Marshall, C. & M.

Masters Report Order of Sale

Jesse Burgess et al }
vs } No.
L. L. Parker } In Chancery Court at Cottswal, Tenn

I respectfully report that in obedience to a decree in this cause made at the last term, commanding me to sell the property therein mentioned. I advertised as required by the decree, to sell the property in front of the Court House door in Cottswal at one o'clock P.M., March 15th, 1917, when upon that date I received notice from W. B. Schoofield, Solicitor for the complainants, to call the sale off and report no sale by consent of parties, which, upon payment of the costs by the defendant was done -

All of which is respectfully reported this
March 15, 1917 J. S. Marshall C & M.

April, Term, 1917,

Eliza Eldridge } No. 523,
vs. } In Chancery Court of James County.
John E. Eldridge }

In this cause it appearing to the Court that publication has been made for the Defendant, John E. Eldridge, as required by law commanding him to appear and answer the bill filed against him by Complainant at the April Rules 1917, and that he has failed to appear and make defense, as required by law it is therefore ordered and decreed that the bill in this cause be taken for confessed as against the Defendant, and that the cause proceed *Ex parte* as against him.

Geo. W. Menden
Chancellor;

Jerse Burgess et al }
vs. } No.
L. L. Parker }

In this cause the order of sale heretofore made is in all things Revived.

J. M. Rains et al }
vs. } In this cause the Complainants
Amanda Fridd et al } in open Court on the 16th day
of April 1917, suggested & proved the death of Grace Plmons, one of the defendants & one of the children of Emma Roark, deceased, leaving an infant child, born since the last term of this Court whose name is — and it appearing from the proof that said child has no regular guardian and resides at or in Franklin County, Tennessee with its father, Alfred Plmons, the husband of Grace Plmons, deceased, and that Grace Plmons died intestate, it is therefore ordered and decreed that cause be revived against said infant child and Alfred Plmons and that alias subpoena to answer, issue to the Sheriff of Franklin County, to be served upon said infant child of Grace Plmons and Alfred Plmons husband of Grace Plmons and let them be required to appear at the June Rules of this Court 1917, that a guardian ad litem be appointed to make defense for said infant and that both be required to answer the original bill in this cause and that this cause be in all things revived. It is on application of Complainants further ordered by the Court that the original bill be amended the name of Alfred Plmons be and is hereby inserted in said bill.

April, Term, 1916.

F R Smith et al. } No 506.
vs. }

Roy Smith et al. } In this cause on motion of de-
fendants, Mollie Parker and husband Evan Parker, they
are allowed to file a petition in said cause to set
up the right if any they have to recover the amount
they have paid on a purchase money note for the land
sought to be sold in this cause given by W. M. Smith,
deceased, and they are allowed ten days in which to
file said petition and same will be filed subject to
all legal defenses. And it further appearing to the Court
that the bill in this cause prays for a sale of land
for partition but the facts not sufficiently appearing
it is ordered by the Court that the master hear proof and
report to the next term of this Court:

1st Who are the owners of the premises sought to be sold
and the respective rights, titles and interests of the parties
therein, and what share or portion belongs to each.

2nd Whether the defendant, Mollie Parker, has a homestead
and owner or either in any of said lands if so in what
land - 3rd Whether the premises are so situated that partition
of said land cannot be equitably made or whether
they are of such a description that it would be manifest
ly for the advantage of the parties that the same should
be sold rather than partitioned in kind.

4th Whether there are any encumbrances on the premises
not disclosed in the pleadings; and if so what and to
whom belonging.

5th Whether there are any taxes due and unpaid against
said land.

At. Allen Whitford, Guardian ad litem -
W. L. Humphrey, Sol. for E. Parker & wife.

Eliza Laws et al. } No. 495.
vs. }

Howard Welch } This cause came on for trial on the
regular call of the docket in the Chan-
cery Court at Ooltewah, April, 16, 1917, the Hon. Foss H. Murr
presiding, when the complainants through their solicitor made
application for a continuance the defendants announcing ready for
trial. when the Court was pleased to said continue the cause
until the next term of the Court, but the complainants shall
take and file their evidence on or within 90 days from this
date; otherwise this cause will be tried with pleadings and
proof now on file.

At. J. E. Threlkeld Sol. for Defts
W. E. Wilkerson & C. Moore Sol. for Complts

Foss H. Murr
Chancellor

April, Term, 1917

J. C. Eldridge.

vs

Lillie C. Eldridge et al.

No. 520.

In Chancery Court of James

County Tennessee

The cause was heard on this 16th day of April, 1917, before Chancellor, F. H. Mercer, upon the whole record of the cause including the original bill and Exhibits A thereto (being the purported copy of deed duly executed by A. K. Eldridge and wife Mattie Eldridge to Complainant J. C. Eldridge) also the answer of defendant Mattie Eldridge and the answer of the minor defendants Lillie C. Eldridge, Nellie Eldridge, Mollie Eldridge Emma Lee Eldridge and James F. Eldridge by R. P. Ramsey their Guardian ad litem and the evidence or depositions on file. From all of which the Court finds and judges and decrees that Simeon Eldridge died intestate on or about - day of June 1896, and at the time of his death was the owner in fee of the real estate described in the original bill which is hereinafter described. That very soon after the death of said Simeon Eldridge the Complainant J. C. Eldridge became the owner in fee of said real estate having acquired title to same by purchase of the respective shares and interest of all the heirs of said Simeon Eldridge, deceased, together with the share which Complainant inherited as an heir of his father, said Simeon Eldridge, deceased. That A. K. Eldridge was a son and an heir at law of said Simeon Eldridge deceased and that he inherited an undivided one-seventh interest in the real estate or land hereinafter described as his share in his father's estate.

The Court further finds and decrees that said A. K. Eldridge for a valuable consideration paid by Complainant duly executed a warranty deed dated July 17, 1897, conveying his undivided one-seventh ($\frac{1}{7}$) interest in said land to Complainant and that his wife, defendant Mattie Eldridge for value received joined in said deed and conveyed her dower and homestead interest in said land to Complainant, and that said deed was delivered to Complainant very soon after its execution in July 1897, and that Complainant has been in actual adverse possession of said land ever since. That said original deed executed by A. K. Eldridge and wife, Mattie Eldridge, to Complainant was registered in the County Register's office of James County, Tennessee, but it has been lost, destroyed or unintentionally mislaid and cannot now be found. That the legal records of deeds in the County Register's office of James County, Tennessee including that of said deed by A. K. Eldridge and wife Mattie Eldridge to Complainant

April, Term, 1917.

were destroyed by fire when the Court House burned about three years ago. The said A. K. Eldridge died intestate about thirteen years ago. That his widow and children who are all his heirs at law are the defendants in this cause -

The Court further finds, adjudges and decrees that the purported copy of said deed executed by said A. K. Eldridge and wife Mattie Eldridge to Complainant dated July, 17th, 1897, conveying their one-seventh ($\frac{1}{7}$) undivided interest in said land to Complainant which is filed as Exhibit "A" to the original bill in this cause is a true and correct copy of said original deed which is in the words and figures as follows: In consideration of One Thousand (\$1000.00) Dollars to me in hand paid the receipt of which is hereby acknowledged, I, A. K. Eldridge do hereby sell, Transfer and Convey unto J. C. Eldridge the following Real Estate in the Second Civil District of James County, Tennessee, to wit: One seventh undivided interest in Three hundred and five acres of Land more or less, being the home place of Simeon Eldridge deceased bounded on the North by lands of W. J. Moon's heirs, on the East by land of J. C. Eldridge on the West by lands of W. A. Ware and the Tennessee river.

To Have and to Hold the same to the said J. C. Eldridge and his heirs and assigns forever in fee simple. I covenant that I am lawfully seized and possessed of said Real Estate, have full power and lawful authority to sell and convey the same, that the title is clear, free and unincumbered and I will forever warrant and defend the same against all lawful claims. And Mattie Eldridge wife of the said A. K. Eldridge for value received join in the above deed and convey to the said J. C. Eldridge all right and claim I now or may hereafter have to dower or homestead in or to the above described premises. Witness our hands this 14th day of July 1897.

A. K. Eldridge

Mattie Eldridge

It is further ordered adjudged and decreed by the Court that said copy of said original deed be and is substituted for said original deed and have all the force and effect of said original original deed. The Court directs see the right and title and interests out of defendants Lillie C. Eldridge, Nellie Eldridge, Mattie Eldridge, Emma Lee Eldridge and James F. Eldridge and Mattie Eldridge in and to the land or real estate hereinbefore described and vests the title to same in Complainant, J. C. Eldridge.

The Court adjudges Ten Dollars as reasonable Compensation for the legal services rendered by R. P. Ramsey as Guardian ad litem for all minor defendants in

April Term 1917

this cause which will be taxed as part of the costs.
The Court adjudged the costs of this cause against Complainant J. C. Eldridge and his surety S. A. Eldridge and Dr. J. C. Eldridge for which an execution may issue.

The Clerk & Master will make a duly certified copy of this decree and deliver same to Complainant or his assigns as a muniment of title he paying the legal fee therefor.

OK. R. P. Ramsey, Guardian ad litem for minor Deft.
OK. Jones & McKee Sol. for Complainant

The above order will be entered.

For H. Mercer,
Chancellor,

Nannie E. Byrd }
vs. } No. 522-
George Byrd }

"This cause came on to be heard the 16th day of April 1917, before the Hon. Forst H. Mercer Chancellor, upon the original bill filed in this cause the pro confers heretofore entered and the oral testimony of witnesses examined in open court.

From all of which it appears to the Court that the allegations of complainant's bill are sustained by the proof and that defendant George Byrd has abandoned complainant and neglected and refused to provide for her. It is therefore ordered adjudged and decreed that the bonds of matrimony uniting complainant ~~and~~ are hereby dissolved and complainant is restored to all the rights and privileges of an unmarried person. Her name before marriage, Nannie E. Fitzgerald is restored to her. The costs of the cause are adjudged vs defendant for which execution may issue.

Court Rules

Hereafter no pro confers order against non resident defendant before the Court by publication shall be had either before the Court or Clerk & Master, nor shall any other order effecting the rights of such non resident be had until the publication accompanied by the affidavit of the publisher that it has been published as the law requires, is filed with the Clerk & Master & entered on Rule Booklet, in the cause; nor shall the fee for such publication be charged as costs until said publication & affidavit is filed as aforesaid,

Forst H. Mercer,
Chancellor,

April Term 1917

Bailey Hardware Co. }
 vs
 R. L. Edwards et al }

This cause came on to be heard on motion to retax the costs as to fees of Clerk & Master, of Register and Justice of the Peace.

After consideration the Court is please to order and decree that 2% of One Thousand dollar or Twenty dollars be allowed Clerk & Master for having charge of and loaning said \$1000⁰⁰

That the fee of the Registrar of \$1⁰⁰ for Copy of deed made Exhibit No. 2 - to Original bill, and that the costs of Judgment before J. D. Smith J. P. in sum of \$4⁵⁰ be disallowed and the same will not be charged in bill of costs -

Fors H. Mueser
 Chancellor

George W. Smith }
 vs
 Alex Spriggs et al }

No. 488.

Be it remembered that this cause came on to be heard on this 16th day of April 1917 before the Hon. Fors H. Mueser, Chancellor, upon the original bill which is sworn to, the publication of the non resident notice as required by law for the non residents Alex Spriggs and Fred Fay set out in the original bill defendants, and upon the Judgment ~~pro~~ Confess heretofore taken and entered upon the minutes of this Court upon the prayer taken in the cause and the entire record, from all of which it appears to the Court, and the Court decess as follows to-wit: that on, or about the 14th day of August 1883 John M. Sprigg and wife Mary A. Sprigg, in fee simple, conveyed by deed duly acknowledged as required by law for married woman etc, for and in consideration of \$1500⁰⁰ paid in cash, and registered in the register office of James county, Tenn on or about said date, unto Geo. W. Smith, the complainant the following described real estate to-wit: located in the Fourth civil district of James county, Tennessee, one hundred and sixty acres of land, more or less, bounded on the north by the land of Joe Perry Burton and W. D. L. Sprigg; on the east by the land of Geo. H. Smith, Reason Lewis; on the south by the land of Joseph Gernell and Geo Anderson; and on the west by the land of W. D. L. Sprigg; also 40 acres of land ~~off~~ of the east side of the South West quarter of Section 18,

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township — Range —, commencing at the southeast corner of said southwest quarter and running west along the line of said quarter fifty rods to a stake and cross fence; thence north east 160 rods to the north line of said quarter to a stake 30 rods from the northwest corner of said quarter; and bounded on the south by the lands of Geo. Anderson; east by the lands of Mary A. Spriggs; on the north by the lands of M. D. L. Spriggs and on the west by the lands of M. D. L. Spriggs, said deed and conveyance is described in said bill as follows to wit:

"As and in consideration of ~~the~~ \$1500.00 the receipt whereof is hereby acknowledged, J. M. Spriggs & wife Mary A. Spriggs, have this day bargained, sold and do hereby transfer and convey, in fee simple, to Geo. Smith all the right, title interest and claim in and to the following described real estate located in the fourth Civil District of James Co. Tenn., to wit; One hundred and sixty acres of land more or less, bounded on the north by the lands of Geo. Berry Burton and M. D. L. Spriggs; on the east by the lands of John H. Smith and Reason Lewis; on the south by the lands of Joseph Yarnell and John Anderson; and on the west by the lands of M. D. L. Spriggs; also forty acres of land off of the east side of the south west quarter of section 18, township (—) Range (—), commencing at the south east corner of said south west quarter and running west along the line of said quarter 50 rods to a stake and cross fence; thence north east 160 rods to the north line of said quarter to a stake, 30 rods from the north east corner of said quarter, and bounded on the south by the lands of John Anderson; East by the lands of Mary A. Spriggs; on the north by the lands of M. D. L. Spriggs; and on the west by M. D. L. Spriggs.

To have and to hold said land unto the said G. W. Smith and his heirs forever. We covenant with the said G. W. Smith that we are lawfully seized of said land, that the same are unincumbered and that we have a good and perfect right to convey the same. We bind ourselves, our heirs and personal representatives to warrant and forever defend the title to said land unto the said G. W. Smith and his heirs against the lawful claims of all persons whom so ever. This Aug. 14, 1882. Signed J. M. Spriggs Mary A. Spriggs.

State of Tennessee.

James County.

Personally appeared before me, J. W. Smith, deputy County Court Clerk of said County, the within and foregoing bargainers, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained and Mary A. Spriggs, wife of the said J. M. Spriggs

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having appeared before me privately and apart from her said husband, the said Mary A. Spriggs acknowledged the execution of the said deed to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purpose therein expressed.

Witness my hand at office on this the 14th day of August 1883. Signed - J. W. Smith, Deputy County Court Clerk

The foregoing is a substantial copy together with the certificates of the County Court Clerk and Register of James County Tennessee.

Said deed was signed by J. M. Spriggs and wife, Mary A. Spriggs, on the date in said copy. The consideration for said land was fully paid. After the making of said deed it was registered in the Register's office of James Co. Tennessee by H. H. McNabb Register whose certificate reads as follows to wit:-

State of Tennessee } Register's office, August 27th 1883
James County } There was the foregoing instrument with certificate attached received for registration and is now of record in Deed Book No. 3, pages 180-1, and note in note Book No. 1, page 25. Witness my hand at office the day and date last above written.

H. H. McNabb, Register.
It is further decreed that said original deed was filed in a certain cause pending in this Court of — Clark v. M. D. L. Spriggs et al. — in which suit the complainants sought to set aside a decree of sale of said property obtained by the within of said complainants in the Chancery Court of Hamilton County; and it is further decreed that said original deed and the Register's books of James County Tenn. were destroyed by fire without the fault of Compt. — G. W. Smith and that all his evidence of title to said 200 acres of land was destroyed; and that Defts were requested to convey said lands to Compt. by dect. but failed to do so, it is therefore ordered adjudged & decreed by the Court that the foregoing description of said deed & said land is a substantial copy of said original deed made by M. D. L. Spriggs & Mary Spriggs to G. Smith; it is further decreed that said original deed was unintentionally lost or mislaid or burned by the destruction of the Court House heretofore by fire, in which all said records were destroyed; it is further decreed that Complainant is the true & lawful owner of said land and that all title, interest & claim to same be diverted out of Defts. Alexander Spriggs & Fred Fay and is vested in Compt. George W. Smith. The said

April Term 1917.

George W. Smith (Compt) will pay all the costs of this cause and will be entitled to a copy of this decree upon payment of the usual fees in this cause

Fess H. Mercer,
Chancellor.

Hubert Parker,

v/s-

Wallace Parker et al

No. 503.

Comes W. B. Swaney Solicitor for Z. G. Watkins Administrator of Lou H. Adams & J. P. Parker & the heirs at law of Mrs. Lou H. Adams & J. P. Parker & enters the appearance of all the heirs at law of said Lou H. Adams & J. P. Parker, to the original bill in this case & it is agreed that the answer of Z. G. Watkins & others may be treated as the answer of all the heirs of said Lou H. Adams & J. P. Parker deceased.

Hubert Parker

v/s

Wallace Parker et al

No. 503

This cause was this day heard before Hon. Fess H. Mercer, Chancellor, upon the original bill, amended bill and answers thereto, the cross-bill of Z. G. Watkins Administrator of Lou H. Adams and J. P. Parker, deceased, and answers thereto, former orders and decrees, the proof and report of the Clerk and Master filed Feb'y, 1st, 1917, which is in words and figures as follows:

Reference to the Master.

Hubert Parker

v/s.

Wallace Parker et al

No. 503.

In Chancery Court at Oxford Tennessee. In this cause, the undersigned respectfully reports that in obedience to a decree in this cause pronounced at the last term direct the Master to hear proof and report upon the following matters namely:

- 1 -

What, if any, debts are outstanding against the estate of Mrs. Lou H. Adams at the time of her death giving the names of the creditors and the amounts of their claims.

- 2 -

What, if any, debts are outstanding against the estate of J. P. Parker, deceased, giving the names of the creditors and the amounts of each.

- 3 -

Whether or not it will be necessary to sell the

April Term 1917.

the real estate belonging to the estate of Mrs. Lou H. Adams and J. P. Parker, deceased, in the event the Court holds the property in litigation is subject to the payment of the debts against said estate.

- 4 -

What, if any, real estate did Mrs. Lou H. Adams and J. P. Parker, deceased, own at the time of their death respectively, but the question as to liability of said real estate for sale for the payments of the debts against said estate is reserved by the Court.

- 5 -

Who are the heirs at law of J. P. Parker, deceased; He has consigned the proof, which has been taken in the cause and the claims of indebtedness outstanding against the estate filed with him in the cause and reports as follows:

1st Debts outstanding against the estate of Mr. Lou H. Adams, deceased;

Bank of Oatbrook, note (J. P. Parker is Surety)	\$150.92
Dr. S. J. Yarnell	17.00
P. M. Cate, (funeral expense, Cate & Green)	60.00
Dr. J. M. Webb	221.00
E. W. Howard & Co.	3.75
W. D. Watts	44.63
Dr. O. G. Hughes	10.00
Traynor & Smith	20.00
M. Hooper & Co. (filed with Cr. M.)	5.75
S. F. Carter (" " ")	17.50

(Exhibit "1" to dep. of J. T. Watkins)

Total amount outstanding against Lou H. Adams \$595.86

2nd Debts outstanding against the estate of J. P. Parker, deceased,

Bank of Oatbrook, note (Surety of Lou H. Adams)	\$150.92
Cumberland Telephone & Telegraph Co	4.89
Dr. J. M. Webb	13.00
E. M. Wolfe	47.50
August Mitchell	25.00
Manufacturers Record Publishing Co.	5.70
P. M. Cate, (General expense) (Cate & Green)	85.60
Oatbrook Milling Co.	7.50
J. M. Rennie	35.04
J. M. Brown	32.60
Mrs. Lillie H. Wells	25.60
S. F. Carter, (filed with Cr. M.)	21.90
Costs in the Cause Lou H. Adams vs. John Swartz	46.00

(Ex "1" to dep. of J. T. Watkins)

Total amount outstanding vs. J. P. Parker, dec'd, \$453.51

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Grand total outstanding liabilities,	\$ 1048.57
Less double charge, (Bank of Ottawa note)	150.93
Total amount outstanding,	\$ 897.64

Personal assets of the estate of Lou H. Adams,
and J. P. Parker, deceased \$ 552.75

(Dep. of J. T. Watkins, p. 29-4 & 6-)

Assets of the estate in the hands of receiver, \$ 328.79

Total assets \$ 881.54

3rd It will be necessary to see the real estate, or so much thereof as may be required to pay the amount of the difference between the assets and liabilities, the amount due the administrator, and the costs of this proceeding.

4th Mrs Lou H. Adams, at the time of her death, was the owner of the following described real estate, situated in James County, Tennessee. A tract comprising 131 acres, more or less, bounded on the north by the public road, on the south by Adams, on the east by Tallant, and on the west by Cate and Rogers. Said tract of land is a part of the real estate acquired by said Lou H. Adams by devise from Olive Parker, deceased, and J. P. Parker died seized and possessed of the above described real estate under the provisions of the will of Mrs Lou H. Adams, deceased, (Original bill, p. 3, see. 4.)

5th List of the heirs of J. P. Parker, and Lou H. Adams, being

The father of J. P. Parker and Mrs Lou H. Adams, was C. J. Parker, who was married twice.

His first wife was named Sanders and his second wife was named Watkins, making two lines of kin - The children of C. J. Parker by his first wife are as follows:

1st Andrella Parker, who married Allen Blain, nothing is known at present as to the whereabouts of this branch of the family.

2nd William Parker, nothing is known as to this branch of the family.

3rd James W. Parker, nothing is known of this branch of the family, except the papers of J. P. Parker, deceased, show that James W. Parker is dead and left an only son named J. M. Parker.

4th Chesley Parker, nothing is known of this branch of the family.

5th Tabitha Parker, who married W. F. Hudson, Tabitha Parker and husband are both dead and left the following children and heirs at law:

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(A) W. F. Hudson, deceased, who left the following heirs:
 J. L. Hudson,
 Mrs. Ida E. Love,
 Mrs. Flora B. Livingston,
 O. W. Hudson,
 Mrs. Eitel Durham,
 Mrs. Lela Lewis.

(B) C. J. Hudson, deceased, who left the following heirs:
 Mrs. Emma Harrison,
 R. W. Hudson, Jr.,
 Luella Henry,
 B. F. Hudson,

(C) Robert N. Hudson, deceased, who had no descendants.

(D) Willard Hudson, deceased, who left the following children:
 Richard Hudson,
 Hugh Hudson,
 Willard Hudson,

(E) Mrs. Betty Roberts.

(F) John Hudson.

(G) Richard M. Hudson.

6th Pally Ann Parker, nothing is known of this branch of the family -

7th Minerva Parker, who married a Cleveland, and left the following heirs at law:
 Cordelia T. Cleveland.

8th Martha Ann Parker, who married a Hawkins and left the following heirs at law:

C. P. Hawkins
 9th Sarah Elizabeth Parker, who married a Counsel and died leaving two heirs, namely:
 E. C. Counsel,
 W. H. Counsel.

The following are the children by the second wife:

Louisa H. Parker, who married W. H. Adams and died leaving no descendants -

2nd Matt H. Parker, who died leaving complainant Herbert Parker and other children as set out in the bill.

3rd Joseph P. Parker, commonly known as Peeler Parker who died leaving no descendants.

4th Cleveland T. Parker, who died leaving no children.

Half brothers and half sisters.

1st Finley P. Hawkins, who died leaving the following heirs

F. T. Hawkins
 Mrs. Lena Poy,
 Mrs. Jossie W. Leath

April Term 1917

- 2nd R.F. Watkins, who died, leaving the following heirs:
 Mrs. Fannie L. Eubanks,
 William Watkins,
 S.C. Watkins
 R.B. Watkins
 J.E. Watkins
- 3rd Eli Watkins, who died and whose heirs are unknown
 at this time -
- 4th M.E. Watkins, who married a Chestnut and is
 now living
- 5th A.M. Watkins, who died leaving the following heirs:
 Henry Ruth,
 Josie Ruth,
 Harry C. Ruth,
- 6th Harlow Watkins who married a Ruth and
 died leaving the following heirs:
 Henry Ruth,
 Josie Ruth,
 Harry C. Ruth,
- 7th Henry C. Watkins, who died leaving the follow-
 ing heirs:
 Mrs. Susie Hale.
- 8th Dr. R.K. Watkins, who died leaving the following heirs:
 Mrs. Blanch Rogers,
 Mrs. Ethel Collins,
 Mrs. Oled Taylor,
 Mrs. Mattie Russell,
 Leach Watkins.

(Ex. "2" dep. of J.F. Watkins)

All of which is respectfully submitted this February
 1st 1917.

J.S. Marshall

Clerk and master,

and after argument of counsel and due consideration the
 Court is of opinion and decrees as follows, viz: -

- (1) Under the will of Cleveland Parker, deceased, Mrs. Lou
 H. Adams and J.P. Parker, took an absolute fee simple title
 to all the real estate belonging to said Cleveland Parker,
 devised to them and the gift over to M.W. Parker is null
 and void and said Mrs. Lou H. Adams and J.P. Parker also
 acquired a perfect title to all the personal property be-
 queathed to them by said will and there was no attempt
 to make a gift over as to same.
- (2) The title to the real estate described in the bill, viz:
 a tract comprising 131 acres more or less bounded
 on the north by the public road, on the south by Adams,
 on the east by Tallant and on the west by Catherine
 lying near Oatleah in James County, Tennessee was fully

April Term 1917.

vested in Mrs Lou H. Adams at the time of her death and that she devised said real estate to J. P. Parker deceased, as is shown by will filed in this Court, which has been duly probated -

- (3) That Mrs. Lou H. Adams died on or about February 22, 1916, testate in James County, Tennessee, devising her real estate to J. P. Parker and also bequeathing her personally to said J. P. Parker, and that J. P. Parker died intestate in James County, Tennessee on or about April 14, 1916, and that both Mrs Lou H. Adams and J. P. Parker owed certain debts at the time of their deaths and J. T. Watkins has been appointed Administrator of both of said estates and has duly suggested the usual inventory of both of said Estates.
- (4) That the Cross-bill of J. T. Watkins, Administrator and others should be sustained as in the nature of a general creditors bill and the administration of both Estates i. e., the estate of Mrs Lou H. Adams and J. P. Parker deceased should be removed to this Court for final settlement from the County Court and it is so decreed, the property being first subject to the payments of the debts of Mrs. Lou H. Adams.
- (5) There being no exceptions to the report of the Clerk and Master and the same being seen and understood by the Court, said report is in all things confirmed. The original bill being in one aspect a bill for partition and the Court having decreed that said real estate is subject to the payment of the debts of Mrs. Lou H. Adams and J. P. Parker, deceased, and it being admitted Counsel for Complainant as well as Counsel for the Administrator and other Cross-complainants are entitled to fees to be paid out of the funds to be derived from the sale of the real estate and other funds, it is therefore ordered, adjudged and decreed that the real estate described in the pleadings and report of the Clerk and Master be sold for the purpose of paying debts of both of said Estates and also for partition among the heirs of J. P. Parker, deceased, and that the Clerk and Master as Special Commissioner advertise said real estate according to law and sell it to the highest and best bidder in front of the Court House in Oatwood, Tennessee, in bar of the equity of redemption upon the following terms, viz: ten per cent cash and the balance secured by notes with approved personal security on a credit of six, twelve, eighteen, twenty four and thirty months retaining a lien on the land to secure the payment of said notes. The adminis-

trustee will pay into Court all moneys in his hands taking the receipt of the Clerk and master therefor and will make a full and final settlement with said Clerk and master at the earliest date practicable. The Clerk and master as receiver is ordered to pay the bills for the marshal expenses of Hon H. Adams and Peeler Parker as soon as he has sufficient funds on hand.

The real estate will be sold subject to the lease for 1917. Also subject to taxes for 1917, royalties accruing after confirmation of said sale

go to purchaser; other rents to be paid to receiver.

This cause is referred to the Clerk and master who will take proof and report upon the following matters, *viz*:

(1) What would be a reasonable compensation to be ^{paid} allowed to J. D. Watkins, Administrator for Hon H. Adams and J. P. Parker, deceased.

(2) What would be a reasonable compensation to be allowed J. S. Marshall, Receiver.

(3) What would be a reasonable fee to be paid Allen Hitzfeld and T. C. Hatch, Solicitors for Complainants, and Cooke, Swaney & Hope, Solicitors for defendants for prosecuting the suit to be paid as solicitors for tenants in common -

(4) What would be a reasonable fee to be allowed Cooke Swaney & Hope, Solicitors for J. D. Watkins Administrator of mrs. Hon H. Adams and J. P. Parker deceased and the general creditors, bill and all other matters are reserved.

O.K. Allen Hitzfeld, Sol. for Complainants

O.K. W. B. Swaney, Sol. for Defs.

Foras H. Mercer,

Chancellor.

Hubert Parker,

vs.

Wallace Parker et al.

No. 503,

In Chancery.

In this Cause a sale of land described in the original bill having been ordered and it appearing to the Court that said land may bring a larger price if sold in tracts or parcels, it is ordered and decreed that said decree of sale be so modified as to provide that the master will offer said land for sale, first in three tracts; one of said tracts comprising the lands north of the Southern Ry. right-of-way, the second including the cleared land nearest Colletts, south of said Southern Ry. right-of-way and third tract comprising the balance of the tract.

After offering said land for sale in three tracts the master will then sell the piece as a whole and will adopt the sale bringing the largest price.

Foras H. Mercer

Chancellor.

April Term, 1917.

No. 508.

Jennie Y. Priddy et al. }
 vs. } No. 508.
 John Priddy } In Chancery.

This cause came on to be heard before the Hon. Geo. W. Mercer, Chancellor, on this 16th. day of April 1917, upon the former orders and decrees and especially upon the report of sale made by the Master which report is in the works and figures as follows:-

In Chancery Court.

Jennie Y. Priddy (Decedent's wife Mattie E. Priddy) et al. }
 vs. }
 John Priddy. }

In this cause the undersigned respectfully reports that he, pursuant to an interlocutory decree pronounced herein at the August term, 1916, after advertising and giving notice as required by said decree, proceeded, on Saturday the 30th. day of September 1916, in front of the Courthouse door in Collierville, to sell, at public auction, to the highest bidder, and in box of the equity of redemption the property mentioned and described in the pleadings and in said decree when F. C. Hatch being the highest bid and last bidder became the purchaser of the following described real estate in the First Civil District of James County, Tennessee to wit:

1st Tract, Sixty five acres more or less, bounded on the north by the lands of Edridge and Rains, on the east by the lands of Rains & Davis, on the south by Malone & Davis and on the west by the lands of Edridge.

2nd Tract, Three acres more or less, bounded on the north East and west by the lands of J. W. Davis and on the south by the lands of Malone.

3rd Tract - Nine acres, more or less, bounded on the north by J. W. Davis, East by Stulce, South by Stulce and west by Davis, at the price of \$250.00, who complied with the terms of the sale by paying in hand \$60.00; and for the remainder of the purchase money executed two notes, each for \$120.00, due respectively six and twelve months after sale, and bearing interest from date. with J. W. Davis and E. J. Stulce security thereon and a lien retained on the premises as further security.

All of which is respectfully submitted this 2nd day of October 1916.

J. Marshall C. M.

And said report being unexcepted to is in all things ratified and confirmed. It is therefore ordered and judged and decreed by the Court that all the right title and interest in and to said land be divested

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out of both the complainants and defendants and ad parties to this cause and that the same be vested in the purchaser, T. E. Thatch, subject to a lien for the unpaid purchase money.

The master will retain sufficient of the funds to pay all the costs of the cause and unpaid taxes together with a fee of \$30.00 to complainants solicitor of record T. E. Thatch, which is adjudged to be reasonable.

The remainder of the funds, after payment of costs unpaid taxes etc. will be distributed by the master to the parties according to their respective interests, as heretofore decreed, the widow Mattie Bridgely, to receive one share or a like part according to a former order of Court.

The master will give to the said purchaser a deed conveying said lands to him properly acknowledged for registration or give him a certified copy of this decree at his election upon payment of the legal fee for same. The master will allow the purchaser to pay off the purchase money before maturity if he so desires.

Toas J. C. Mercer,

Chancellor.

Nannie Mae Haven }
vs. }
C. C. Haven }

No. 510.

This cause came on to be heard before the Hon. T. H. Mercer, Chancellor, etc. upon the whole record including the report of the Receiver to the present Court made, which report is in the following words and figures to-wit:

Receiver's report.

Nannie Mae Haven }
vs. }
C. C. Haven }

No. 510.

In Chancery Court, at Baltimore Term -
To the Chancellor:

I submit the following report as received in this cause: The property that came into my hands, was the personal property of the parties, as shown by the Inventory filed here with marked Exhibit "A". The cash that has come into my hands: Proceeds of the sale of the personal property \$675.40 cash from William Farmer, for use of team.

Total

2 50
\$677 90

- Money expended by me; Advertising sale, Voucher 1, \$4.10,
- Auctioneer, Luther Green, Voucher No. 2 - - - - 2.50.
- Clerk of sale J. J. Padgett, " 3 - - - - 1.00.
- Livery bill S. T. Carter " 4 - - - - 4.50.
- Feeding stock J. O. Combs, " 5 - - - - 4.80.
- Measuring Corn, Earl Holder, " 6 - - - - 1.00.

Paid tax on the land for the year 1916

23.86 41 76

Sub one hand

\$636.14

April Term 1917.

There are no more funds to be realized except from the sale of a mowing machine which was not sold at the time of the general sale for want of a bid.

I have not as yet succeeded in renting the farm for the crop year, 1917, all of which is respectfully submitted,
April, 16th, 1917.

J. S. Marshall & M.
Receiver.

which report being unexcepted to is by the Court in all things ratified & confirmed.

Case H. Mervin, Chancellor,
No. 510 - Haven vs. Haven - This cause came on to be heard on motion of Complt. that Complainant \$200.00 as alimony during pendency of suit, also the use of 5 acres of land for cultivation for year 1917, when it appeared to the Court that Complainant has two young children issue of her marriage with defendant living with her on the farm of defendant attached in this cause & that she has no means of support for herself & said two children, & it further appearing that there is some \$600.00 now in hands of the Receiver proceeds arriving from sale of property sold in this cause. It is therefore ordered that Complainant be paid as alimony pendant lite said sum of \$200.00 out of said funds in hands of receiver; and also that the Receiver set apart to Complainant five acres of land to be cultivated & used by her during year 1917, & the Complainant shall select the location of said five acres the same to be adjoining if practicable the yard & garden & dwelling now occupied by Complainant.

He now heretofore made directing the receiver to rent the farm for the year 1917, is varied & the Receiver is directed to proceed at once & with diligence to rent the same at public auction upon 5 days notice posted at each of the following places in Jones County, to wit: in Clarksville, Pittman & Jones County Courthouse, and that both Complainant & Defendant be & they are hereby enjoined from in any way interfering with receiver in his efforts to rent said farm. However in renting said farm the Receiver will reserve the property occupied by Mrs. Haven & the 5 acres and house & lot where Oscar Green lives. The receiver will report his action in the premises to the next regular term of this Court, all other questions reserved. This April 17, 1917

Fors H. Mervin

Chancellor

Hannie Mae Haven

vs

No. 510

O. C. Haven. This cause on application of defendant supported by affidavit of defendant is continued until the 20th day of April, 1917 by order of the Court; and the matter of cost of said continuance is by the Court reserved for further order or orders.

Fors H. Mervin
Chancellor,

April Term 1917,
Receivers Report.

504

Jm Rains et al }
vs } No. 504,
Amanda Fiddle et al } In Chancery Court at Eastwood Tennessee.
To the Chancellor; I submit the following
report as receiver in said cause;

The property that come into my hands in this
cause, consisting of the rent corn and hay on the
farm of W. F. Rains, deceased; The proceeds from the
sale of which amounted to - - - - - \$61.75

Money expended by me:
W. T. Carter, for livery bill - - - - - \$3.50,
J. M. Rains, for measuring corn - - - - - 1.00,
Tax on the land for the year 1916. 23.66 \$28.16
Balance on hand - - - - - \$ 33.59

There are no more funds to be realized,
All of which is respectfully submitted April 16th 1917.
J. S. Marshall et al -
Receiver,

The foregoing report confirmed
Fors W. Mercer,
Chancellor

526

Jennie Robinson }
vs } No. 526,
Jack Robinson }
Amendment to Bill.

Amendment to the bill of complainant in this cause
made pursuant to an order of the Court entered of record
on the 16th day of April 1917 -

1- In the tenth line of the second paragraph of the bill
after the words, "Live with her all of which he refused to
do", add but abandoned and left her.

O. G. Stone, atty for Compt.
Fors W. Mercer,
Chancellor.

526

Jennie Robinson }
vs } Order Proconfesso and Decree - No. 526,
Jack Robinson } In this cause it duly appearing
to the Court that the defendant, Jack

Robinson has been regularly brought before the
Court by subpoena duly served and the said defend-
ant has failed to appear and make defence to
said bill within the time required by law; It is
ordered that as to him complainant's bill be taken
as confessed and the cause set for hearing ex
parte, and there upon this cause come on to be
further and finally heard April 16, 1917, before the

April Term 1917.

Hon Foster H. Mercer, Chancellor, on the bill of Complainant, Jennie Robinson, and the pro confessor hereto have entered against the defendant, and the oral testimony of witnesses examined in open court.

And it satisfactorily appeared to the Court from the proof that the facts charged in the bill are true, that the defendant had abandoned the complainant and had absolutely failed and refused to provide for her the necessities of life.

It is therefore ordered adjudged and decreed, by the Court that the bonds of matrimony now subsisting between the Complainant and defendant be absolutely and forever dissolved, and that Complainant be restored to all the privileges of an unmarried person.

The defendant will pay the costs of this Cause for which Execution may issue.

Foster H. Mercer,
Chancellor.

513

As. Vann } No. 513-
vs } In Chancery Court
Hurren Hessel et al } At Cottoway, Tennessee.

Judgment Pro Confesso.

In this cause, it duly appearing to the Court, that J. R. Vann, Omer Howard and husband A. L. Howard, unknown widow and heirs of W. N. Vann, and Cora Vann. Defendants have been regularly brought before the Court and made parties to Complainant's bill, by publication duly made, and that all and each of said above named defendants have failed to appear and make defense to said bill, within the time required by law, it is ordered that, as to them, Complainant's bill be taken as confessed and the cause set for hearing ex parte.

Foster H. Mercer,
Chancellor.

465

D. C. Fagala et al. } No. 465.
vs } This cause came on to be
Mrs. Lillie Watkins et al } heard upon the whole record
Original bill answer thereto crossbill and answer thereto and agreed statement of facts, and the duly certified copy of the last will and Testament of William Sanders, deceased, ancestor of all the parties except the defendant, Chattanooga Paint Company; from all of which it appears to the Court that the matter in controversy and submitted to the Court is the construction of that part of the aforesaid will referring to and disposing of a certain sixty (60) acre tract of land by said Testator, purchased from Thomas H. Callaway on April 29, 1848, known as Ore land; and which parts of said will are for con-

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remunee designated on the margin of the copy of said Will filed in the cause as Items - Three (3) Four (4) and Five (5) And the Court having taken the cause under advisement - after due consideration, the Court construes said Items 3, 4, and 5, which said items are as follows: "I will and devise to my daughter Nancy Francis Sanders, the following lands in James and Bradley County Tennessee, to wit: 160 acres. Beginning at the South East Corner of the South East quarter of Section Three Township four Range two west of the Basis line Deane District, Thence running with the Section line, North 160 poles to a Stake, Thence west 160 poles to a stake, Thence south 160 poles to a Stake. Thence East 160 poles to the beginning, Also 20 acres, more or less situated in Bradley County, Tennessee, being the southwest corner of the South west quarter of Section two, Township four Range two west of the Basis line in the Deane District; Beginning at the South west corner of said quarter. Running thence north 20° East, with the original section line to the first branch, Thence with the meanders of the branch, and down the branch to its mouth, Thence a south direction until it strikes the Southern boundary line of said quarter section, Thence North 70° west with the original section line to the beginning. Also 40 acres situated in the 4th Township and 10th Section and the north west quarter of said section. Beginning at the north East corner and running North 70° west 160 poles Thence North 20° East 40 poles to the beginning. Also a part of 60 acre tract of land more or less purchased by me from Thomas H. Callaway on the 29th day of April 1848 by deed to be divided by a condition line to be made by me giving part to my daughter Nancy Francis Sanders and the other part to my daughter Lillie Watkins. Which 60 acres is described as follows; Being the South East corner of the South west quarter of Section Three and the north half of the South west quarter of section three, Township four Range two west of the Basis line Deane District in James County, Tennessee. And I will and devise to Nancy Francis Sanders the north part of said 60 acres lying north of said conditional line to be by me made Also a piece or parcel of land containing from four to six acres embraced in James H. Barnett's deed to me, being dated 27th day of January 1860, situated in the bottom between my horse lot and the branch at or near a rubbery tree and a straight line from it to the Railroad, Thence

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with the line of the Railroad to bridge across the creek, thence up the right hand prong of the creek to the section line which piece of land will be laid off and set apart by me by conditional lines which I will hereafter establish. And it is my will and devise that my daughter Lillie Watkins have the use of the spring that is on this piece of land and I will and devise all said land described in Item third to my daughter Nancy Francis Sanders and her heirs forever, at the price and sum of Fifteen hundred dollars, with which sum she will be charged on settlement of my estate to be held by her free from the debts contracts and liabilities of any husband she may have and her sole and separate use and benefit. And at her death to pass and go to her lawful heirs.

Item 4 - I will and devise to my daughter Lillie Watkins, the wife of Z. F. Watkins, the following described lands to-wit: The north half of the North East quarter of Section 10, Township 4, Range 2, West of the Paris line in the Cassa District in James County, Tennessee, except the right-of-way of the East Tennessee Virginia and Georgia Railroad Company, and except that Fleming T. Wells is to have the use of the spring on the wagon road on said land also 40 acres adjoining the last named land on the west and it is described in Elijah Mizers deed to James H. Barnett, dated on 21st day of April 1854, also 20 acres in the South West corner of the same quarter which said 40 acres is situated in the second Rang, 4th Township and Third Section, all lying and being in James County, Tennessee, except about from four to six acres out of the same in the bottom between the horse lot and the branch, which I gave in Item 3, to my daughter Nancy Francis Sanders. And therefore I do not give it to Lillie Watkins, also the South part of the sixty acres which I bought from Thomas H. Callaway, fully described in Item 3, and it is to be divided by me by a conditional line, and it also lies in James County, Tennessee, And I will and devise all said lands described and referred to in Item 4, to my daughter Lillie Watkins, wife of Z. F. Watkins and her heirs forever subject to the exceptions and reservations therein made free from the debts, contracts and liabilities of her present or any future husband she may ever have, and

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To be held by her for her sole and separate use and benefit. And I will and devise said land to her at the price and sum of Fifteen hundred dollars, with which sum she will be charged on settlement of my estate, and at her death said lands will pass and go to her lawful heirs.

Item 5. — Although, I have well and devised my Iron Ore lands to my two daughters, Nancy Francis Sanders and Lillie Watkins as above provided but I do so subject to this provision and exception, that is to say that I will and bequeath to my daughters, to wit: Mary J. (Cleveland) Minerva Lea, Hilley Elizabeth Sanders, Dulcena Amos, Nancy Francis Sanders and Lillie Watkins all the proceeds of all of my Iron Ore, in or on said lands, which I have given to Nancy Francis Sanders and Lillie Watkins as aforesaid, to share and share a like, but none of my daughters are to have any interest in said lands except Nancy Francis Sanders and Lillie Watkins but the interest of said other daughters, included in said six daughters only have each a sixth interest in the proceeds of said Iron Ore, but no interest in the lands, and my well is that the timber necessary for mining said ore shall be taken off the lands which I have given to the said Nancy Francis Sanders and Lillie Watkins but no more than may be necessary for that purpose and I thereby reserve the right to continue the Iron Ore on said lands as long as I live.

The court construing said parts of said will together, and together with the whole will is of the opinion and decrees as follows:

First. That Nancy Francis Sanders who afterwards married complainant, R. C. Farala, by virtue of Item 5. of said will construed in connection with Item Five acquired the absolute title to all of the North half of said sixty (60) acres described in Item three above — except the Iron Ore thereon and therein, and also except the timber thereon necessary for mining said ore, said 60 acre tract being the one involved in this litigation.

Second, That Mrs. Lillie Watkins, by virtue of Item Four construed in connection with Item Five, acquired a like title to all of the South half of said sixty acre tract above herein referred to — with like exceptions as did Nancy Francis Sanders to the North half of said 60.

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acre tract as before here in stated.

Third - That the said Mary J. Cleveland, Minerva Lee, Hughie E. Sanders (now Martin) Dulcena Amos, (now deceased) Nancy Frances Sanders (now deceased) who intermarried with Complainant D. C. Fagala and Mrs Lillie Watkins, by Item Five of said will acquired the right and title as tenants in common to all the proceeds of the iron ore on and in the said Callaway sixty acre tract of land aforesaid, each taking a one-sixth undivided interest, which was equivalent to acquiring the title to the ore itself, as tenants in common, and they also there by acquired the right to the use of such timber on said 60 acre tract of land as necessary for mining said ore.

Fourth - That said Mary J. Cleveland having died intestate and without issue and before any of her brothers and sisters, her interest in said ore and its proceeds descended in equal shares to her surviving five sisters and two brothers each taking an undivided one-seventh of said Mary J. Cleveland's undivided one-sixth of the whole proceeds of said ore.

Fifth - That complainant, D. C. Fagala, as devisee of his deceased wife (Nancy Frances Fagala) entitled to receive from the date of the death of his said wife the one-sixth interest that she acquired under said will, and also $\frac{1}{7}$ of $\frac{1}{6}$ interest of the proceeds of said iron ore which his wife acquired from her deceased sister, Mrs Mary J. Cleveland as above stated, and will be entitled to receive the same during his life and at his death his son, Duval Fagala, will be entitled to receive the same absolutely.

Sixth - That the other complainants (the Amos heirs) in the original bill are jointly entitled to receive the right and title of their mother (Dulcena Amos, born Sanders) one-sixth undivided interest in said ore and the proceeds of the same in said sixty acre tract and the further additional $\frac{1}{7}$ of the $\frac{1}{6}$ undivided interest in said ore and its proceeds which their mother inherited from her sister Mrs. Mary J. Cleveland at her death as aforesaid.

Seventh - That defendants to the original bill namely Mrs Lillie Watkins, Mrs. Minerva Lee and Mrs Hughie E. Martin, are each to an undivided one-sixth interest in said ore and the proceeds under the terms of said will, and in addition thereof are further entitled to an undivided $\frac{1}{7}$ of the $\frac{1}{6}$ interest in said ore and proceeds of the same in said land which they each inherited

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from their deceased sister, Mrs. Mary J. Cleveland, as aforesaid.

Eighth - That defendant, James Sanders, to the Cross-bill in the cause inherited, and is entitled to, an undivided $\frac{1}{4}$ of the $\frac{1}{6}$ undivided interest in said ore and its proceeds of which his sister Mrs. Mary J. Cleveland, died seized; and that the heirs at law of John A. Sanders (now deceased), are jointly entitled to an undivided $\frac{1}{4}$ of the $\frac{1}{6}$ interest which said John A. Sanders inherited from his sister Mrs. Mary J. Cleveland, deceased, as aforesaid, in said iron ore and the proceeds of the same in said 60 acre tract of land.

Ninth - That the complainants in the original bill are entitled to an accounting as to their respective shares and interest in the proceeds of said ore already mined upon said sixty acre tract of land; and to that end a reference is here made to the master to hear proof and report at the next regular term of the court on the following matters, to-wit:

First -

What amount of iron ore, has been mined on said sixty acre tract of land since the death of said Mrs. Sanders, also since the death of Nancy F. Fagala and since the death of Mary J. Cleveland and under what terms, contracts and conditions?

Second -

What amount has been received from ore mined upon said land from the death of said Mrs. Sanders, and also since the death of Nancy F. Fagala and since the death of Mary J. Cleveland and by whom received, and what has been done with the same?

Third -

What quantity of iron ore has been sold by Mrs. Lillie Watkins which was mined on said sixty acre tract; and under what sort of contract, if any; and the amount she received for said iron ore, and what, if anything, she has done with the proceeds of said iron ore; and what, if any, amount has she now on hands?

Fourth -

What amount of said proceeds is now due each of the respective parties according to their interests as herein before adjudged?

Fifth -

What, if anything, is due Mrs. Lillie Watkins for her services in handling, selling and collecting the proceeds

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of said are?

Sixth-

Who has paid the taxes on said land since the death of Wm. Sanders?

Seventh-

Were, or not, the royalties for which Mrs. Watkins sets said iron ore, reasonable and at the market price for said ore at the time when she sold the same?

Eighth-

The master will report on any other matter which either party may in writing request him to report, said request to be at least ten days before the next term of the court? Give dates of the death of each child of Wm. Sanders?

All other matters not herein or heretofore adjudicated in this cause, especially the adjudication as to costs, are reserved unto the court until the coming in of said Report.

A.K. Jno & Remyry pal for Defts. & Cross-Compls.

Fees & merrin

Chancellor.

State of Tennessee for its
self and for the use of
James County
vs.

3 } No. 443-448-
3 } In Chancery Court
3 } At Cottawah, Tennessee.

Charlie Knauff & Wm Gardner } In this cause on this 1st
day of April 1917, before the Hon. F. H. Merrin, Chancellor
holding the Chancery Court at Cottawah, Tenn. Came
J. S. Marshall, the Clerk & Master of said court and
produced in open court the following note:

Cottawah, Tenn Nov. 7, 1914,

Six months after date we or either of us promise
J. S. Marshall, or his successor, Clerk & Master of James
County \$94.00 with interest from date, being the payment
for lands bid off as follows: James Wolf's heirs, E. J.
Gorman, Lewis, heirs A. D. Loggins, 40 acre tract un-
known (F. H. Hughes) and Bud Deaton, sold under
a decree of said court in the cause of Tenn. etc.
Campbell, Stulee heirs, Mrs. A. S. Steel et al. and W. A. Beck
heirs, respondents, and a lien is retained on the
property until this note is paid.

Charlie Knauff

Wm. Gardner

And moved the court for judgment thereon
in his name for the use of those entitled to the
proceeds thereof and for the enforcement of the

April Term 1917.

lien specified on the face of the note, and in the decree in this cause and it appearing to the Court that the sum of \$108.35 principal and interest is due on said note it is ordered and decreed by the Court that said J. Marshall, as Clerk & Master of this Court for the use of those entitled recover of said Charlie Knouff and his said surety Wm. Gardner said sum of \$108.35 and the costs of this motion. And it further appearing to the Court that said note was given for the purchase money for land sold in this cause and that a lien was retained on said land to secure the payment of the purchase money: Said land is bounded as follows: James Wolfe Tract, 80 acres, bounded on north by County Line, South Gentry - East Chamberlain, West by Burgess. The E.J. Gorman Tract - 7 1/2 acres, bounded on north by Thawad, South by Burgess, East by Rogers, West by Burgess - Lewis Person, heirs, Tract, 20 acres, bounded on north by Limer South by Elliott, East by Hale, West by Limer - Dr. D. Loggins Tract - 40 acres, bounded on north by Waltham, on South by Loggins, on East by Burgess, on west by Moore - Unknown Tract - 40 acres bounded on north by Smith, South by Hamilton, East by Burgess and The Bud Denton Tract - 20 acres, bounded on north by Burgess South by Hale - East by Hale, west by Ryal -

It is ordered, adjudged and decreed by the Court, that said land be subject to the satisfaction of this decree; and if this decree is not satisfied within three months from this date, the Master after advertising according to law will sell said land at public outcry at the Court House door in Coltwah, Tenn., for Cash to the highest bidder. The Master will report his action to the next term of this Court, until which time all other matters are reserved.

Fred H. Mercer
Chancellor

State of Tennessee for its
self and for the use of James County }
vs.

J. J. Stute & W. L. Holder

No. -
In chancery Court at
Coltwah, Tennessee.

In this cause on this 16 day of April 1917, before the Hon. F. H. Mercer Chancellor holding the Chancery Court at Coltwah Tenn. Cause J. Marshall the Clerk & Master of said court and produced in open court the following note:

Coltwah Tenn. Nov. 7, 1914. Six months after date we or either of us promise to pay J. Marshall

April Term 1917,

or his successor, Clerk & Master of James County, \$12³⁷ with interest from date being the balance payment for land bid off as follows: Charles tract - 60 acres sold under a decree of this Court in the Cause of State of Tennessee etc. vs. Mrs A.S. Stace et al. Repts. and a lien is retained on the property until this note is paid

A.S. Stace
W.L. Holder

And moved the Court for judgment thereon in this name for the use of those entitled to the proceeds thereof and for the enforcement of the lien specified on the face of the note and in the decree in this cause, and it appearing to the Court that the sum of \$13⁸⁰ principal and interest is due on said note, it is ordered and decreed by the Court that said J.S. Marshall as Clerk & Master of this Court for the use of those entitled recover of said S.D. Stace and his said surety, W.L. Holder, said sum of \$13⁸⁰ and the cost of this motion and it further appearing to the Court that said note was given for the purchase money for land sold in this cause and that a lien was retained on said land to secure the payment of the purchase money; said land is bounded as follows on the north by Bettis, on the south by Green, on the East by Bettis, and on the west by Burgess.

It is therefore ordered, adjudged and decreed by the Court that said land be subject to the satisfaction of this decree and if this decree is not satisfied within three months from this date, the master after advertising according to law, will sell said land at public outcry to the highest bidder for cash. The master will report his action to the next term of this Court, until which time all other matters are reserved.

Fors H. Mercer
Chancellor.

State of Tennessee etc.

vs

W.L. Carson et al.

No. 483.

In Chancery

It not sufficiently appearing from pleading and proof taken in this cause, it is ordered that the Clerk & Master hear proof and report to the next term of this Court;

1st, Have defendants complied with their agreement to build approaches to the bridge referred to in the original bill.

2nd, If they have not complied with said agreement, what will be the reasonable cost of building said approaches according to the agree-

753

April Term 1917,
 went between the County and defendants -
 Foss H. Mercer,
 Chancellor

511

Mary Davis et al. }
 vs - } No. 571.
 Pearl Green et al. }

This cause came on to be heard before Hon Foss H Mercer, Chancellor, on the 16th day of April 1917. and Complainant Counsel being absent the Court ordered same continued until the next term of this Court.

The Clerk and master will notify Complainant's solicitor to prepare said cause for trial by the next term of this Court or same will be dismissed at Complainant's costs

Foss H. Mercer,
 Chancellor

505

Jennie S. Knauth et al. }
 vs } No. 505 -
 Judson R. Smith et al. } In Chancery

The bill in this cause praying a sale for partition, but the facts not sufficiently appearing, it is ordered by the Court that the master hear proof and report to the next term of this Court,

1st Who are the owners of the premises sought to be sold and the respective rights titles and interest of the parties therein and what part or share belongs to each -

2nd Whether the premises are so situated that partition thereof cannot be equitably made or whether they are such description that it would be manifestly to the advantage of the parties that same should be sold instead of partitioned;

3rd Whether there are any encumbrances on the premises not disclosed in the pleading, if so what and to whom belonging.

Foss H. Mercer,
 Chancellor

525

W A Snow }
 vs } No. 525.
 Annie Snow } In Chancery.

This cause came on to be heard before the Hon. Foss H. Mercer, this April 16. 1917 upon the application of defendant for a continuance. Said continuance will be allowed by the court with an order that the cause be prepared for trial at the next term of this Court.

Foss H. Mercer,
 Chancellor.

April Term 1917,

514

Stundley M. Smith ch. } No. 514.
 vs } In Chancery
 Bertha Lowe et al. }
 Decree.

This cause came on to be heard before the Hon. Foss H. Mercer, Chancellor, this April 16, 1917, upon the original bill the pro confers against defendant John Lowe, et al. and Mrs S. Lowe, the answer of J. G. Trimble, guardian ad litem for Bertha Lowe and the depositions on file in the cause.

From all of which the court is of the opinion that the conveyance executed by John Lowe to his daughter Bertha Lowe, to the lands in James County described in the bill, was fraudulent and void, that same was executed without consideration and for the express purpose of evading payment of notes held by complainant and executed by said John Lowe secured by a deed of trust on said land. It is therefore ordered and judged and decreed that all title of Bertha Lowe in said property be divested out of her and vested in the Complainant Title Guaranty and Trust Company as trustee, to secure payment of the indebtedness and complainant. Said defendant Bertha Lowe is ordered to deliver up her deed from John Lowe that same may be cancelled and same is declared null and void by this court. It is further decreed that Stundley M. Smith have and recover vs. defendants John Lowe, et al. and Mrs S. Lowe a judgment for \$200.00 with interest from and after Jan 16, 1916, and the costs of this cause, a fee of twenty five dollars will be allowed complainant's solicitor and a fee of five dollars is allowed J. G. Trimble guardian ad litem.

The Title Guaranty & Trust Company is permitted to resign as trustee under said deed of trust and Jno. S. Marshall & Co. is named as trustee to sell said land for the payment of this judgment and the costs of this cause if same are not fully satisfied within thirty days or on or before May 17, 1917. Should same not be paid the Clerk and master will offer said land for sale at public outcry to the highest and best bidder on terms of one third cash balance in one and two years, taking notes from the purchaser for the unpaid purchase money with security thereto and retaining a lien on the land as further security. Said tract of land is

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described as follows, sixty five acres of land in the first district of James County, Tennessee, known as the old Harrell place and bounded as follows, on the north by John Ewing, on the south by Brumby on the west by Ewing and on the east by Burgers land - being the same land conveyed to John Howe by the Davis heirs and of record in the Register's office of James County, and on the special application of the complainant back in her bill and at bar, when said sale is made and confirmed by the Court no rights of redemption or repurchase shall exist in the defendants or in any of their creditors but the title of the purchaser shall be absolute -

The master will apply the proceeds of said sale first in payment of the costs of this cause then in satisfaction of the judgment. The balance, if any he shall hold awaiting further action of this Court relating to the rights of Bertha Howe

Enter within order

Foss H. Mercer, Chancellor

Inez Bailey Hill }
vs: }

Luther Hill } No. 524,
In Chancery,

In this cause it duly appearing to the Court that defendant Luther Hill has been regularly served with subpoena to answer the complainant's bill, and that he has failed to appear and make a defense to said bill within the time required by law, it is ordered that complainant's bill be taken as confessed and the cause set for hearing *ex parte* -

Foss H. Mercer

Chancellor

Inez Bailey Hill }
vs: }

Luther Hill } No. 524,
In Chancery

This cause came on to be heard before the Hon. Foss H. Mercer, Chancellor, upon the bill the judgment was confessed heretofore entered, and the testimony of witnesses examined in open Court, from all of which it appears to the Court that the allegations of complainant's bill that defendant has deserted her for a period of more than two whole years preceding the filing of this bill, without reasonable cause are true. It is therefore ordered adjudged and decreed that the bonds of matrimony uniting complainant be forever dissolved and complainant

April Term 1917.

ant is restored to all the rights and privileges of an unmarried person. Her maiden name Mary Bailey is restored to her. Defendant will pay the costs of this cause for which execution will issue.

Fors H. Murrell,
Chancellor.

G. O. McDaniel }
73 } No. 527,
Elizabeth Ann Watkins et al } In Chancery

Order of Reference.

This cause came on to be heard for orders before Hon. Fors H. Murrell, Chancellor, on the 16th April 1917, on the bill, the answer of J. C. Trimble guardian ad litem and the answer of Lewis Shepherd in his own behalf; the Court in order to ascertain the real facts is pleased to direct the master to examine disinterested and unexceptionable witnesses and report upon the facts established by the proof

1st What estate is possessed by Elizabeth Ann Watkins the net income derived therefrom and how is she being supported.

2nd What is the age the defendant, what talent has she for any special work or business, and what has she been doing for the last year.

3rd Whether the sale of the land described in the bill is necessary for her support, education and maintenance of said minor.

4th Whether if said minor defendant owns any undivided interest in said land is it capable of being partitioned in kind or whether it would be to the manifest interest of said minor that same be sold for partition instead of being divided in kind.

5th Whether there are any encumbrance or liens on said land and if so their nature and amount.

6th Whether the sale of said land to G. O. McDaniel for \$875.00 would be fair, and whether said amount is as much as could be realized by a public sale.

The master will take this proof and report his findings to the April term of Chancery Court now in session. Said proof and report will be taken at 2 o'clock on tomorrow, Tuesday, at the office of the Clerk & Master in the Court house in Baltwh, Tenn. and no notice other than this order of the same shall be required.

All other questions reserved.

Fors H. Murrell
Chancellor,

#

April Term 1917.

G. O. McDaniel

vs.

Elizabeth Ann Watkins et al.

no. 527.

in Chancery

This cause came on to be heard this 17th day of April 1917, upon the whole record in the cause, including the original bill, the answer of J. C. Tremble guardian ad litem of Elizabeth Ann Watkins the answer of Lewis Shepherd and the proof on file together with the report of the Clerk and Master which is as follows:-

Report of Master.

G. O. McDaniel

vs.

Elizabeth Ann Watkins et al.

no. 527.

in Chancery Court.

The undersigned would respectfully report that in obedience to a decree made in this cause requiring him to report -

- 1 - What estate is possessed by Elizabeth Ann Watkins the net income therefrom and how she is being supported.
- 2 - Her age and aptitude for certain work.
- 3 - Whether said sale is necessary for his support.
- 4 - What interest is owned by this defendant in said land and who are the other owners and whether it is to the advantage of the parties that said land be sold instead of being divided in kind.
- 5 - What encumbrances are there against the land and the amounts of same.
- 6 - Whether the sale of said land to G. O. McDaniel for \$875.00 would be just and fair and whether a greater amount could be realized at a public sale.

He has considered the proof which has been taken in the cause and reports as follows:

1st. That Elizabeth Ann Watkins, a minor 18 years of age is owner of an undivided one-half interest in a tract of land described in the bill. She has no other estate and the land produces no income. (Dep. Ethel Watkins S. T. Carter)

2nd. The defendant is employed in a hosiery mill and is in danger of having her health impaired as a result of the character of her work. She is desirous of obtaining a business college education, until a few months ago she was supported at a charitable institution in Cincinnati O. (Depositions of Ethel Watkins)

3rd. The sale of the land is necessary for the support and education of said minor, if she is to have any opportunity of engaging in other lines of employment. (Depositions of Ethel Watkins)

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4th - Said Ethel Watkins owns an undivided one-half interest in said land, and Elizabeth Ann Watkins owns an undivided one-half interest. Said land is of small value and unimproved. It would be manifestly to the advantage of the parties that same be sold for partition instead of being divided in kind - Depositions W.L. Hooper & J. Carter Emma Ethel Watkins)

5th - The only encumbrance against the land is a lien of judge Lewis Shepherd for \$25.00 for attorneys fee. (Exhibit A - Dep. Ethel Watkins)

6th - The land is worth about \$600.00, the sale proposed to G.O. McDaniel for \$875.00 is fair and is far more than the property would probably bring at a public sale (Dep. J. Carter W.L. Hooper)

Respectfully submitted Jan 17, 1917

J. Marshall Esq. and said report being unexcepted to is in all things confirmed. It is therefore ordered, adjudged and decreed that said G.O. McDaniel be given twenty days in which to pay in to court the sum of Eight Hundred and seventy five & no/100 dollars (\$875.00) and when this condition has been complied with that all the right title and interest of the defendants Elizabeth Ann Watkins and of complainant Emma Ethel Watkins and all others parties to this suit, be divested out of them and each of them and vested in the said purchaser, G.O. McDaniel, The Clerk & master will make acknowledgment for registration and deliver to said G.O. McDaniel a deed conveying said land to him or will give him a duly certified copy of this decree at his election he paying the legal fees therefor.

The solicitor for complainant is allowed a fee of \$50.00 and J.C. Drumble guardian ad litem a fee of \$50.00 to be paid out of said fund and taxed as a part of the costs of this cause. Defendant Lewis Shepherd will be paid \$25.00 in satisfaction of his lien on this land. One half the balance after the payment & costs will be paid complainant Emma Ethel Watkins the remaining half, the share of Elizabeth Ann Watkins will be deposited at interest by the Clerk & master or loaned out until said minor becomes of lawful age or secure the consent of the court to other disposition of said fund

Jesse H. Mercer,
Chancellor

April Term 1917.

Jesse Burgess et al. }
vs. } No. 516.

Kirk Lee et al. } This cause came on to be heard before the Hon. Fox H. Mercer on the motion of Compt. to over rule the Demurrer of Alice Carter contained in his answer and the same being heard and understood by the Court said motion is sustained and the Demurrer is over ruled.

There upon the cause came on to be heard upon the application Kirk Lee et al. to set aside the judgment pro confesso heretofore entered against him and after hearing the same the Court is pleased to grant the application and the pro confesso will be set aside, but the Respondent Lee will come into the case subject to all proof that has heretofore been taken which may be had against him but with right to examine said witnesses on notice as required by law, and he will pay over half of the costs to date and Complainant will have and recover off of him one-half of said costs for which Execution may issue.

The cause was then heard on complete application to make T. P. Lewellin, M. E. Terry and John Lovell parties Respondent by an amended Bill which application is allowed subject to all legal exceptions. There upon on application of Respondent the cause was continued until the next term.

O.K. Wm. Schoolfield
O.K. Allen Hitzfeld

Fox H. Mercer
Chancellor.

W. L. Holder et al. }
vs. } In Chancery

No. 521.

Polly Davis et al. }

The bill in this cause praying a sale for partition; but the facts not sufficiently appearing it is ordered by the Court that the Master hear proof and report instant.

1st - who are the owners of the premises sought to be sold and the respective rights, titles and interests of the parties therein, what share or part belongs to each.

2nd - whether the premises are so situated that partition thereof cannot be equitably made or whether they are of such description that it would be manifestly to the advantage of the parties that the same should be sold instead of partitioned.

April Term 1917,
 3rd whether there are any encumbrances on
 the premises not disclosed in the pleadings, if
 so what and to whom belonging.

Foss H. Mercer,
 Chancellor.

W. L. Holder et al. }
 vs } No. 521.
 Pally Davis et al. } In Chancery
 Decree and Order of Sale.

This cause came on to be heard this April 17, 1917, before
 Hon. Foss H. Mercer, Chancellor, upon the pleadings and
 proof and the report of the master, which report is as
 follows:

The undersigned would respectfully report that in obe-
 dience to a decree made in this cause requiring him
 to report:

1st - As to the various rights title and interests of the
 parties to the land described in the bill.

2nd - As to the manifest advantage of a sale, rather
 than a partition in kind.

3rd - As to the encumbrances if any.

He has considered the proof and reports as follows:

1st That James Davis died intestate seized and pos-
 sessed of the land described as a 130 acre tract in
 the original bill. That Martha Davis, daughter of
 James Davis purchased certain shares of the kind
 of James Davis and died intestate. That Martha
 Davis was also the owner of a 40 acre tract of land
 described in said original bill. (Dep. of S. W. Davis
 W. L. Holder)

That W. L. Holder and F. J. Holder have purchased the
 interests of many of the heirs in both the estates of
 James Davis and Martha Davis, and that the present
 owners of the 130. acre tract are:

✓ Pally Davis	$\frac{5}{14} + \frac{1}{6}$ of $\frac{5}{14}$	✓
✓ Rhelma Davis	$\frac{1}{6}$ of $\frac{1}{6}$ of $\frac{5}{14}$	✓
✓ Fairy J. Allen	" " "	✓
✓ Oscar B. Davis	" " "	✓
✓ Luther Davis	" " "	✓
✓ R. B. Davis	" " "	✓
✓ James Davis	" " "	✓
✓ Francis Davis	$\frac{1}{5}$ of $\frac{1}{6}$ of $\frac{5}{14}$	✓
✓ Willie Ballinger	$\frac{1}{2}$ of $\frac{1}{5}$ of $\frac{1}{6}$ of $\frac{5}{14}$	✓
✓ Lena Norris	" " "	✓

W. L. & F. J. Holder own jointly the remaining interests
 (Dep. W. L. Holder - Exhibit and Dep. of S. W. Davis)

2nd. It would be manifestly to the advantage of the

April Term 1917,

parties that both tracts be sold instead of being divided. (Exp. S. Davis & W. Holder)

3rd. There are no encumbrances or liens on said tracts appearing in the proof, except 1916. Taxes which have not been paid,

Respectfully submitted

April 17, 1917.

J. S. Marshall et al.

And said report being unexcepted to is in all things confirmed. And the Court being satisfied that the facts are as set out in the said report, the respective rights and interests of the parties are adjudged and settled accordingly, the share of each party being as reported by the master. It is therefore ordered, adjudged and decreed by the Court that said 130 acre and said 40 acre tracts of land be sold for partition, each tract being sold separately, according to law to the highest and best bidder, terms of one-third cash, balance in one and two years, taking with security, bearing interest from date, and retaining a lien on the land for further security. Said 130 acre tract is described as follows: One hundred and thirty acres, more or less, in the old Fifth, near Second Civil District of James County, Tennessee, bounded on the north and west by W. H. Hayes, on the south by James Mahan on the east by Green. The second tract comprising 40 acres more or less, situated in the old Fifth near Second Civil District of James County, Tennessee, bounded on the north by B. F. Davis, on the south by Davis heirs, on the west by W. H. Hayes and on the east by the James County line.

Both tracts will be sold subject to 1916. Taxes.

The master may report his actions to the Court at Chambers, until which time all further questions are reserved

Fors H. Merceen

Chancellor,

There upon, Court adjourned. To meet at 8 o'clock a.m. Monday April 30th, 1917.

Fors H. Merceen

Chancellor

The above Term of Court was in session two days April 16 + 17, 1917 and by mistake the minutes were entered as if one day, practically all of the ^{minutes} being presented for entry on 2nd day of the Term or session

Fors H. Merceen

Chancellor

Monday April 30th 1917

Court met pursuant to adjournment, present and presiding, the Hon. Foss H. Mares, Chancellor etc. when the following proceedings were had and entered of record, to wit:

Nannie Matthews }
vs } No. 510.
C. C. Haven }

This cause came on to be heard, and not being completed by the adjourning hour the Court adjourned until tomorrow morning at 8 o'clock

Foss H. Mares, Chancellor.

Tuesday Morning May 1st 1917 -

Court met pursuant to adjournment on yesterday - present and presiding the Hon. Foss H. Mares, Chancellor. when the following proceeding were had:

Nannie Mae Haven }
vs } No. 570.
C. C. Haven }

The trial of this of this was resumed and the following decree rendered: To wit:

This cause came on before the Honorable F. H. Mares, Chancellor etc., to be heard and determined upon the original bill and answer thereto, the cross-bill and answer thereto and the oral testimony and depositions introduced and read at the hearing, and upon the whole record of the case, from all of which it satisfactorily appearing to the Court that the allegations of the cross-bill are fully denied in the answer thereto and are not sustained by the proof, and the Court hereby dismisses said cross-bill. And it further appearing to the satisfaction of the Court that the allegations of Complainant's original bill are fully sustained by the proof in the cause, and that Complainant is justly entitled to a divorce from defendant and alimony out of defendant's estate, and to all the relief sought in her bill; it is therefore ordered adjudged and decreed by the Court that the bonds of matrimony now and hitherto subsisting between Complainant and defendant, be, and the same hereby are dissolved a vinculo matrimonii, from the bonds of matrimony; and that Complainant be, and she hereby is, restored to all the rights, privileges and

April Term 1917 -

and immunities of a feme sole; and that she be, and hereby is, given the custody, possession and control of and over her two infant children, namely, Winston M. Haven, and Sylvester S. Haven, and defendant be and hereby is, perpetually enjoined from going about or molesting Complainant and from molesting said infants or interfering with Complainant's custody, possession and control of said infant children.

It is further ordered and decreed by the Court that the Receiver's Report to the present term be, and the same hereby is, ratified and confirmed, there being no exceptions to the same; and that the former orders to said receiver be, and the same are hereby, revived and the Receiver hereby directed to rent said farm involved in this cause, less those parts and portions, heretofore excepted by the Court and set apart to Complainant and her tenant, Oscar Green, and as shown in said Receiver's report, - in any way that said Receiver may deem best to the interest of all the parties and if the Receiver cannot rent out the whole farm less the portions excepted as aforesaid, he may rent it out in such parts and portions as he may deem best and to different parties, and upon such terms as he may think to be best interest of the parties, his rental contracts to be limited to Dec. 15, 1917, at which date said tenants are to deliver possession of said property.

The Receiver will report his action to the next term of this Court.

But it not sufficiently appearing to the Court what property real and personal defendant owns nor the actual value thereof, nor the character of such property, the Court hereby refers the following inquiries and questions to the Master, with directions to hear proof and consider such proof as is shown already in the record and report at the next term of the Court;

1st - What real estate does defendant own, the nature of the title thereto, the various parcels, and the acreage of each parcel, and the reasonable cash value of each parcel; also what improvements, if any, on each parcel, the value of the same; also the quantity of cleared or cultivatable land on each tract, as well as the character of the soil and the bend of each ^{parcel} tract. Also state where said real estate lies and defendant's interest therein?

2nd - What personal property does defendant own, give its nature and kind, and where located, and its reasonable cash value?

3rd What is the reasonable rental value of the Home place of 400 acres per acre and as a whole?

4th What is the reasonable rental value of each of the other tracts of real estate owned by defendant?

5th - What bona fide debts are owing by defendant?

All other questions not hitherto determined, or here-in settled, especially as to the amount of alimony, attorney's fees and costs are hereby reserved to the Court until the coming in of the Master's Report.

So the action of the Court in sustaining the original bill and dismissing the Cross-bill with costs, and in granting Complainant the absolute divorce as aforesaid and decreeing her entitled to alimony, the Defendant, excepts and progs an appeal therefrom to the next term of the Court of Civil Appeals to be held in Knoxville Tenn. and which appeal for the present and until the incoming of the Master's Report aforesaid is declined.

O.K. Mayfield & Mayfield Sol for Deft.

O.K. J. R. Ramsey Sol for Compt.

The business of this Court, ready for hearing, being disposed of, but that decree held under advisement, and decrees and orders made at Chambers may be more conveniently entered of record, the record is left unadjoined and Minutes left open until the next regular term.

For To. Mercer Chancellor

Chambers, Docket July 10, 1917,

Hubert Parker
vs
Wallace Parker et al. } No. 503.

This cause was heard before Hon. Fore H. Mercer, Chancellor, at Chambers upon the notice of Complainants' Solicitors to confirm the report of sale of the real estate filed May 15, 1917, and Certificate of John S. Marshall, Clerk and Master, filed June 21, 1917, and upon the entire record by consent of Solicitors for all parties and it appearing that said real estate was sold on May 15, 1917, to Allen Hitzfeld for the sum of \$375.00, and that said report has been on file since May 15, 1917, and no one has raised the bid, the Clerk and Master filed a certificate June 21, 1917, stating that in his opinion no one would raise said bid as much as three per cent and it further appearing that said report of sale, which is as follows: - Hubert Parker vs. Wallace Parker et al. In Chancery Court, in this cause, the undersigned respectfully reports that he, pursuant to an interlocutory decree pronounced herein at the April Term 1917, after advertising and giving the notice required by said decree, proceeded on the 15th day of May 1917, in front of the Courthouse door in Savannah to sell, at public auction, to the highest bidder, and in favor of the equity of redemption, the property mentioned and described in the pleadings and in said decree, when Allen Hitzfeld, being the highest, best, and last bidder, became the purchaser at the price of \$375.00, who complied with the terms of the sale, by paying in hand \$375.00, and for the remainder of the purchase money executed 5 notes, each for \$675.00, due respectively six, twelve, eighteen, twenty four and thirty months after date, and bearing interest from date, with S. G. Carter security thereon and a lien retained on the premises as further security.

All of which is respectfully submitted this 15th day of May 1917
J. S. Marshall et al.
is unexcepted to, it is therefore ordered, adjudged and decreed that said report of sale be and the same is in all things confirmed and all the rights, title and interest of complainant and defendants in and to the land described in

Chambers Decree July 10, 1917.

the pleadings, viz: A tract comprising one hundred and thirty one (131) acres more or less, bounded on the north by the public road, on the South by Adams, on the East by Tallant and on the West by Cote and Rogers, lying near Coltwold in James County Tennessee, be divided out of them and each of them and the same be vested in Allen Nitfield subject to the terms of the decree of sale and the lien for purchase money notes that is all rents for the land for 1917, and to be paid to the Clerk and Master as receiver and also all royalties on iron are up to date of confirmation of sale. By Court of all parties the fees of J. Marshall as Receiver are fixed at \$50.00, the compensation of Z. P. Watkins as Administrator of J. P. Parker and Mrs. Lou. H. Adams is fixed at \$50.00, the fees of Allen Nitfield and T. E. Threlk, attorneys, for filing the bill and prosecuting the suit are fixed at \$150.00 for the two jointly and the fee of Cooke Swaney & Hope for representing the Administrator is fixed at \$75.00 and the costs of the cause and the above fees will be paid out of the funds now on hand or to be hereafter collected as preferred claims.

Upon application Allen Nitfield and T. E. Threlk Solicitors for Hubert Parker, are given a lien upon his share in the proceeds of said land for their reasonable fees, and Cooke Swaney & Hope are given a lien upon the proceeds of said land belonging to defendants for their reasonable fees.

The Clerk and master will pay the costs of the cause and fees as herein decreed and the balance of the funds on hand he will prorate among the creditors in the event the funds remaining on hand are not sufficient to pay said debts in full. The purchasers will be permitted to pay the purchase money notes or any part thereof into Court at any time before maturity.

When the purchaser shall have paid in the balance of the purchase money and have complied with all the terms of sale, the Clerk and master will issue to him a certified copy of this decree on a deed to the land herein described as a memorandum of title at the election of the purchaser upon paying the legal fees therefor.

OK Allen Nitfield Sec for Court.
 OK C. H. Swaney Sec for Deeds

OK T. E. Threlk, m. r. c.
 Chancellor

Examined and approved & confirmed
 Chas. H. Murray
 Chancellor

Chambers Decree, July, 10, 1917,
 W. L. Holder et al

No. 521.
 Polly Davis et al. } In Chancery Court, James County -

This cause was heard before Honorable Foss H. Mercer, Chancellor, at Chambers upon the motion of complainant's solicitors to confirm the report of sale of the real estate filed May 28th 1917, and Certificate of John S. Marshall, Clerk and Master, filed June 28th 1917, and upon the entire record by consent of solicitors for all parties, And it appearing that said real estate was sold on the 28th day of May 1917, to W. L. & F. J. Holder for the sum of Twenty-five Hundred and Fifty (\$2550.00) Dollars, and no one has raised the bid; and that the Clerk and Master filed a certificate June 28th, 1917, stating that in his opinion no one would raise said bid as much as three per cent, and it further appearing that said report of sale, which is as follows:

In this cause the undersigned respectfully reports that he, pursuant to an interlocutory decree pronounced herein at the April Term, 1917, after advertising and giving the notice required by said decree, proceeded on Monday, the 28th day of May, 1917, in front of the Courthouse door in Saltwell Town, to sell, at public auction, to the highest bidder, and in bar of the equity of redemption, the property mentioned and described in the pleadings and in said decree, when W. L. & F. J. Holder being the highest, best, and last bidder, became the purchaser at the price of \$2550.00, who complied with the terms of the sale by paying in hand, \$850.00, and for the remainder of the purchase money executed two notes, each for \$850.00, due respectively Twelve & Twenty-four months after date, and bearing interest from date, with H. Holder securities thereon, and a lien retained on the premises as further security

All of which is respectfully submitted this 28 day of May,

1917

J. S. Marshall, C. M.

is unexcepted to, it is therefore ordered, adjudged and decreed that said report of sale be and the same is in all things confirmed, and all the right, title and interest of Complainants and defendants in and to the land described in the pleadings, viz:

130 acres of land, more or less, bounded on the North and West by W. H. Henry, on the South by Jane Mahan and on the East by Green; also 40 acres more or less, bounded on the North by B. F. Davis, on the South by Davis heirs, on the West by W. H. Henry

Chambers Decree, July 10th, 1917,
 on the East by the James County line, both of said
 tracts being in the new Second old Fifth Civil District
 of James County, Tennessee; be divested out of them
 and each of them and the same be vested in said
 W. L. Helder and T. J. Helder subject to the terms of the decree
 of sale and the lien for purchase money notes, a lien being
 hereby retained on the above described real estate to secure
 the deferred payments mentioned in Masters report of sale.

It is further decreed that Allen Hitzfeld Sol-
 icitor for the complainants, be paid a fee of Two Hun-
 dred (\$200.00) Dollars and J. Trimble, guardian
 ad litem for the minor defendants, a fee of Twenty-
 five (\$25.00) Dollars, said fees to be taxed as a part of
 the costs of this cause.

The Clerk and Master will pay the costs of the
 cause and fees as herein decreed, and the balance
 of the funds on hand he will pro rate among the
 defendants according to the shares to which they
 are entitled as shown in the decree entered in
 this cause on April, 17th, 1917.

The said purchasers shall have the privilege
 of paying the balance of the purchase money at
 any time before maturity of this said notes.
 On payment of the purchase money in full
 the Clerk and Master will issue the purchasers
 a certified copy of this decree or will execute
 a deed to the purchasers at their election upon
 their paying the legal fees therefor.

O.K. J. Trimble, Guardian ad litem,

O.K. Allen Hitzfeld Sol. for Complainants

O.K. Fass H. Mercer
 Chancellor

Examined compared and approved

Fass H. Mercer, Chancellor

State of Tennessee } October Term 1917,

James County, } Being the third Monday & the 16th day
thereof: Be it remembered that at a regular term of the
of the Chancery Court for James County, Tennessee, begun and
held at the Court House in Colliwell on the Third Monday in Oct-
1917, present and presiding the Hon. Foss H. Mercer, Chancellor,
of the Seventh Chancery Division, when the following pro-
ceedings were had, to-wit:

Eliza Eldridge - }
vs. } No. 523.
John E. Eldridge }

Be it remembered that this cause came
on regularly to be heard on this the 15th day of October
1917, before the Hon. Foster H. Mercer, Chancellor, upon the
pro confesso heretofore regularly taken against the de-
fendant John E. Eldridge, and all the pleadings and proof in
this cause, from all of which it appears to the Court, and
the Court decrees that in the latter part of 1915, Complain-
ant, Eliza Eldridge filed her bill of divorce against her husband John
E. Eldridge in the Circuit Court of James County, Tennessee, and
that Exhibit "A" to the bill in this cause is a substantial copy
of the bill for divorce filed in the Circuit Court of James County;
that after publication made as required by law for the defendant
in said cause, the cause came on regularly to be heard be-
fore the Hon. S. C. Brown, judge of said Circuit Court at the
January Term, 1913, and the said Honorable Court entered
the following decree, to-wit:

"No. 2898, Eliza Eldridge }
vs. } Divorce,
John E. Eldridge }

Be it remembered that this cause
came on to be heard before the Hon. Saul C. Brown, Judge, and
it appearing to the Court that publication has been made
as required by law in the Colliwell Herald, a newspaper
published in Bradley Co. Tenn. (there being no newspaper
published in James County) requiring the defendant John E.
Eldridge to appear and answer the petition filed against
him in this cause, and said defendant having failed to
appear within the time required by law and make defense to
said petition and Court being about to adjourn, it is
therefore ordered that said petition be taken for confessed a-
gainst him and the hearing of this cause proceeded ex
parte as to him. And this cause coming on further to
be heard on this the 15th day of January 1913, upon the pro-
confesso heretofore regularly taken against the defendant and upon
the petition and proof in the cause from all of which it appears
to the Court that Petitioner is entitled to the relief sought,
and that the defendant has abandoned the petitioner,

October Term 1917

failed, neglected and refused to provide for her; it is therefore ordered and decreed that the bonds of matrimony heretofore subsisting between the defendant and the petitioner John E. Eldridge be and the same are hereby dissolved and for nothing held and the petitioner, Eliza Eldridge is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried woman and is given the custody of all her minor children. It is further ordered and decreed that petitioner shall have all the stock, household and kitchen furniture and other personal property on the place occupied or owned by defendant in James County, and same is decreed for as alimony. It is further ordered and decreed that petitioner is entitled to the land described in the bill as alimony and it is therefore decreed that all the rights, titles and interests of defendant, John E. Eldridge in and to the following described land in James County Tenn., be divested out of said defendant and vested in petitioner to-wit: The first parcel of Lot No. 9 (nine) assigned to defendant John E. Eldridge in the partition of the lands of John Eldridge and Sarah E. Eldridge by decree of Sept. 11, 1893 in the case no. 255, styled James F. Eldridge Exr. vs. Sarah E. Eldridge, et al. in the Chancery Court of said James County, described as follows: Containing 45 acres beginning on a stone in the section line with four pines as pointers and running with north line of first parcel of No. 8 (Eight) North 68 degrees West 182 poles to a stake and pointers on the river bank, up and out the same to the Southwest corner of Lot No. 10 with line of same South 68, degrees East 182 to a stake and pointers in Wm. Gardenhire's line, west the line South 22 degrees West 30 1/2 poles to his Southwest corner, a planted stone, large white oak and pointers, South 36 degrees West 8 poles and 16 links to the beginning, reference being made to said decree for said description.

- Second - All of Lot No. 8 (Eight) in said partition of said land as described in said decree to which reference is here made and being the same land sold to said John E. Eldridge or at about Sept. 26, 1899 by W. C. Eldridge and wife.

Third - About forty acres described as follows, bounded as follows, on the North by Dr. Coins on the East by Jacks Grass, on the West by Gross and Baker, on the North by Wm. Gardenhire and known as the McCallie land and deeded to Polly Gardenhire by John McCallie and wife and being the same conveyed to defendant John E. Eldridge by Thomas J. Smith, Trustee on the 10th, February, 1899. It is further decreed that defendant pay to the petitioner's attorneys, Coleman & Ferguson the sum of

October Term 1917.

fifty dollars for their services. It is decreed that petitioner recover of defendant said attorneys fees and the costs of the cause, but on his failing to pay the same and a return of nulla bona execution against him, that that petitioner and her sureties, Coleman & Grierson pay the same, and the same (costs and attorneys fees) in that event are declared a lien on the land given petitioner under this decree and that this decree was properly entered and recorded on the minutes of said Circuit Court that subsequently to the granting of said decree, on the 9 day of March, 1913, the Court House of James County was destroyed by fire, and all the records of the Circuit Court of James County, including the file in the said divorce case, were destroyed by fire. And it is now further decreed, that said decree of the Circuit Court of James County, as above set out is hereby set up and adjudged to be the decree of said Circuit Court of James County in the said case of Eliza Eldridge vs. John E. Eldridge and it is ordered that copy of this decree shall, upon the payment of the proper fee therefor, be viewed to the complainant by said Clerk and master of this Court to be recorded in the Register's office of James County, Tennessee as a muniment of her title to said land and property above described. It is further ordered that complainant pay all the costs of this cause, and judgment is rendered against her and her bondsman, Lewis M. Coleman and William L. Grierson, for the same, for which execution will issue.

For H. Mercer,
Chancellor

Jesse Burgess et al

vs

Kirk Lee et al

In this cause the respondent Allie Carter applied to amend his answer and is permitted to do so on the following terms, to wit: he will be adjudged and directed to pay one half the costs to date for which judgement is entered and execution will issue. There upon said Allie Carter applied to continue the case and was permitted to do so and paying the other ^{one} half of the cost. It is therefore adjudged and decreed that the plaintiff will have and recover off of Allie Carter all costs to date for which execution may issue.

Jesse Burgess et al

vs

Kirk Lee et al

It appearing that the process against M. O. Terry and L. P. Lewellen has not been served Alias will issue to Hamilton County for them.

October Term 1917.

James County Tennessee }
 Complainant } In the Chancery Court at
 vs. } Holtawah Tennessee
 J. T. Davis et al }
 Defendants }

Now comes the complainant and dismisses the above styled cause at its own cost, for the collection of which execution may issue. The bill is dismissed without prejudice.

A. H. W. E. Wilkerson
 Solicitor for Complainant

A. H. Allen Hitzfeld
 Solicitor for Defendants

G. O. M. Daniel }
 vs. } In Chancery
 Emma Ethel Watkins et al }

This cause came on to be heard this the fifteenth day of October 1917, before the Hon. Fess H. Mercer, Chancellor, upon the record in this cause and the proof of the marriage of Elizabeth Ann Watkins, one of the defendants to Fred Gardner also on motion of Allen Hitzfeld solicitor for authority to pay out a fund in the hands of the clerk and master the property of said Elizabeth Ann Watkins a minor. And the court being satisfied from the proof that it is to the best interest of this minor feme covert that said funds be paid to her, it is therefore ordered, adjudged and decreed that said funds be paid to said Elizabeth Ann Watkins Gardner in person, the clerk and master taking her proper receipts for the same.

Emmett Scott, et al }
 vs. } No. 528.
 John A. Hall, et al }

This cause coming on to be heard before the Hon. Fess H. Mercer Chancellor, etc. holding the Chancery Court at Holtawah, was continued upon application of defendants.

W. E. Wilkerson was given the privilege of receiving and taking the file to his office in Chattanooga Tennessee.

Hendley M. Smith, et al }
 vs. } In Chancery
 John Lowe, et al }

This cause came on to be heard before

October Term 1917.

Hon. Fess H. Mercer, Chancellor, on this the fifteenth day of October, 1917. On the pleadings and the proof and especially on the master's report of sale to the present term, which report is in words and figures following:

Hundley M. Smith }
vs. } In Chancery Court.
Bertha Lowe et al }

In this cause the undersigned respectfully reports that he, pursuant to an interlocutory decree pronounced herein at the April Term, 1917. After advertising and giving the notice required by said decree, proceeded, on the 23 day of June 1917, in front of the Courthouse door in Sattawah, to sell, at public auction to the highest bidder, and in bar of the equity of redemption, the property mentioned and described in the pleadings and in said decree, when Hundley M. Smith by Allen Hitzfeld being the highest, best, and last bidder, became the purchaser at the price of \$3,100⁰⁰ who complied with the terms of the sale by paying in hand \$103³³ and for the remainder of the purchase money executed two notes, each for \$103³³ due respectively Twelve and Twenty four months after date and bearing interest from date with Allen Hitzfeld security thereon, and a lien retained on the premises as further security. All of which is respectfully submitted this 17th day of Sept, 1917.

J. S. Marshall C. M.
and said report being accepted to is, in all things confirmed, on application of solicitor for complainant the court is pleased to permit the purchaser to pay the two notes executed for a part of the purchase price in cash at this time.

It is therefore decreed that all the right, title and interest of all of the parties to this suit complainant and defendant, be diverted out of them and vested in the purchaser, Hundley M. Smith, subject to the lien aforesaid for the unpaid purchase money. On paying the legal fees therefor the said purchaser may have a copy of this decree for registration as a muniment of title to said land, or if he so prefer, the Master will make him a deed conveying to him said land in fee.

October Term 1917.

I. F. Fisher
vs.
Caroline E. Vincent
or her unknown heirs

no.

In this cause it appearing to the Court that Caroline Vincent and her unknown heirs, have been duly and regularly brought before the Court and made defendants to Complainant's bill by Publication and that said defendants have failed to appear and make defense to this bill within the time required by law and Court being about to adjourn, it is ordered by the Court that the bill be taken for confessed as to said defendants and the cause set for hearing *ex parte*.

I. F. Fisher
vs.
Caroline E. Vincent et al.

no.

In this cause it is ordered by the Court that the Master hear proof and report to the next term of this Court.

1st

Whether the Complainant purchased said land in question in this cause, if so, when, and has the same been paid for and how.

2nd

How long has Complainant been in possession of the land described in the bill, and whether his possession has been open, notorious and adverse, especially as to Caroline Vincent or her heirs.

The time and place of taking of this reference is fixed at the Clerk and Master's office at the Court house in Altamaha Monday, Dec. 3, 1917, beginning at 10 A.M. on said date, and no other or further notice will be required except the spreading of this order of record.

George W. Smith
vs.
Alex Spriggs et al.

In this cause it appearing to the Court from an inspection of the minutes in minute book No. 4, on page 152 and on line 40 the name of M. D. L. Spriggs was inserted instead of John M. Spriggs and the same appears from the face of the decree and that it was inadvertently entered and on motion of Complainant, said decree is corrected accordingly. And it is further ordered that Complainant may withdraw his receipts filed in this upon giving the Clerk & Master receipts for same.

October Term 1917.

J M Rains et al }
 vs. } No. 504,
 Laura Bell Davis et al }

This cause came on to be heard on this the 15th day of October, 1917, before the Hon. Fore H. Newer, Chancellor;

upon the pleadings and the proof and the entire record in the cause, and especially upon the report of the Master which report is as follows:

J M Rains et al.

vs.

Laura Bell Davis et al } In Chancery

No. 504.

Report of Master on Reference

The undersigned respectfully reports that in obedience to a decree in this cause, pronounced at the last term, directing the master to hear proof and report:

First: The exact boundary and extent of the land involved in this suit.

Second: Who are the owners of the premises and respective rights, title and interests of the parties therein and what share or part belongs to each.

Third: Whether the premises are so situated that partition thereof can be equitably made, or whether they are of such description that it would be manifestly to the advantage of the parties that the same should be sold instead of partitioned.

Fourth: Whether there are any debts of W. F. Rains deceased, which are a charge upon said real estate and whether there are any encumbrances on the premises not disclosed in the pleadings, if so, what and to whom belonging.

As to the first head to be reported on I find that the original deeds to this land (filed by J. M. Rains) the boundaries of the land are as follows:

1st Tract: 2.40 acres more or less, in James County, Tennessee, and bounded as follows, to wit:

Beginning at the Southwest corner of the North West half of the Southeast quarter on a dead-top post oak, thence Southeast with the line of Caroline McCain to a black oak at the crook of the mill race; thence with the meanderings of the mill race to the fence; thence with the straight part of the ditch running straight through to a pine bush at the fence; thence Northeast, with the meanderings of the fence to

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a walnut stake, including the North half of said Southeast quarter of Section 4: also 80 acres more; beginning at a walnut stake at the Southwest corner of the Southwest half, running thence East with the line of Caroline McCain 160 poles to a black oak tree, including the Northeast half of the Southeast quarter of section three, fractional Township three, North, Range three west of the basis line Acoe District; also 80 acres (more) beginning at a black oak tree, it being the Southwest corner of the Northeast half of the Southeast quarter, running thence East with the line 160 poles to the Section line; thence North with the Section line 80 poles to the Northeast corner of said quarter including the Northeast half of the Southeast quarter of Section three, fractional Township three North, Range three, west of the basis line Acoe District, running thence West with W. F. McCormick's line 480 poles to John Aldridge's line, running thence South with said line 80 poles to a dead-top post oak, the beginning corner. (Deed - W. F. McCormick to W. F. Rains)

2nd Tract - 20 acres more or less, situated in James County, Tennessee, and bounded as follows: to-wit: Beginning at the Northwest corner of the Southwest half, at the line of the Southeast quarter, on a post oak stump, running thence South with a marked line to a limestone rock, the corner at the line known as the Jane Richey land thence East with a marked line 48 rods to a limestone rock, thence North parallel with the line to the branch at the Harrison road below Caroline McCain's stable thence running the big road to the center of the bridge across John Aldridge's mill race, thence West with the line of W. F. Rains to a post oak stump. The beginning corner including the Southwest part of the said Southwest half of the Southeast quarter of Section Four fractional Township three west of the basis line Acoe District (Deed from Caroline McCain to W. F. Rains) also.

3rd Tract - a certain strip of land described as follows: to-wit: Beginning at a pine-knot corner at the center of Section three, running west with the lane that leads towards Georgetown, to a marked black oak bush, near W. F. Rains' gate, thence North about three rods to a post oak sapling at the corner of

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J. P. Talley's fence, thence running with the J. P. Talley's fence southwest 15 rods around back to W. F. Rains' line, including the lands that W. F. Rains' house is setting on, lying in, First Civil District of James County Tennessee (Deed from J. P. Talley to W. F. Rains on file)

II.

As to the second head to be reported on I find that the following are the heirs at law of W. F. Rains, deceased, and are entitled to the shares in said land set opposite their names:

J. M. Rains, a one-fourteenth interest

W. F. Rains	"	"
Sarah Rains	"	"
Kitty Rains	"	"
J. F. Rains	"	"
Hannie Rains	"	"
Rebecca Holman	"	"
Hester Rains	"	"
Laura Beck Davis	"	"
Molly Bettis	"	"
Amanda Friddle	"	"
Eliza Davis	"	"
May Roark	"	"
Grace Roark	"	"
Bessie Roark	"	"
Pearl Roark	"	"
Delia Roark	"	"

(Depositions of J. J. Norman and J. M. Rains)

III.

As to the third head to be reported on I find that the premises are so situated that partition thereof cannot be made and that it would be manifestly to the advantage of the parties that the same should be sold for a division rather than partitioned in kind. (Depositions of J. E. Bettis, Bob Rogers, Mrs. L. B. Davis, J. J. Norman, Bart Howard, and G. A. Friddle).

IV.

As to the fourth head to be reported on, the evidence before me fails to disclose any encumbrances upon the above described property or any debts which are properly a charge against same; except some debts held by some of the heirs at law for loaned money and for services rendered during his lifetime. I therefore do not report upon them inasmuch as there should be some evidence introduced in regard to the validity thereof, and there should be a supplemental report after the sale, if a sale be made to ascertain

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what debts are due, owing and unpaid, and the amount thereof, and to whom owing, and if there be any taxes owing; He will hear evidence and from such evidence and any other evidence on file, he will make said report to the next term.

All of which is respectfully submitted this February 16, 1917. J. S. Marshall, Clerk of Master

And it appearing to the Court that Grace Roark intermarried with Albert Plemons and that the said Grace Roark Plemons has during the pendency of this suit died, leaving surviving her one child, William Anderson Plemons who has been made a party to this cause and is represented herein by a Guardian ad litem who has answered, and said report, being in all other respects unexcepted to is by the Court in all things confirmed.

2. And the Court being of the opinion that the facts set out in said report except as above corrected are true, the respective rights and interests of the parties are settled accordingly, the said William Anderson Plemons taking the interest of his mother Grace Roark Plemons, likewise the parties taking the interests as set out by the Master.

3. It is therefore ordered and decreed by the Court, that said tract of land be sold within 60 days for partition, and that the Master sell the same according to law in front of the Court House door in Astoria on the following terms 25% Cash, the balance in three equal annual instalments to the highest and best bidder, taking notes with security drawing interest from date, and retaining a lien on the land as further security for the unpaid purchase money.

Jennie S. Knauff et al }
vs. } In Chancery,
Judson R. Smith et al } James County -
This cause came on to be heard this
October 15th, 1917 before the Hon Jas H. Moore, Chancellor

-1-

Upon the pleadings and the proof and the report of the Master which report is as follows:

Jennie S. Knauff et al }
vs. } No. 505.
Judson R. Smith et al } In Chancery James County

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Masters report to October Term 1917.

The undersigned respectfully reports that in obedience to a decree in this cause pronounced at the April term, 1917, directing the Master to hear proof and report:

First: Who are the owners of the premises sought to be sold and the respective rights, titles, or interests of the parties therein and what part or share belongs to each.

Second: Whether the premises are so situated that partition thereof cannot be equitably made or whether they are of such description that it would be manifestly to the advantage of the parties that same should be sold instead of partitioned.

Third: Whether there are any encumbrances on the premises not disclosed in the pleadings, if so, what and to whom belonging.

-I-

As to the first head to be reported on, I report that the land described in the original bill, consisting of three farms, is owned by the following parties to this cause, and their respective interests are set opposite their names:

Mrs. Jennie Smith Hnauff,	one-eighteenth
Mrs. Hlora Smith Pease,	" "
Mrs. Ida Smith Spriggs,	" "
Mrs. Lillie Smith Dugger,	" "
Charlie Smith,	" "
Horace Smith,	" "
Judson R. Smith,	one-third
Mrs. Margaret L. Poe,	" "

-II-

As to the second head to be reported on, I find that the premises are so situated that partition in kind cannot be equitably made and that they are of such description it will be manifestly to the advantage of the parties that same should be sold instead of partitioned.

(Depositions Judson R. Smith & William True)

-III-

There are no liens or encumbrances against any of aforesaid lands.

All of which is respectfully submitted this October 15, 1917.

J. S. Marshall C & M.

October Term 1917.

And the said report being unexcepted to is in all things confirmed.

-II-

And the Court being satisfied that the facts are as set out in said report, the respective rights and interests of the parties are adjudged and settled accordingly, the share of each party being as reported by the master.

-III-

It is therefore ordered, adjudged and decreed by the Court, that said tracts ^{of land} be sold for partition, and it being suggested to the Court that the two adjoining tracts may bring a larger price if sold as a whole, the master is instructed; First, to offer each tract for sale separately, Second - to offer the 142 acre tracts and the 129 acre tract jointly and Third, to offer the three tracts jointly: the Master will then adopt the sale bringing the highest price, selling the land to the highest and best bidders on terms of one-fourth cash, balance in one, two and three years, taking notes of the purchasers with good security, deducting interest from date for the amount of said deferred payments. Said notes shall retain a lien on the land for further security.

Said 142 acre tract is described as follows: A tract of land situated in James County, Tennessee, in the — Civil District comprising 142 acres more or less and bounded on the north by Gardner ^{and} Treece, on the south by G. N. Smith Estate, on the east by Masteller and on the west by Treece and Rhinehart.

Said 390 acre tract is described as follows: In the 7th Civil District of James County, Tennessee, 390 acres more or less formerly in Hamilton County, Tennessee, in the 2nd Range, First Fractional Township South Section 1, beginning at the northeast corner of the southeast quarter of said Section running west 20 degrees north 80 poles to a small post oak on the side of the Ridge, thence north 20 degrees east 30 poles to a stake, thence west 20 degrees north 100 poles to a stake in or near a branch, thence south with the meanders of said branch 40 poles, air measure to a rock corner put up by Haggler ^{and} James Davis to supply the place of a ~~driven~~ wooden stake, thence in a straight line to a pine stake corner of James Davis ^{and} L. W. Haggler

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40 poles at the end of a lane between said Haggler and Davis, thence west 20 degrees north to a corner made and established ^{by Whemiah Everett} and H. W. Haggler on the north end of the ridge east of said Everett and west of said Haggler, said corner established by marks upon one chestnut oak, two black oaks and two chestnut bushes, thence south with the highest points or peaks on said ridge, a line marked and agreed upon by said Everett and Haggler about 135 poles to a corner made and established by James Eakin and H. W. Haggler on said ridge at a pine and two chestnut oak pointers to said corner, thence east 20 degrees south along a conditional line between said Eakin and Haggler 240 poles to a corner on the ridge line to a black oak corner, thence with said range line north 140 poles to the beginning corner, all west of basis line, Clove District.

Said 129 acre tract is described as follows:
In the 7th District of James County, Tennessee;
Beginning in the Big Road on Janna Rogers line, thence with her line along a lane north 69 degrees west 95 rods to a stake in the road, thence north 20 degrees east with a second line 30 rods to a stake (pine tree pointed) thence 77.69 degrees, W. 80 rods to a stake, thence north 21 degrees E. 102 rods to the center of the Big Road, thence along the road to the beginning containing 2.9 acres more or less.

Beginning in the Big Road in front of the dwelling house running west with the township line two hundred poles more or less to a corner of Bogburns land thence south with Bogburns west boundary line seventy poles more or less to James Blevins line corner, thence east with Blevins land line one hundred and eighty poles more or less to a big road to the beginning corner. also five acres more or less beginning at the same place in the big road running thence west with the township line forty poles to Silas Smith's corner, thence north 20 poles to west S Kelly's corner, thence east to a poplar tree, thence thirty two and one-half poles to a large stump in the big road, thence with big road nine and half poles to a stone corner in the road all except one acre to James Blevins in the northwest corner of the above described five acres and whole containing ninety acres more or less, west of the basis line Clove

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District 7th Civil District James County, Tennessee.

One acre beginning at West Shelly's southwest corner of Silas Smith's west boundary line, thence south 16 poles, thence east 16 poles, thence north to west Shelly's line, thence west with said line to the place of beginning, situated in the 7th Civil District of James County, Tennessee, west of Basis line, Cleece District.

-IV-

The Master will report his action to the next term of this Court, unless application is made under the procedure prescribed by statute for a confirmation of said report at chambers. All further questions are reserved until such time when application is made for a confirmation of said report.

O. K.

Allen Hitzfeld, Solicitor for Complainants.

O. K.

Thomas and Thomas, Solicitors for Defendants.

James Havens et al }
vs. } No. 466.
Samuel McLary et al }

In this cause, on this the 15th day of October 1917, before the Honorable Fess H. Mercer, Chancellor, Come J. S. Marshall the Clerk and Master of this court, and produced in open court the following notes.

#255-22

Cottewah Tenn. Sept. 20th 1915.

Twelve months after date we, or either of us, promise to pay J. S. Marshall, Clerk and Master of the Chancery court of James County, or his successor in office, Two hundred & Fifty-five & ^{no}/₁₀₀ Dollars, with interest from date, being the second payment for lands of Joseph McLary, deceased sold under decree of said court in the case of James Havens et al, Complainants and Samuel McLary, et al Respondants and a lien is retained on the property until this note is paid.

A. S. Johnson (Seal)

Mary C. Johnson (Seal)

#255-22

Cottewah. Tenn. Sept. 20th 1915.

Eighteen months after date we, or either of us, promise to pay J. S. Marshall, Clerk and Master of the

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Chancery Court of James County, or his successor in office, Two Hundred & Fifty-five & ⁷⁵/₁₀₀ Dollars, with interest from date, being the second payment for bonds of Joseph M. Gray, deceased - sold under decree of said Court in the case of James Haven et al, Respondents and Samuel M. Gray, et al, Respondents and a lien is retained on the property until this note is paid.

A. S. Johnson (Seal)

Mary C. Johnson (Seal)

and moved the Court for judgment thereon in his name for the use of those entitled to the proceeds thereof and for the enforcement of the lien specified on the face of said notes, and in the decree in this cause.

And it appearing to the Court from the inspection of said notes, that the sum of Five Hundred and Seventy-three and ³/₁₀₀ dollars principal and interest is due on said notes. It is ordered and decreed by the Court that said J. S. Marshall as Clerk and Master of this Court, for the use of those entitled, recover of the said A. S. Johnson and his surety Mary C. Johnson said sum of Five Hundred and Seventy Three and ³/₁₀₀ Dollars. and the cost of this motion.

And it further appearing from the inspection of said notes, and of the record in this cause, that said notes were given for the purchase money of a tract of land sold in this cause, and that a lien was retained on said land, to secure the payment of said notes, and said purchase money for said land, said land being described as follows: In the first, formerly second Civil District of James County Tennessee and being the northwest quarter of the north half of the southwest quarter of section fifteen, fractional township three north and Range three West of the base line in the Acree District together with all appurtenances thereunto including a certain strip for drainage purposes. Said tract of land contains Two Hundred and Forty (240) acres more or less.

It is therefore ordered adjudged and decreed by the Court that said land be subjected to the satisfaction of this decree, and unless this decree is satisfied within four months from this date. The Master after advertising according to law will proceed to sell said land at Public

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sale, at the Court house door, in Cottewah Tenn. to the highest bidder for cash in hand, in bar of the equity of redemption.

and he will report his action to the next term of this Court until which time all other questions are reserved.

and it appearing to the court that a decree has formerly been rendered on a former due note, and sale awarded said for decree^{2d} especially said order or decree for said is by the Court in all things revived and the master will sell said land to satisfy both this and the former decree.

and it is further decreed that in the event that the proceeds arising from the sale of said tract of land, after confirmation of said sale, shall prove insufficient to satisfy this decree, execution will issue, after said confirmation for such balance as may remain unsatisfied on the said decree.

Master's Financial Report.

To the Honorable Foss H. Mercer, Chancellor;

I submit the following report of the amounts of money in my office, and the causes to which the several sums belong, not including Costs:

Callie Ford vs. Joe Ford et al. \$64.29

This sum belongs to minor heirs and is on Certificate deposit in the Bank of Cottewah,

J. M. Rains et al. vs. Amanda Fiddle \$43.78

This sum is in my hands as receiver.

General Trusty et al. vs. Felicitia Shelton et al. \$1263.98

This sum belongs to Felicitia Shelton;

Nannie Mae Hovee vs. C. C. Hovee, \$457.39

This sum is in my hands as receiver.

G. O. McDaniel vs. Elizabeth Ann Watters et al. \$382.48,

This sum belongs to Elizabeth Ann Watters,

Jennie Y. Pridgen^{et al.} vs. John Pridgen \$21.32

This sum belongs to John Pridgen.

All of which is respectfully submitted this 15th day of Oct., 1917

J. Marshall Owen

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There upon Court adjourned to meet at 8 o'clock A.M.,
Tuesday October 16, 1917.

For vs. Mercer, Chancellor

Tuesday October 16th 1917

Court met pursuant to adjournment, present and
presiding the Hon. For H. Mercer, Chancellor, etc.
when the following proceedings were had and en-
tered of record, to-wit:

Part Howard } No. 529, In the Chancery Court
vs } at Coltwal, Tennessee.
Lizzie Howard et al }

The bill in this cause, praying for
a partition of certain lands upon motion of complainant
the following Commissioners are appointed to survey
said lands and partition the same; A. A. Stauffer, County
Surveyor; George Mabone and James McNeely, freeholders
of James County, Tennessee.

The Commissioners having been duly sworn, will
divide the tract of land, known as the farming lands
and make the allotment of the shares according to
the rights of the parties having due regard to the
quality and quantity of the several shares and making
partition of said land among the parties, the Com-
missioners will make the partition as nearly equal
as can be equitably done and in case one share
should be of more value than the other they shall
charge the larger share with sufficient amount
to equalize it with the smaller share or if they
find that said tracts cannot be partitioned, they
will so report, said report being in accordance
with the following decree:

II.

That Part Howard is the owner in fee of one-
undivided share and that the heirs of A. G. Howard,
deceased, consisting of the widow, Lizzie Howard
and the following minor children, Burrell Howard
Jewel Howard; Addie Howard and Carl Howard are
the owners of the other undivided one-half interest
the widow being entitled to dower and the minors
owners of the fee, and said partition will be made
according to the rights of the parties in two parts
as ^{nearly} equal as can be equitably done.

III.

The said Commissioners will report their action

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to the court on the inside 30 days from 16th day of Oct, 1917, and may adopt in making said report a report already filed by them in this cause,

IV.

As to the tract of land known and described in the bill consisting of 540 acres as a timber tract of land, the said Commissioners will make partition of the said timber land in like manner according to the rights of the parties in two shares as nearly equal as can be made and will report their action to the next term of this court.

Orville Mitchell,

vs.

John A. Hall et al.

Comes the plaintiff by his attorney, Allen Hitzfeld, and acknowledges full satisfaction by defendants of the matter in controversy in this suit whereupon it is ordered adjudged and decreed that said suit be and is hereby dismissed and the costs of said cause is adjudged, against the defendants for which execution may issue.

OK.

Allen Hitzfeld

Sol. for Complt.

J. J. Davis et al.

vs.

E. C. Smith et al.

Comes the complainant in this cause and moves the court that the same be dismissed at their costs, all matters in controversy having been settled. It is therefore ordered adjudged and decreed that the bill filed in this cause be and the same is hereby dismissed and the costs of said cause adjudged against complainants.

OK.

Allen Hitzfeld, Sol. for Comps.

Richard Ragland

vs.

Lena Ragland

vs.

Lena Ragland

vs.

Richard Ragland

This cause come on to be heard on Oct. 15, 1917, upon motion of defendant to dismiss the cross-bill and petition of said Lena Ragland and which motion on account of the absence of solicitor of said Lena Ragland is taken under advisement

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and action reserved until said Solicitor have an opportunity of being heard -

For H. Mercer, Chancellor,
Solicitors for said Lena Ragland,
are Coake & Hall,
Chattanooga -

Richard Ragland } No 490
" }
Lena Ragland } In Chancery at Savannah Tenn.

#490

This cause came on to be heard before the Hon. For H. Mercer, Chancellor &c. upon motion of defendant to dismiss the petition of complainant because not filed within one year after the rendition of the decree complained of; because a writ of error will not lie to correct a decree of divorce; and also because said petition is based on an error of law.

When it appears to the Court that the petition in this case is filed for the purpose of setting aside a decree of divorce rendered by this Court at its August term, 1915, in the said case of the said Lena Ragland v said Richard Ragland in which case the said Richard Ragland was sued and proceeded against as a non-resident and was not served with process and did not enter his appearance. The Court is of opinion that while the petition mis names itself, under the circumstances said petition may be considered and regarded as a petition to set aside for the reasons set out therein, therefore said motion is disallowed and the defendant is allowed until the 1st day of December, 1917 to file her answer to said petition.

So the action of the Court in overruling said motion the defendant excepts.
For H. Mercer, Chancellor.

#465

A. C. Fagala et al. }
vs. } No. 465.
Mrs Lillie Watkins et al }

This cause came on for further orders and decrees upon the whole record, including the pleadings, proofs, former orders and decrees and especially upon the report of the Master to the present term. Said Report is in the words and figures following, to wit:-

A. C. Fagala et al }
vs. } No. 465.
Mrs Lillie Watkins et al } In Chancery Court at Savannah, Tenn.

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Report On Reference.

The undersigned would respectfully report that, in obedience to a decree made in this cause at the last term requiring him to hear proof and report:

First:

What amount of iron ore has been mined on said sixty acre tract of land since the death of said Mrs. Sanders; also since death of Nancy Fagala, and since the death of Mary J. Cleveland and under what terms, contracts and conditions?

Second:

What amount has been received from ore mined upon said land, from the death of said Mrs. Sanders and also since the death of Nancy F. Fagala, and the death of Mary J. Cleveland and by whom received, and what has been done with the same?

Third:

What quantity of iron has been sold by Mrs. Lellie Watkins which was mined on said sixty acre tract; and under what sort of contract, if any; and the amount she received for said iron ore and what, if anything, has she done with the proceeds of said iron ore; and what, if any amount has she now on hand?

Fourth:

What amount of said proceeds is now due each of the respective parties according to their interests as hereinbefore adjudged?

Fifth:

What, if anything is due Mrs. Lellie Watkins, for her services in handling, selling and collecting the proceeds of said ore?

Sixth:

Who has paid the taxes on said land since the death of Mrs. Sanders?

Seventh:

Were, or not, the royalties for which Mrs. Lellie Watkins sold said iron ore, reasonable and the market price for said ore at the time when she sold the same?

Eighth:

The master will report on any other matter which either party may in writing request him to report, said request to be, at least ten days before the next term of the Court. Give dates of death of each child of Mrs. Sanders?

He has considered the proof which has been taken in the cause and reports as follows:

First:

During the time that Mrs. Lellie Watkins has been directing the mining operations, there has been mined on said sixty acre tract of land, 1300.56/100 tons of iron ore

as follows:

In August 1912, mined by Dan Meredith, and
 marketed by Mrs. Lillie Watkins, ----- 22.94, tons
 April to Oct. 1913, mined by J.M. Boyd, and sold by him
 to the Hookout Paint Manufacturing Co., ----- 95.90, "
 From Sept 10, 1913, to June 9, 1914, mined by D. G. Tucker
 under contract with Mrs. Lillie Watkins on a
 royalty basis of 25% per ton - - - - - 350.97, "
 From Aug. 29, 1914, to Dec. 19, 1916 mined by
 D. G. Tucker under contract as above stated - - 830.75 "
 (sch. & Exhibits 2-3-4-5 Mrs Lillie Watkins)

Second.

Mrs. Lillie Watkins has received and been paid twenty
 five cents per ton as royalty on the 1300.56 tons of iron
 ore mined on said sixty acre tract of land, amounting
 to the sum total of \$324.⁹⁶ which amount has been
 dispersed by her as follows:

Paid to Mrs D. C. Fagala, \$ 1.43,
 " " " Minerva Lee, 106.62,
 " " " Hughie Martin, 106.62,
 Bal in the hands of
 Mrs Lillie Watkins \$ 110.29
 (Exhibits 2-3-4-5 sch. Mrs Lillie Watkins)

Third.

Answered above in First & Second.

Fourth.

D. C. Fagala as devisee of his wife, is entitled
 to $\frac{1}{6}$ of \$324.⁹⁶, also $\frac{1}{4}$ of $\frac{1}{6}$ of \$324.⁹⁶, less \$1.43 paid
 by Mrs Lillie Watkins to Mrs D. C. Fagala. Bal. due
 D. C. Fagala ----- \$ 60.46

The heirs of Dulcena Aucus are jointly
 entitled to $\frac{1}{6}$ of \$324.⁹⁶, also $\frac{1}{4}$ of $\frac{1}{6}$ of \$324.⁹⁶, aggregat-
 ing \$61.90, or severally entitled as follows. To wit:

Mae Robinson $\frac{1}{6}$ of \$61.90 ----- \$ 10.31
 Binnie Aucus $\frac{1}{6}$ of \$61.90 ----- 10.31
 Frances Aucus $\frac{1}{6}$ of \$61.90 ----- 10.31
 C. S. Aucus $\frac{1}{6}$ of \$61.90 ----- 10.31
 Frank Aucus $\frac{1}{6}$ of \$61.90 ----- 10.31
 George Aucus $\frac{1}{6}$ of \$61.90 ----- 10.31

Mrs Lillie Watkins is entitled to $\frac{1}{6}$ of \$324.⁹⁶ also
 $\frac{1}{4}$ of $\frac{1}{6}$ of \$324.⁹⁶ ----- \$ 61.90

Mrs. Minerva Lee, is entitled to $\frac{1}{6}$ of \$324.⁹⁶
 also $\frac{1}{4}$ of $\frac{1}{6}$ of \$324.⁹⁶ ----- \$ 61.90

Mrs Hughie Martin is entitled to $\frac{1}{6}$ of \$324.⁹⁶
 also $\frac{1}{4}$ of $\frac{1}{6}$ of \$324.⁹⁶ ----- \$ 61.90

James Sanders is entitled to $\frac{1}{4}$ of $\frac{1}{6}$
 of \$324.⁹⁶ ----- \$ 7.73

John Sanders heirs are jointly entitled to $\frac{1}{4}$ of $\frac{1}{6}$ of

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\$324.⁷⁶, or individually entitled as follows, to wit:

Mrs Sanders to $\frac{1}{4}$ of \$7. ⁷² -----	\$ 1. ⁹³
Maudie Sanders to $\frac{1}{4}$ of \$7. ⁷² -----	1. ⁹³
Roses Sanders to $\frac{1}{4}$ of \$7. ⁷² -----	1. ⁹³
Ruth Sanders to $\frac{1}{4}$ of \$7. ⁷² -----	1. ⁹³

From the above it will be seen, that Mrs. Lillie Watkins, has received \$48.³⁹ more than her pro rata share of said proceeds,

Mrs. Minerva Lea, has received \$44.⁷² more than her pro rata share of said proceeds,

Mrs. Highlie Martin has received \$44.⁷² more than her pro rata share of said proceeds,

Fifth,

While the proof shows that Mrs Lillie Watkins made no charge, for handling the business, she is, in the opinion of the Master, justly entitled to a reasonable compensation for her services,

Sixth

Mrs Lillie Watkins has paid the taxes on her part of the land (see Lillie Watkins p. 4, p. 16)

Seventh

The royalties for which Mrs Lillie Watkins sold said iron ore was a reasonable market price for said ore at the time she sold the same,

Eighth

Mrs Mary J Cleveland, died in Feb. 1897.

" Sulcena Amos died in Dec. 1899.

" Frances Jagala died in March 1913.

Mr John W. Sanders died in Feb. 1916.

All of which is respectfully reported, this Oct. 6th 1917,

J. S. Marshall & Co.,

Said Report is modified so as to show that Defendant Mrs. Lillie Watkins, is allowed five per cent of \$324.⁷⁶ for her services in the sale of said iron ore and collecting of the purchase money, and said report so modified, is in all things ratified and confirmed and the rights and interests of the parties are fixed and adjudged accordingly; And it appearing from said report that the sum of \$324.⁷⁶ has been collected as the proceeds of the iron ore sold from said land, it is ordered that said sum be paid to J. S. Marshall the Clerk & Master, who is appointed as Receiver by Consent of parties for the purpose of collecting and paying out said funds and from said sum of \$324.⁷⁶ said Receiver will first deduct and pay all the costs of this cause, including the compensation allowed to Mrs Lillie Watkins and including also five per cent

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of said funds allowed to said Receiver as compensation for his services, and after the payment of said costs and charges, the remainder or balance of said funds, will be divided and paid to the parties in interest according to their respective rights and interests, as fixed in said report, and the receipt of each of said parties or their Solicitors of record, will constitute a valid and sufficient voucher to said Receiver for said funds.

For the purpose of preparing for said settlement and distribution of said funds, it is ordered that said defendants Lillie, Watkins, Minerva Lee and Highley Martin pay over to said Receiver the funds coming to their hands from the sale of said crown ore, as before herein set out, less such amounts as may be due to said parties, respectively, under the orders herinbefore set out and fixed in said report of the Master.

OK. Mayfield & Mayfield Solrs for Comptles.
OK. Jno C. Ramsey Sol. for Defendants

Nannie Mae Haven }
vs. } No. 510.
C. C. Haven }

This Cause came on to be further heard before the Honorable F. H. Mercer, Chancellor etc., upon the entire record of the Cause including the Report of the Master filed August 17, 1917, which said Report is in the following words and figures to-wit:

Nannie Mae Haven }
vs } No. 510.
C. C. Haven } In Chancery Court at Coltwah Tenn.

Report on Reference.

The undersigned respectfully reports that, in obedience to a decree made in this cause at the last term, requiring him to hear proof and report upon the following matters namely:

-1-

What real estate does defendant own, the nature of the title thereto, the various parcels, and the acreage of each parcel and the reasonable cash value of each parcel, also what improvement if any, on each parcel, and the value of the same; also the quantity of cleared or cultivatable land on each tract, as well as the character of the soil and the land of each parcel.

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Also, state where said real estate lies and defendant's interest therein?

-2-

What personal property does defendant own, give its nature and kind, and where located, and its reasonable cash value?

-3-

What is the reasonable rental value of the Home place of 400 acres per acre, and as a whole?

-4-

What is the reasonable rental value of each of the other tracts of real estate owned by defendant?

-5-

What bona fide debts are owing by defendant?

He has considered the proof, which has been taken in the cause and reports as follows:

-1-

(a) Defendant, C. C. Haven, owns 560 acres of land in James County, and a one-sixth undivided interest in 320 acres in Bradley County, Tennessee.

(Depts. B. H. Biggs, q. 748, p. 3; Cas Cofer, q. 10712, p. 13; Will H. Haven, q. 2, p. 17.)

(b) The Home place ^{400 acres} known as the old Mahan farm, has a large acreage of cleared land, 400 acres, the most of which, while rocky, is strong productive land that may be cultivated with modern farm implements, on this tract of land is located the Haven's dwelling, barn and the house in which Oscar Green lives, also the spring, from which both families get water, The dwelling where the Haven's live is a fairly good house with four or five rooms worth about \$300⁰⁰; The house where Oscar Green lives is in very bad condition and has but little value, and the barn which was built of sawed stumps is in fairly good condition. (Depts. Harmon, Halden, Oscar Green - Lat Naded - B F Davis & J. J. Padgett)

(c) The 160 acre tract of land owned by the defendant and described as the mountain land, adjoins the Mahan tract, the Home place, it has on it two springs, two cheap box houses, very little valuable timber, having been in the path of a cyclone, and cut over

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by saw-mill operators. This tract of mountain land has very little value other than the adjoining lands to the home place for pasture. (Depts. of Luther Green, Harrison Holder, Oscar Green).

(d) The 320 acres in Bradley County, in which defendant C. C. Havens owns a one-sixth undivided interest, is mountain land assessed for taxes at one dollar per acre, with a probable cash value of Four Dollars per acre. (Dep. Will H. Haven).

(e) The reasonable cash value of the Havens' home place, known as the old Mahan farm is \$4000.00. (Depts. B. F. Davis, B. H. Biggs, J. J. Padgett, Cas Coker).

(f) The reasonable cash value of the 160 acre mountain land is \$300.00. (Depts. Harrison Holder, Luther Green, Cas Coker).

(g) The reasonable cash value of defendant's one-sixth undivided interest in 320 acres in Bradley County is four dollars per acre. (Dep. Will H. Haven)

- 2 -

Defendant C. C. Haven, owns no personal property of value. (Report of Receiver)

- 3 & 4 -

The reasonable rental value of defendant's land is 5 per cent of each of the value of the respective tracts. (Agreement of Solicitors)

- 5 -

Defendant, C. C. Haven, owes Mary Mahan a note of Fifty Dollars, with interest for one year and three months. (Dep. C. C. Haven)

All of which is respectfully reported this 17th day of August 1917.

J. S. Marshall Esq. and the Exceptions of Complainant to said report, which Exceptions are in the following words and figures, to-wit:

Nannie Mae Haven	} No. 5-10.
vs.	
C. C. Haven	

Complainant's Exceptions to the Master's Report filed August 17, 1917.

Complainant excepts to the Report of the Master filed in the above state cause on August 17, 1917, for the following reasons:

1st.

The Master under the 1st head of his report

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and subsection (e) page 2 of said Report reported the Cash value of the Home, or Mahan, place to be \$4,000.00; whereas the great weight of the evidence show it to be of the value of \$3500.00-

Harrison Holder, Complainant's witness, says said Home place together with the adjoining 160 acres of Mountain land is only worth \$2000.

Dep. of Harrison Holder, Q & A. 11-16, 19.
Oscar Green who lives on the Home place says that it is only worth from \$3000, to \$3500.00 including the 160 acres of mountain land, (Dep. Oscar Green, Q & A. 19, 20.)

Lat Holder says \$4000.00 is all it is worth including the 160 acres of mountain land, Dep. Lat Holder, Q & A. 19, 23.

Tom Green says it is only worth \$3500. to \$4000. including said 160 acres mountain land. Dep. Tom Green, Q & A. 15, 16. While Sheriff Luther Green says the Home place is not worth more than \$3500. Dep. Luther Green, Q & A. 17 - Defendants witnesses, R. N. Biggs and J. J. Padgett fix the value of the Home place including

therewith said 160 acres of mountain land at \$4000.00. Dep. R. N. Biggs, Q & A. 12, Dep. J. J. Padgett Q & A. 11.

So if the 160 acres of mountain land is worth anything (and the master finds that it is worth \$300⁰⁰) the Master's valuation of the Home place is too high.

2nd.

Under said 1st Head of said Report Sub-Section (f) (Page 2) the Master finds the value of the 160 acres of mountain land to be \$300⁰⁰; whereas, the great burden of the proof shows that said 160 acres has a reasonable market value of from \$5⁰⁰ to \$8⁰⁰ per acre, or in the aggregate from \$800⁰⁰ to \$1280⁰⁰

Dep. Wm Patton, Q & A. 22, 25, 32. X & A. 2, 4.

Dep. Cas Cofer. (Defendants witness) X & A. 12-18.

While Sheriff Luther Green says with Chestnut and oak timber this 160 acres is worth \$500⁰⁰,

Dep. Luther Green Q & A. 27.

Wherefore Complainant, Namie Max Hareu, excepts said Report in the particulars above mentioned, and appeals therefrom to the Honourable Chancellor,

Jno C Ransom

Solicitor for Complainant

Which said Report and Exceptions thereto being fully considered and understood by the Court the Court is of opinion that said Exceptions are not well taken and the same are therefore by the Court overruled and disallowed (to which action of the Court Complainant excepts

October Term 1917.

in law, and said Report is by the Court in all things ratified and confirmed; and upon the Receiver's Report to the present Term made, which said Receiver's Report is in the following words and figures, to wit:

Receiver's Report to the October Term 1917.

Nannie Mae Haven }
70. }

No. 510.

C. C. Haven, } In Chancery Court at Colwell, Tenn
To the Chancellor:

I submit the following report as receiver in this cause;
Pursuant to an order directing me to make additional efforts to rent the farm involved in this cause, I report as follows:

I rented a small portion of the pasture land to W. L. Holder for the sum of \$15⁰⁰.

The time of said rental contract has expired and the rental payment made.

All of which is respectfully submitted, Oct 10, 1917.

J. S. Marshall, Receiver

and there being no exceptions to said Receiver's report, the same is by the Court in all things ratified and confirmed.

And after due and full consideration of the pleadings, proofs, former decrees, orders, reports and the whole record of the cause, the Court is of opinion, and therefore so adjudges, that complainant, Nannie Mae Haven, is justly entitled to two-thirds of the following real estate in James County, Tennessee, involved in this suit, to wit:

1st. Four hundred acres of land, more or less, bounded on north by the lands of Mrs. Jane Mahan (or formerly belonged to her) and Geo. Montgomery; on the east by the lands formerly owned by Jesse A. Green and others; on the south by Mrs. Isaac Lamb; and on the west by the lands of Hill Osborne and others.

Said land being the same of which Alexander Mahan died seized and possessed, and being all the land he owned; and said land for the most part lie in the north-east and south-east quarter of section eight, township three, range two, west of the Paris line, Peace District, excepting one-half acre including the grave of said Alexander Mahan, deceased, as a family grave-yard or burial ground.

And said land being the same that C. C. Haven purchased at a clerk & master's sale on Sept. 3, 1887, in the case of Nancy Haven et al. vs G. P. Denton et al, then pending in the Chancery Court of James County, Tennessee, and which sale was confirmed to said C. C. Haven in said cause, to which reference is here made and a duly certified copy of the decree vesting title to said land in said C. C. Haven, is duly of record in deed Book

October Term 1917

No. 12, pages 7-9 in the Register's Office of said County, to which record reference is here made, also,

2nd The following described real estate in said James County, Tennessee, lying East of the above described parcel and adjoining thereto, which said C. C. Haven purchased from the Cleveland Lumber & Manufacturing Co., on April 14, 1906, and took a deed thereto, which said deed is duly of record in said County Register's Office in Deed Book No. 12, pages 9, 10, to which record reference is here made; and which land is described as follows:

The west half of the north-west quarter and the west half of the south-west quarter of section nine (9) township three, range two, west of the Basis line, Deers District, and all in the 12th (formerly 5th) Civil district of James County, Tennessee.

And the Court is of the further opinion, and therefore adjudges, that Complainant is entitled to said two-thirds value and interest in said described parcels of land to include the dwelling house and outhouses, such as barn, crib, etc. adjacent thereto and necessary and used in connection with said dwelling house, without said dwelling and necessary outhouses aforesaid being, valued in fixing complainant's two-third interest in said land; and Complainant also entitled to at least one good spring and necessary timber.

But it not satisfactorily appearing to the Court just how said lands may be most fairly, equitably and advantageously divided between Complainant and defendant so as to give Complainant said two-thirds thereof in value as aforesaid, and defendant one-third thereof with at least one good spring and necessary timber, the Court hereby appoints the County Surveyor of James County, and Luther Green and P. A. Henry, each and all good and respectable citizens and freeholders of James County, Tennessee, and each and all unconnected with either of the parties to the suit by affinity or consanguinity and in no way interested in said lands or the result of the suit, as Commissioners to go upon and divide said lands between said parties as herein above directed, said Commissioners first being duly qualified for said service, and they will report their action in the premises to the Court on or before Dec. 1, 1917.

It is further ordered and decreed by the Court that the funds in the Receiver's hands will be paid out as follows:

First - To the payment of all legal costs of the Cause up to the present time including \$50.⁰⁰ as compensation

October Term 1917.

to the Receiver for his services as such in the cause, which is deemed reasonable and so adjudged.

2nd To the satisfaction of the \$50⁰⁰ note which defendant C. C. Haven owes.

3rd That Jno. C. Raussey be allowed a fee of \$250⁰⁰ for his services on behalf of complainant, which amount is adjudged reasonable, but only \$200⁰⁰ of which will be paid him by said Receiver out of said funds now in his hands, the balance to be paid by complainant.

4th That the firm of Mayfield & Mayfield solicitors for defendant be allowed a fee of \$150⁰⁰ which amount is adjudged reasonable for their services rendered in behalf of defendant, but of which amount only \$100⁰⁰ will be paid by said Receiver out of said funds now in his hands, the balance to be paid by defendant.

5th The balance, if any, of said funds will be retained in the hands of said Receiver until the coming in of said Commissioner's Report, and the further adjudication by the Court of all matters not herein or heretofore adjudicated and determined by the Court, are reserved by the Court.

The question of divesting title to said two-thirds interest in said lands out of C. C. Haven and vesting the same in complainant, Nannie Mae Haven, her heirs and assigns is by the Court herein particularly reserved until the coming in of said Commissioner's Report fixing the line of division in the way and manner aforesaid between the parties.

In making out and taxing up the bill of cost in this cause to be paid out of the funds in the Receiver's hands, the Clerk and master, will not include any witness summoned by either complainant or defendant, who was not present and testified in the trial of said cause, at the time complainant was granted a divorce. All witnesses summoned by complainant at said trial, but who were not examined as witnesses will have to be paid by complainant, individually; and all witnesses summoned on behalf of defendant at said trial who were not present and testified will have to be paid by defendant, individually.

O.K. - Mayfield & Mayfield

Sol. for Defts -

O.K. - Jno. C. Raussey Sol. for Compt. -

The business of this Court ready for hearing being disposed of, but that decrees held under adjournment and decree orders made at Chambers may be more conveniently entered of record, the record is left unadjudged and Minutes left open until the next regular term
 J. W. Mercer
 Chancellor

\$505 / Jennie S. Knauff et al. } No. 505.
 vs } In Chancery.
 Johnson R. Smith et al. } James County, Tennessee.

The Complainant, Jennie S. Knauff, this day presented her petition and the exhibit hereto, praying that the sale of land reported by the Master to have been made to Chas. Knauff for \$9000⁰⁰, be set aside and the bids of said land be opened.

And it duly appearing from said petition and exhibit that R.S. Chaney has filed a report offering and bidding \$9,900⁰⁰ for said tract of land, and that he has tendered a good and sufficient surety for his said bid, and it also duly appearing that said Chas. Knauff has had notice of this petition and raised bid; on consideration of all of which, it is ordered by the Court that the said sale to Chas. Knauff be set aside, that the bids of said tract of land be opened, and kept open by the Master at his office until one o'clock P.M., January 12, 1918, during which time he will receive bids for said tract on the terms prescribed in the decree of sale, beginning with the said bid of R.S. Chaney exhibit to said petition. The Master will close the bids at the hour herein specified unless there be more than one person in the bidding, in which case he will buy the sale until the highest, best and best bid shall be obtained.

He will report the person making such bid as the purchaser, on his complying with the terms of said report shall be made to the present term of this Court.

Allen Hitzfeld
 O.K. Solicitor for Complainant

Thomas & Thomas
 O.K. Solicitor for Defendants. Thomas & Thomas,
 O.K. Solicitor for Guardian of
 minors

J. M. Raines et al. }
 70 } 20,504,
 Amanda Frobble et al. } In Chancery at Ooltowah, Tennessee.

Decree Reopening Biddings

Allen Hitzfeld, Guardian ad litem for the minor defendants in this cause this day presented the petition of J. M. Raines and the exhibits thereto, praying that the sale of land reported by the master to have been made to Bart Howard for \$3100.⁰⁰ be set aside and the biddings on said land be opened.

And it duly appearing from the said petition and exhibits that J. M. Raines has filed a written offer to bid \$3410⁰⁰ for said tract of land and he has tendered a good and sufficient surety for his said bid; and it also duly appearing that said Bart Howard has been duly notified of said petition,

On consideration of the premises it is ordered by the Court that the said sale to Bart Howard be set aside and that the biddings on said tract of land be opened, and kept open by the master at his office until one o'clock P. M., on Saturday, January 26th, 1918, until which time he will receive biddings on said tract of land on the terms prescribed on the decree of sale, beginning with the said bid of J. M. Raines exhibited to said petition.

The master will close the biddings at the hour herein specified unless there be more than one person then bidding in which event he will cry the sale until the highest last and best bid shall be obtained.

He will report the person making such bid as the purchaser, on his complying with the terms of sale; said report will be made to the present term of this Court.

O.K. Arthur Grayson, Secy,

O.K. - Allen Hitzfeld, Guardian ad litem,

O.K. J. L. Faust

#505

Jennie Smith Knauff et al } In Chancery
 vs } No. 505.
 Judson R. Smith et al }

Consent Decree.

In this cause, Allen Hitzfeld, solicitor of record for Jennie Smet Knauff and husband, Charles Knauff, Sara Smith Peace and husband J. S. Peace, Ida Smith Spriggs and husband Mack Spriggs and Lillie Smith Dugger and husband W. F. Dugger, Complainants in the bill filed in this cause, and Thomas & Thomas solicitors of record for Judson R. Smith, Margaret L. Pax Horace Smith, Charlie Smith and The Chattanooga Savings Bank, defendants in said original bill; said Complainants and defendants being the sole surviving heirs of Newton Smith and wife Louisa Smith deceased, and of Chas. D. Smith, deceased, owners of the land heretofore sold in this cause for partition, all of said parties being of sound discretion and lawful age excepting Charlie Smith, a minor, whose interests in this cause were represented by the defendant Chattanooga Savings Bank, and by Thomas and Thomas solicitors; agree and consent that the sale of the three tracts of real estate herein reported by the Clerk & master be confirmed, that the purchaser who has paid one-fourth of the purchase price in cash and executed his notes payable in one, two and three years respectively, for the balance, be permitted to pay said obligation in the Court at any time before the maturity of said notes, if he so desires; that a fee of \$500.00 be allowed to complainant's solicitor and a fee of \$125⁰⁰ for defendant's solicitor, same to be taxed as a part of the costs in this cause.

And this cause coming on to be heard before the Hon. Fess H. Mercer, Chancellor, this day at Chambers, upon the record in the cause, including the decree of sale, and the master's report made in obedience thereto, which report is as follows;

Jennie S. Knauff et al.

vs.

In Chancery Court.

J. R. Smith et al } In this cause the undersigned respectfully reports that he, pursuant to an interlocutory decree pronounced herein at the October Term 1917, after advertising and giving the notice required by said decree proceeded on the 12 day of Jan. 1918, in front of the Courtthouse doors in Colkewah, to sell, at public auction, to the highest bidder and in fee of the equity of redemption, the property mentioned and

described in the pleadings and in said decree, when W. J. Jones being the highest, best, and last bidder became the purchaser of the following described tracts of land situated in James County Tennessee, viz,

1st - Tract of 1142 acres, more or less, bounded as described in original bill filed in this cause.

2nd tract of 179 acres, more or less, bounded as described in original bill.

3rd tract 390 acres more or less bounded as described in the original bill, at the price of \$9910.00, who complied with the terms of the sale by paying in hand \$2477.⁵⁰ and for the remainder of the purchase money executed 3 notes each for \$2477.⁵⁰ due respectively twelve, twentyfour and thirty six months after date and bearing interest from date, with Chas. Knauft, H. O. Rhinehart & C. E. Stahl Security thereon, and a lien retained on the premises as further security.

All of which is respectfully submitted this 12th day of Jan. 1918,

J. S. Marshall C & M.

And it appearing to the Court that said report is unexcepted to, that all parties have agreed that it this day be confirmed by the Court at Chambers, and the Clerk & Master having further certified that his said report of sale has been on file for a period of thirty days in his office, that there is no likelihood of a raised bid of three per cent being offered for said land, said report is in all things confirmed,

It is therefore ordered, adjudged and decreed by the Court that all the right, title and interest of the complainants Jennie Smith Knauft and husband Charles Knauft, Nora Smith Peare and husband J. S. Peare, Ida Smith Spriggo and husband Mack Spriggo and Lellie Smith Dugger, and husband of the defendants, Judson W. Smith, Margaret L. Poe, Charlie Smith and Karace Smith, in and to said tract of land, be divested out of them and each of them and vested in the said purchaser W. J. Jones, subject to the lien aforesaid for the unpaid purchase money.

The Clerk & Master will give said W. J. Jones a duly certified copy of this decree as a muniment of title upon his paying the legal fees therefor. And upon his paying the total amount of the purchase price, with interest from the day of sale to the date of payment, the Clerk & Master will make, acknowledge for registration and deliver to said W. J. Jones a deed conveying said tracts of land to him. The Clerk & Master shall issue a writ of possession to said W. J. Jones at once.

It is further ordered, adjudged and decreed by the Court

that the Clerk & Master is authorized to pay the costs of this cause out of the proceeds of said sale now on hand, and to pay the balance of the funds on hand to the parties entitled thereto according to their respective rights and interests as heretofore decreed by this Court.

OK. Allen Hitzfeld, Solicitor for Compt. - Jace H. Moreen
 Thomas & Thomas " " defendants - Chancellor

Nannie Mae Haven }
 C. C. Haven }
 Compans & Hitzfeld }
 No. 510. }
 Jace H. Moreen
 Chancellor

#510

In this cause it appearing from the Report of the Commissioners appointed at the last term of the Court to partition the real estate involved in said cause in accordance with the terms, provisions and directions set out in said decree, between the parties, that they have made an effort and cannot partition said real estate between the parties in kind in accordance with the directions in said decree; and it being agreed by the parties in interest - both being *sciis juris* - that said real estate may be sold, as a whole, at public outcry at the Court house door in Oatwood, Tennessee, and the proceeds of said sale be divided between the parties in accordance with the decree rendered at last term of the Court, and it being further agreed by and between the parties that the decree at last term may and shall stand in full force and effect with the exception as to the sale of said real estate as herein agreed to; it is therefore ordered and decreed by the Court the parties consenting thereto - that the master after advertising the time, terms and place of sale for four consecutive weeks in some newspaper published weekly in James County, Tennessee, shall, at public outcry at the Court house door in Oatwood, Tennessee, sell said real estate herein after described, as a whole, and in bar of the right of redemption, homestead and all other equities of said parties, to the highest and best bidder on a credit of one and two years from date of sale, taking the purchaser's two equal installment notes bearing interest from date of sale, due respectively in one and two years from date of sale, with approved personal security and further retaining a lien upon the real estate as additional security for said notes, and report his action at next term of the Court. said land is described as follows:

April Term 1918.

Caption of the Minutes of the term:
State of Tennessee;

Be it remembered that at a regular term of the Chancery Court for James County, begun and held at the Court House in Coltwah, on the third Monday in April 1918. Present and presiding Hon. Geo. H. Mercer, Chancellor of the Twelfth Chancery Division the following proceedings were had:

Master's Financial Report

To the Hon. Geo. H. Mercer, Chancellor, holding the Chancery Court, at Coltwah, Tennessee, April Term, 1918.

I report the money in my office and causes to which the several sums belong, not including costs, as follows:

Callie A. Ford vs. Joe Ford et al. ----- \$44.39

This sum belongs to minor heirs and is on time deposit in the Bank of Coltwah bearing 4% interest.

J. M. Rains et al. vs. Amanda Fiddle et al. --- \$43.73

This sum is in my hands as receiver.

Bertha Lowe et al. vs. Hundley M. Smith et al. \$325.00

This sum is in my hands as a trustee to H. M. Smith.

W. L. Holder et al. vs. Polly Davis et al. --- \$225.19

This sum belongs to the heirs.

Respectfully submitted, April 15, 1918

J. S. Marshall, Clerk & Master

Jesse Burger et al. }

vs. Kirk Lee et al. }

In this case it appearing to the Court that Allen Hitzfield is absent and cannot attend and that he has the record out of the files and that there is a rule to try the Court is pleased to order that this case be taken up for trial and the record handed in and that each party be permitted to file briefs and argument at any time within thirty days.

Atk. John K. Ramsey

Atk. W. A. Schoolfield

April Term 1918.

L. F. Fisher
vs.
Caroline O. Vincent et al. } No. 530

This cause came on to be heard before the Honorable Gess H. Mercer, Chancellor, on this the 15th day of April, 1918, upon the bill, the proconfesso heretofore taken and entered of record, and the proof taken in the cause and especially on the report made to this term of Court which report in words and figures following to wit:

Master Report on Reference

L. F. Fisher
vs.
Caroline O. Vincent et al. } No. 530.

In Chancery at Coltwah, Tenn.
In obedience to a decree heretofore entered in this cause directing me to hear proof and report:

1st Whether the Complainant, L. F. Fisher, purchased said land in question in this cause, and if so when and had the same been paid for.

2nd How long has Complainant, L. F. Fisher, been in possession of the said land described in the bill, and whether his possession has been open, notorious and adverse, especially as to Caroline O. Vincent and her heirs?

I have considered the proof taken in the cause and report:

1st The said L. F. Fisher bought said land in March or April 1882, and gave his note for \$150.00 for the same, and afterwards paid the said note in full. Said land so purchased is described as follows: Eighty acres in the 3rd Civil District of James County, Tennessee - The West half of the north west quarter of Section 27, Township Two, Range 1, West of the Basin Line, Acree District, and bounded as follows, on the north by the land of D. A. Hains, on the east by the lands of Mary Longley and William Trew, on the south by the lands of William Trew and on the west by the lands of L. F. Fisher and D. A. Hains.

(Dep. L. F. Fisher, q. 2 and 3 - John London q. 4 and 5)

2nd The Complainant, L. F. Fisher, has been in open, notorious and adverse possession of said land since March or April 1882, at the time he purchased the same and his title or possession has not been disputed since said date. The County records having been destroyed

April Term 1918.

by file, there is no record of title in the Register office of James County, Tennessee. (Dep. L. F. Fisher q. 4-11-12 & 13. John London q. 3 & 5; Dep. M. D. Gains, q. 3-4-45.)

Respectfully submitted this December 3rd, 1917.
J. D. Marshall C & M.

And said report being unexcepted to is by the Court in all things ratified and confirmed. It further appearing to the Court that Complainant L. F. Fisher purchased the following real estate from Defendant Caroline E. Vincent in the year 1882 and paid for the same, and if any deed was made for same, it has been destroyed or lost and the records of said James County having been destroyed. The said land so purchased by Complainant and so sold by defendant Caroline E. Vincent is described as follows:

"Eighty acres of land in the third District of James County Tennessee; and being the west half of the north west quarter of section 27. Township two, Range 7, west of the basin line across District and bounded as follows: on the north by the lands of D. A. Gains on the east by lands of Mary Longly and William Trew. On the south by lands of William Trew and on the west by lands of L. F. Fisher and D. A. Gains.

It is therefore ordered, adjudged and decreed by the Court that all the right, title, interest and claim of the defendants, Caroline E. Vincent and her unknown heirs, at law, be divested out of her and them and be vested in the said Complainant, L. F. Fisher and he be declared to have a good one, perfect title to same, and the Master will deliver to Complainant a duly certified copy of the decree or a muniment of title, he paying the legal fees, therefore, and Complainant and his surety will pay all the cost of the cause for which execution may issue.

Olga Lowe et al. }
vs. } no. 495.
Howard Webster et al. } In Chancery at Cottwatt Tenn.
This cause came on for hearing, this April 15, 1918, before the Hon. Ezra W. Mercer, Chancellor holding the Chancery Court at Cottwatt Tenn.

April Term 1918.

When solicitor for Complainants stated that all of the defendants were now dead and asked that the cause be dismissed, or abated because of said death.

It is therefore ordered, adjudged and decreed by the Court that said cause be and the same is hereby abated and dismissed. The Complainants and their sureties will pay the costs of the cause, for the collection of which execution may issue.

Annie Brown }
vs. } No. 518-

J. M. Brown }

Be it remembered that this cause came on for trial before the Hon. Foss H. Mercer, Chancellor, etc. - holding the Chancery Court at Cottawah Tennessee on this April 15, 1918, when it appeared that Complainant had taken no steps to prepare the case for trial, and it further appearing that, upon motion of the Complainant, it was desired to dismiss the cause.

It is, therefore ordered, adjudged and decreed by the Court that this cause be, and the same is hereby dismissed at Complainants cost, for the collection of which execution will issue.

Owen Davis }
vs } No. 502.
J. N. Smith }

Be it remembered that this cause came on for hearing before the Hon. Foss H. Mercer, Chancellor, holding the Chancery Court at Cottawah, James C. Davis, on this April 15, 1918. When it appeared that Complainant has not prepared his case for trial and has taken no steps whatever to that end, it further appearing that neither Complainant nor either of his solicitors is present in Court; and it further appearing that this cause was continued at its last term of this Court on the statement that Complainant was in the Army, which statement it now appears was not correct, he not then then and not now being in the Army.

It is therefore ordered, adjudged and decreed by the Court that this cause be, and the same hereby is dismissed.

Complainant will pay all the costs of the cause for the collection of which execution will issue.

U. P. Vann } no. 513,
vs } In Chancery Court at Coltwah,
Gussie Hensel et al. } Tennessee.

Decree for Sale

This cause came on to be heard this 15th day of April 1918, before the Hon. F. H. Meyer, Chancellor, at the April term of the Chancery Court for James County;

upon the original bill, answer of Mrs Gussie Hensel, answer of minor defendants by their Guardian ad Litem. The judgment pro confesso heretofore taken & entered against the following defendants James & Vann Oney Howard husband & A. L. Howard, unknown widow & heirs of U. P. Vann & Cora Vann, pleadings, proof and exhibits thereto, and especially upon the report of the master, which report is in words and figures as follows:-

Report of Master in Reference

U. P. Vann } no. 513.
vs. } In Chancery Court at Coltwah, Tenn.
Gussie Hensel et al. }

The undersigned would respectfully report that in obedience to a decree made in this cause directing him to hear proof and report on the 10th day of October, 1917, and without further notice to any of the parties thereto, as to:

First-

Who are the owners of the premises sought to be sold and the respective rights, titles and interest of the parties therein, and what share or part belongs to such.

Second-

Whether or not the premises are so situated that partition thereof cannot be equitably made or whether they are such as it would be manifestly to the advantage of the parties that the same should be sold instead of partitioned.

Third-

Whether or not there are any incumbrances on said premises, and if so what and to whom belonging.

Fourth-

Whether or not there are any unpaid taxes.

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and if so how much.

He has considered the proof on file in the cause and reports as follows:

1st Mary A. Vann died May 28, 1900, and her husband, J. H. Vann died October 28, 1907, both intestate, leaving the following heirs at law as the owners of their estate hereinafter described:

James D. Vann who conveyed his interest in said estate to J. T. Vann by deed. (See exhibit to Mrs. Hensel's deposition)

Emma Sims who conveyed her interests in said estate to J. T. Vann and A. P. Vann by deed. (See ex. to Mrs. Hensel's dep.)

Oney Howard is the owner of $8/56$ ths of the undivided estate.

A. P. Vann is the owner of $12/56$ ths of the undivided estate.

Mrs. Sussie Hensel, as the widow of J. T. Vann, deceased, is entitled to dower in $20/56$ ths of the undivided estate, this being the interest owned by her husband, J. T. Vann, at the time of his death, and she asks that her dower be sold and the proceeds therefore be paid to her.

Henry C. Vann, Coke H. Vann, Oston O. Vann and Mary L. Vann are the children of J. T. Vann, deceased and Mrs. Sussie Hensel, formerly Mrs. Sussie Vann, and as the heirs of said J. T. Vann are each the owners of five-fifty-sixths of the undivided estate subject to the dower interest of their mother, Mrs. Sussie Hensel. Said children are minors of the ages of 14, 12, 8 and 4 years respectively, and they are in the care and custody of the Odd Fellows Home of Tennessee located at Clarksville, Tennessee.

Cora Vann, whose whereabouts is unknown, is the owner of eight-fifty-sixths of the undivided estate.

William Newton Vann, or his heirs, is the owner of eight-fifty-sixths of the undivided estate.

(Original Bill, Deps. of Complainant and Mrs. Sussie Hensel)

II

It would be manifestly to the advantage of the parties that the said land be ~~sold~~ partitioned instead of divided in kind. Said

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land is described as follows: being in the old 8th or new 4th Civil District of James County, Tennessee, 1st Tract. 80 acres more or less being the North half of the N. E. quarter of Section 25, Township 4, Range 2, west of the basis line in the Acree District; beginning at the N. E. corner of said quarter section, thence 160 rods west with the survey line to a corner, thence south 80 rods to a corner stone, thence east 160 rods to a stone corner on the range line, thence north 80 rods to the beginning corner. Being the land purchased by J. H. Vann from W. K. Stephens by deed dated September 26, 1879.

Second Tract. 4 acres more or less, it being a part of the S. W. corner of the N. E. quarter of section 25, township 4, range 2, west of the basis line - Acree District; beginning at the N. W. corner running south 40 rods, thence east 16 rods, thence north 40 rods, thence west 16 rods to the beginning. The road for wagons, etc. running in a northerly and southerly direction partly on the land herein conveyed, it is expressly agreed and understood between the grantor and the grantee that the said road is to remain as now located, same to remain as a right of way for both the grantor and grantees benefit, and the said right of way is hereby reserved by the grantor forever. Being land purchased by J. H. Vann and wife, Mary A. Vann jointly from R. H. Wilson and wife, M. S. Wilson by deed dated October 2, 1899.

(Deeds A. J. Vann, and deeds filed as exhibits thereto and Mrs. Gussie Hensel)

III.

There appears to be no liens on said land.

IV.

It appears that the taxes have not been paid for the years 1916 and 1917.

All of which is respectfully submitted this the 16th day of October, 1917.

J. S. Marshall, clerk & master.

C. K. J. O. Hatch.

Sol. for Complainant

C. K. Neighbors & Neighbors

Sols. for Defendant. Mrs. Hensel

C. K. Geo. C. Westerberg

Guardian Ad Litem for minor defendants -
and said report being unexcepted to, is, by

April Term 1918.
the Court in all things confirmed.

II.

And the Court being satisfied that the facts are as set out in said report, the respective rights and interests of the parties are adjudged and settled accordingly, the share of each party being as reported by the master.

III.

It is, therefore, ordered and decreed by the Court, that said tract of land be sold for partition, and that the master sell the same according to law to the highest and best bidder on the following terms: One-third cash in hand, and the balance on a credit of twelve and twenty-four months in equal installments, taking notes for the deferred payments with personal security, drawing interest from date, and retaining a lien on the land for further security.

Said land is described as follows: Being in the old 8th or New 4th Civil District of James County, Tennessee. 1st Tract. Eighty (80) acres, more or less, being the north half of the N.E. quarter of Section 25; Township 4, Range 2, west of the base line in the Decoe District; beginning at the N.E. corner of said quarter section, thence 160 rods west with the survey line to a corner, thence south 80 rods to a corner stone, thence East 160 rods to a stone corner on the range line, thence north 80 rods to the beginning corner. Being the land purchased by J. H. Vann from W. K. Stephens by deed dated September 26, 1879.

2nd Tract. Four (4) acres, more or less, it being a part of the S.W. corner of the N.E. quarter of Section 25; Township 4, Range 2, west of the base line Decoe District; beginning at the N.W. corner running south 40 rods, thence east 14 rods, thence north 40 rods, thence west 16 rods to the beginning. The road for wagons, etc., running in a northerly and southerly direction partly on the land herein conveyed, it is expressly and understood between the grantor and the grantees that the said road is to remain as now located, same to remain as a right of way for both the grantor and grantees benefit, and the said right of way is

April Term 1918.

hereby reserved by the grantor forever." Being land purchased by J. H. Vann and wife, Mary A. Vann jointly from R. W. Wilson and wife, M. S. Wilson, by deed dated October 2, 1899.

IV.

The master will report his action to the next term, until which time all further questions are reserved, especially questions relative to the disposition of the proceeds of the sale, and the discharge of the unpaid taxes reported as an encumbrance by the master.

C. K. J. C. Hatch - Sol. for Complainant

C. K. Neighbors & Neighbors - Sol. for defendant, Mrs. Susie Beard

C. K. Geo. E. Wooten - Guardian ad Litem for minor depts.

James Haven et al.

vs.

No. 466.

Samuel M. Cary et al } In Chancery Court at Cottewah Tenn.

This Cause came on to be heard on this the 15th day of April 1918. before the Hon. Isaac H. Meason Chancellor upon the whole record in the Cause and more especially the decree on the purchaser's notes entered at the last term of this Court and the report made in obedience thereto which report in words and figures following to wit:

James Haven et al.

vs.

In Chancery Court.

Samuel M. Cary et al }

In this Cause the undersigned respectfully reports that he, pursuant to an interlocutory decree pronounced herein at the October Term, 1917, after advertising and giving the notice required by said decree, proceeded, on Saturday, the 23rd day of March, 1918, in front of the Courthouse door in Cottewah Tennessee, to sell, at public auction, to the highest bidder, and in bar of the equity of redemption, the property mentioned and described in the pleadings and in said decree, when J. M. Wooten being the highest, best, and last bidder, became the purchaser. Said land is described as follows: 240 Acres, more or less, in the First, formerly 2nd ^{and} District of James County, Tennessee - Being the northwest quarter and the north half of the South west quarter of Section Fifteen, Fractional Township Three, north and range Three west of the base line in the above District, together with all appurtenances therunto, including a certain

April Term 1918.

strip for drainage purposes, at the price of \$800.⁰⁰, who complied with the terms of the sale by paying in hand \$800.⁰⁰ all of which is respectfully submitted this 23rd day of March 1918.

J. S. Marshall Clerk & Master -
And said report being unexcepted to, is by the Court, an Motion of Complainant in all things confirmed.

It is therefore ordered, adjudged and decreed by the Court that all the right, title and interest of the former purchaser, A. S. Johnson, and all parties to this suit, both Complainant and defendant in both law and equity, be divested out of them and each of them and be vested in the purchaser, J. M. Wosten and the Master will give to the said purchaser, a duly certified copy of this decree as a muniment of title and will make him a deed, properly acknowledged, conveying to him said tract of land, he the purchaser paying the legal fees therefor and an application of the purchaser a writ of possession ~~will issue~~ to put the purchaser in possession of the said tract of land.

Out of the proceeds of this sale, the cost of the resale of land will first be paid, and any taxes which have accumulated since the prior sale to said A. S. Johnson, and the balance will be applied on the decree theretofore rendered against the said purchaser A. S. Johnson and his surety, Mary C. Johnson and his surety.

And execution will issue against said A. S. Johnson and his surety Mary C. Johnson for any balance remaining unpaid on said decree with interest on same.

An application of W. L. Humphrey Solicitor for defendant for additional fee. It appearing that he is entitled to additional fee for services rendered since his former fee was allowed the Court allows him a fee of Twenty five dollars - additional to his former fee which will be paid out of the funds in Court before distribution.

The balance of the funds will be paid to the parties entitled thereto as heretofore decreed.

April Term 1918.

Bertha Lowe by next friend }
vs } No. 514.

Humbly M. Smith et al

James Equity-

This Cause came on this day in open Court to be heard before the Hon. F. H. Mercer, Chancellor on the motion and application of defendant, Smith, to set aside the pro Confesso theretofore entered against him, and it appearing that the answer offered for filing was unknown to, the Court ordered that the defendant be allowed ten days within which to prepare an answer and have same sworn to by the defendant, and affidavits desired, which answer and affidavits shall be submitted to the Court at Chambers for further order on application to set aside pro Confesso. Copy of answer and affidavits shall be furnished Solicitors for Complainant.

C.K. Srape

C.K. C. W. K. Meacham.

D. O. Fagala et al }
vs. }

Lillie Watkins et al }

In this Cause Complainant D. O. Fagala is allowed to withdraw the certified copy of the Will of Wm Sanders, deed, theretofore filed with the agreed statement of facts.

Received the copy of will mentioned above.
April 15, 1918.

J. E. Muffield. Sol. of Complainant.

J. M. Rains et al. }
vs. }

Amanda Fiddell et al }

In this Cause it appearing to the Court that the deeds are on record in the Register's office made exhibits in the pleading of this Cause. An motion of Complainant's Council, the Clerk and Master of this Court is authorized to deliver said deeds to J. F. Rains the purchaser of said land on the parties leaving a receipt with the Clerk and Master.

April Term 1918.

J. M. Rains et al
vs.
Amanda Trudell et al

Be it remembered that this cause came on before the Hon. Geo. W. Mercer on this the 15th day of April 1918. Upon the report of J. D. Marshall, Clerk in master made to the present term of this court, which report, is in the words and figures following to wit:

J. M. Rains et al } In Chancery Court
vs. }

Amanda Trudell et al } In this cause the undersigned respectfully reports that he pursuant to an interlocutory decree pronounced herein at the October Term, 1917, after advertising and giving notice as required by said decree proceeded on Saturday the 26th day of Jan. 1918, in front of the Court House door in Caltowah, to sell at public auction to the highest bidder, and in case of the equity of redemption the property mentioned and described in the pleading and in said decree when J. F. Rains being the highest, best and last bidder became the purchaser of the following real estate in James County, Tennessee, to wit:

1st Tract. 240 acres, more or less, bounded and described as follows: Beginning at the S.W. corner of the N.W. half of the S.E. quarter on a dead-top post oak; thence Southeast with the line of Caroline McCain to a black oak at the crook of the mill race, thence with the meanderings of the mill race to the fence; thence + with the straight part of the ditch running straight through to a pine bush at the fence; thence N.E. with the meandering of the fence to a walnut stake (at the S.E. corner of the S.W. half); thence east with the line of Caroline McCain 160 poles to a black oak tree, including N.E. half of the S.E. quarter of Section four, fractional Township three north Range three west of the basis line Ousee District. Also, 80 acres, beginning at a black oak tree at being the S.W. corner of the northeast half of the southeast quarter running thence East with the line 160 poles to the section line 80 poles to the northeast corner of said quarter including the northeast half of the northeast half of the southeast quarter of three fractional three north, range three west of the basis line, Ousee District running west with N.W. McCormick, 480 poles to John

April Term 1918,

Eldridge's line; thence with said line 80 poles to a dead-top post oak, the beginning corner.
 2nd Tract - 70 acres, more or less described as follows,
 beginning at the N.W. corner of S.W. half of the line of the S.E. quarter on a post oak stump, thence south with a marked line to a live-stone rock, the corner of the line known as Jane Ritchey's land; thence east with a marked line 48 rods to a live-stone rock; thence north parallel with the line to the branch at the Harrison road below Caroline McCaus's stable thence with big road to the bridge across John Eldridge's mill race; thence west the line of W.F. Rains to a post oak stump the beginning corner, including the south west part of the southwest half of the south east quarter of Section four. fractional Township three west of the Basis line Beaver District 3rd Tract. A certain strip of land described as follows beginning at Pine Knot corner at the center of Section three running west with the line that goes to Georgetown to a marked black oak tree near W.F. Rains line, including the land that W.F. Rains house is sitting on at the price of \$4095⁰⁰ who complied with the terms of sale by paying in hand \$1095⁰⁰ and for the remainder of the purchase money executed three notes each for one thousand dollars, due respectively twelve, twenty-four and thirty-six months after date and bearing interest from date with J.M. Rains and W.F. Rains security thereon and a lien retained on the premises as further security.

All of which is respectfully submitted this the 26th day of Jan. 1918

J. Marshall Crum

Said report being unexcepted to, it is agreed, by the court, that said report be, and the same is, hereby in all things confirmed; it appearing from said report that J. F. Rains was the purchaser of the land there in described at the sum of \$4095⁰⁰ and that seventy five per cent thereof was paid in cash, and that said purchaser, executed his notes with approved security payable to the clerk and master for the benefit of the parties interested, it is further decreed, that a specific lien be, and is hereby decreed upon said land to secure the payment of said notes, as additional security; it is further ordered, adjudged, and decreed, that all the right, title,

April Term 1918.

interest and claim that the parties complainant, and parties defendant, and each of them, in the foregoing cause, be divested out of them and each of them, and be vested, and is hereby vested in the said J. F. Rains and his heirs, and assigns in fee simple, forever; it is further decreed that the clerk and master of this court will here prove in his office at one o'clock P. M. to-day and report to this court at the present term the following items to wit. What would be a reasonable fee for Allen Hitzfeld as compensation for his services as guardian for the infant defendants, (2) What would be a reasonable fee for Traynor and Smith for their compensation for their services rendered the complainants as solicitors in this cause; it is further decreed the aforesaid fees of Allen Hitzfeld and Traynor, & Smith be paid to them respectively out of the general fund, and, that the fee of G. L. Fouts be paid out of the interest of his respective clients; however, the clerk and master will pay first all the cost of this cause, including any taxes that are assessed and unpaid against the land; upon application of the purchaser he will be allowed to pay into court his said notes, and the clerk and master will cancel said notes when paid; upon application J. M. Rains as the administrator of Frank Rains deceased, the administration of said estate is hereby transferred from the County Court of James County Tennessee to this court and the same will be wound up under the orders, and decrees of this court, and said administrator will make a report as such to this court at the next term; in said report he will file an inventory of the assets of said estate, and the claims or debts against said estate those, that are paid, and those unpaid; and it further appearing to the court that some of the heirs at law, and parties to this suit are threatening to bring suit against said estate for services rendered Frank Rains deceased, under a contract with deceased; it further appearing that said administrator was appointed

April Term 1918.

by the court of James County on the third day of January 1916. it appearing that no suit has been instituted against said administrator, and the statute of limitation of two years, and six months will expire on the 3rd day of July 1918.

And is further appearing to the court that there are bonafide debts against said estate up to the present time, outside of this cause and that there are claims against said estate outstanding to about \$600.00 which are contested. It is therefore ordered by the court that the sum of \$1200.00 be retained in court and the balance thereof will be paid out. (1) The Cost. (2) The fees of solicitors and guardian Ad Litem according as their interests may appear in this decree and supplemental decrees. However if the parties in interest will give a good and solvent bond. Conditioned as required by law in refunding money. Then said \$1200.00 may be distributed as aforesaid. As a part of said reference to the Master he will report the several interests of the parties to this suit and make the calculations as to the ----- as to the distribution. All other questions not reported upon heretofore are reserved for further orders in this cause.

J. M. Rains et al.
vs
Amanda Fiddle et al. } This cause came on for further orders upon the whole record and especially upon the Report of the Master to the present term as to the compensation of solicitors for complainants and the Guardian Ad Litem and solicitor for minor defendants. Said Report is in the following words and figures, to wit:

J. M. Rains et al.
vs
Amanda Fiddle et al. } \$0.504.
In Chancery Court at Oakes
Jameses.

Pursuant to an order at this term of this Court directing the master to hear proof at his office one o'clock P.M. today, and report to this court at the present term, the following items to wit:

What would be a reasonable fee for

Allen Hitzfeld, as compensation for his service as Guardian ad litem for the infant defendants?
 2nd What would be a reasonable fee for Traynor and Smith for their compensation for their services rendered complainants as solicitors in this case

I have examined the proof taken in the case and report as follows:

1st - Allen Hitzfeld, Guardian ad litem for minor defendants is entitled to a fee of thirty five dollars.

2nd Traynor & Smith, solicitors for complainants are entitled to a fee of Two Hundred dollars.

(Det. Jno. C. Ramsey & J. E. Mayfield)

J. B. Marshall, Clerk & Master, was allowed, by the Court, ten dollars as Receiver in this case.

Respectfully submitted this 15th day of April 1918,

J. B. Marshall & M.

And said Report being accepted to the same is in all things ratified and confirmed by the Court and the master is authorized and directed to pay to Traynor & Smith, Sol., for complainants and to Allen Hitzfeld, Guardian ad litem respectively the sums allowed to them out of the proceeds of the sale of the real estate, and the receipt of said parties will be a voucher for said payment.

Bert Howard

vs

Lizzie Howard et al

No. 529.

In Chancery Court for James County
 at Coltswood, Tenn.

Decree

This cause coming on this April 15, 1918, to be finally heard before the Hon. J. N. Mercer, Chancellor, etc., upon the original bill answered thereto proof and the whole record in the cause and especially on the report of the Commissioners appointed to make partition, which report is in the words and figures following:

Bert Howard

vs

Lizzie Howard et al

No. 529.

In obedience to an order of Court, appointing the undersigned as Commissioners to partition the

lands described in Complainant's bill. We, the said Commissioners, D. B. Stauffer, James McNelly, and J. W. Malone, respectfully report as follows:

I.

That we surveyed the lands and divided them from our said survey and from the proof in the cause

April Term 1914

and from all the information we could receive and upon our best judgment and in accordance with the instructions of the court, have divided them as follows considering the share given to each party, of equal value to the share given to the other party

2

To Bart Howard, we have set apart the lands described in plats 3 & 4, plat 3 being farming land, and plat four the ridge, or timber land. Description of the land set apart to Bart Howard, in the First District of James County, Tenn. as follows; - Being ninety-five acres, on the east side of the northeast quarter of section nineteen (19) all of the northwest quarter of section twenty (20) and few acres more or less out of the southeast corner of the southeast quarter of section seventeen (17) described as follows: Beginning at the south east corner N. 70 degrees W. eight hundred and ninety-six (896) feet thence N. 20 degrees W. five hundred (500) feet to the center of the well; thence south 70 degrees east eight hundred ninety-six (896) feet; thence south 20 degrees west five hundred feet to the beginning, also fifty nine and a half acres out of the southeast quarter of section seventeen (17) also ninety-three and a half acres out of the south part of the southwest quarter of section sixteen (16)

D. A. Stanfield, County Surgeon

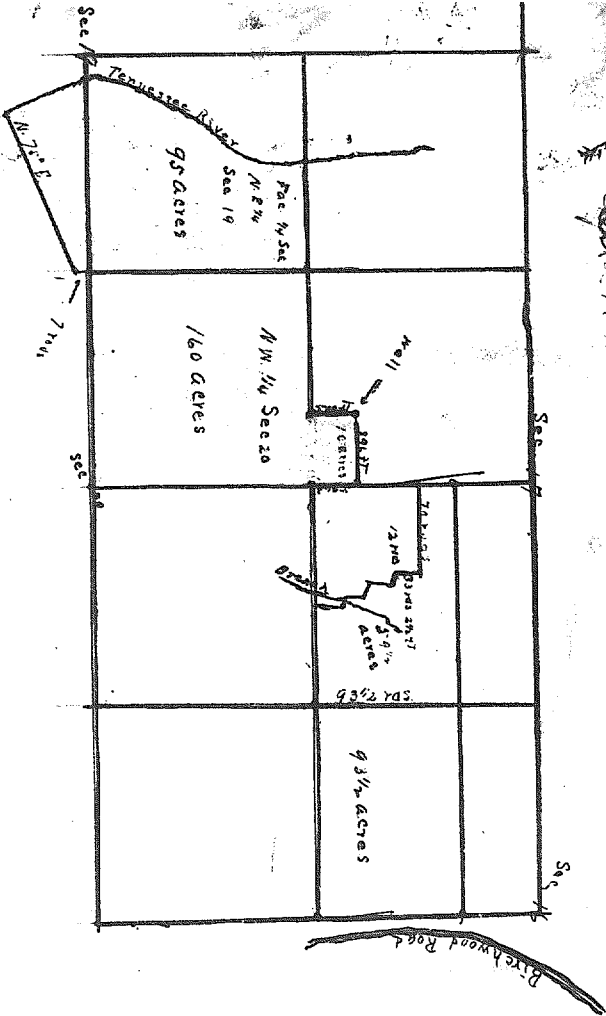
To Lizzie Howard, widow of A. G. Howard, deceased, and her minor children, Burrell Howard, Jewell Howard, Dedie Howard and Carl Howard, we set apart and allotted the lands described in plats 1 & 2, plat one being the farming land and plat two the ridge land - description of land set apart to Lizzie Howard & her children - situated in the First Civil District of James County, Tenn. and described as follows; - Being seventy acres situated on the east side of the southeast quarter of section eighteen (18) and extending to the Tennessee river; also forty (40) acres in the southeast corner of the northeast quarter of section eighteen (18); also all of the southwest

Plot No. 2

Plot of Bart Howard's Land, situated in the
First Civil District of James County, Tennessee, being a part of the
Surveyed by D.A. Standfield, County Surveyor

and Bart Howard estate.

Oct. 1917



The Continental Insurance Company

of New York

HENRY EVANS President

WESTERN DEPARTMENT

332 SOUTH LA SALLE STREET, CHICAGO, ILL.

ROX BROS & CO., Agents
Cleveland, Tenn.



JULY 15th 1912

Capital \$2,000,000

TOTAL GROSS ASSETS \$25,375,000

Reserves

For Guaranty \$2,940,402

For Losses and

All Claims 848,929

For Contingencies 250,000

TOTAL LIABILITIES \$10,039,331

POLICYHOLDERS SURPLUS \$15,335,669

P. O. DRAWER 771

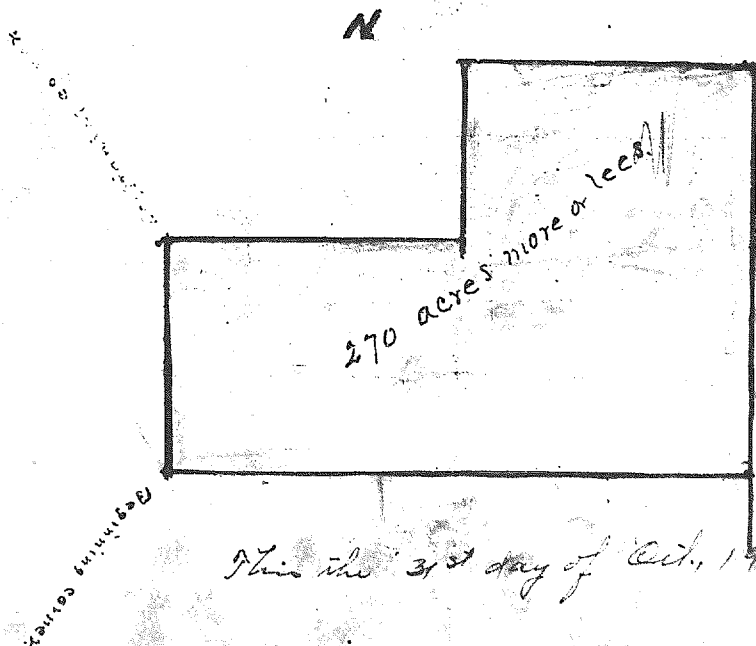
*Rec'd
J. F.
Paul Hawkins
found*

W

Description and plat of Bart Howard ~~land~~ being the north
half of the five hundred and forty acres ridge land owned by Bert
and A.G. Howard, deceased, and described as follows:

Beginning on a rock corner in the road on the northwest cor-
ner of Lizzie Howard's land running south 70 degrees east, 520 rods;
thence north 20 degrees east to the southeast corner of James McNeely's
land; thence north 20 degrees west with James McNeely's land to said
McNeely's southwest corner; thence south 20 degrees west with McCurry's land
to said McCurry's southeast corner; thence north 70 degrees west with said Mc-
Curry's line to the southwest corner of the same; thence south 20 de-
grees west Norman and Brook's line to the beginning corner containing
two hundred and seventy acres more or less, and bounded as follows:
On the north by McCurry and McNeely, on the east by Sims, on the south
by Lizzie Howard, and on the west by Norman and Brooks.

(2)





of New York

HENRY EVANS President

WESTERN DEPARTMENT

332 SOUTH LA SALLE STREET, CHICAGO, ILL.

FOX BROS. & CO., Agents,
Cleveland, Tenn.

P. O. DRAWER 771

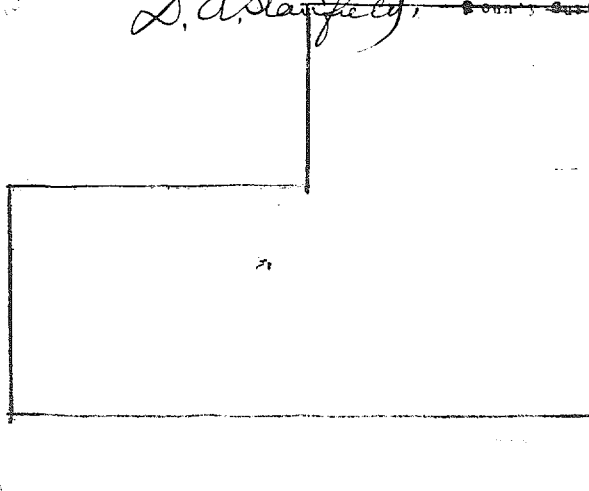
1912	
CAPITAL \$2,000,000	
TOTAL GROSS ASSETS \$25,225,025	
RESERVES	
FOR UNPAID PREMIUMS	\$2,040,402
FOR UNPAID POLICIES	840,910
FOR ALL CLAIMS	222,000
FOR CONTINGENCIES	222,000
TOTAL LIABILITIES	\$10,325,311
POLICYHOLDERS SURPLUS	\$14,900,714

set apart to

Description of the land owned by Bart Howard in the First District of James County, Tenn. is as follows:

Being ninety-five acres on the east side of the northeast quarter of section nineteen (19); all of the northwest quarter of section twenty (20) and ten acres more or less out of the southeast corner of the southeast quarter of section seventeen (17), described as follows: Beginning at the southeast corner N. 70 degrees W., eight hundred and ninety-six feet (896ft); thence N. 20 degrees W., five hundred feet (500) to the center of the well; thence south 70 degrees east eight hundred and ninety-six feet (896); thence south 20 degrees west, five hundred feet to the beginning. Also fifty nine and a half acres out of the southeast quarter of section seventeen (17); also ninety-three and a half acres out of the south part of the southwest quarter of section sixteen (16), containing.

J. A. Starfield, County Surveyor.



Handwritten notes on the left margin:
77
S. A. Starfield
July 25, 1912
James County, Tenn.

April Term 1918.

quarter of section seventeen except ten acres off the southeast corner of said quarter section as shown on plat; also the south part of the northeast quarter of section seventeen and the south part of the northwest quarter of section sixteen (16) being twenty seven rods wide and three hundred and twenty rods long

D. A. Stanfield, County Surveyor

N. B. also the north part of the southeast quarter of section 17, and the south quarter of sec. 16, being sixty six and a half rods wide and three hundred and twenty rods long -

D. A. Stanfield

It is therefore adjudged and decreed by the Court that all the right, title and interest of each of the defendants to wit; Lizzie Howard, widow of A. G. Howard, deceased, and the minor defendants Burrell Howard, Jewell Howard and Odia Howard and Carl Howard in and to the lands described in plots 3 & 4 be divested out of them and each of them, and be vested in Bart Howard to whom the Commissioners have allotted it in their foregoing report; and that all the right, title and interest of Bart Howard in and to the lands described in plots 1 & 2, be divested out of the said Bart Howard and be vested in the minor defendants, Burrell Howard, Jewell Howard, Odia Howard and Carl Howard, subject to the dower and homestead of the widow of A. G. Howard, deceased, Mrs Lizzie Howard. The master will on demand of any of said parties, and the payment of the legal fee, execute acknowledge for registration, and deliver to such party, a deed conveying to such party in severality the particular share of land allotted to him or them in said report or a duly certified copy of this decree as his muniment of title.

It is further ordered by the Court that George E. Westburg, Guardian ad litem, be paid a fee of \$50⁰⁰ The said fee and the costs of the cause will be paid, one half by complainant, Bart Howard and the other half by the defendants, for which execution will issue on Geo E. Westburg, Guardian ad litem - J. H. Mercer Clerk or T. E. Hatch Del for Plaintiff.

April Term 1918.

James Coubs }
vs. } No 534
Debell Coubs } In the Chancery Court at Cottawah for
James County, Tennessee,
Pro Confesso

In this cause it duly appearing that this is the last day of the present term of this Court and that Court is about to adjourn and it further appearing that the defendant has been regularly served with process more than five days before Court requiring her to appear and make defense to the bill filed against her in this cause and that she has failed to appear and make defense within the time required by law but is in default, it is therefore ordered, adjudged and decreed by the Court that a pro confesso be taken as to said defendant and that this cause be set for hearing ex parte.

This cause coming on for further hearing on this the 15 day of April 1918 before the Hon. F. N. Mercer Chancellor, etc. upon the bill of complainant a pro confesso heretofore entered, and the testimony of witnesses in open Court from all of which the Court is of the opinion that the complainant is entitled to the relief sought and that complainant has sustained the charge of wilful and malicious desertion of the defendant for more than two whole years before the filing of this bill.

It is therefore ordered, adjudged and decreed by the Court that the bonds of matrimony now subsisting between complainant and defendant be forever and perpetually dissolved and that complainant be restored to all the rights and privileges of an unmarried man and that complainant and his sureties pay the costs of this cause for which execution may issue.

Nannie Mae Haven }
vs. } No. 510.
C. C. Haven } This cause came on to be further heard
before the Honorable F. N. Mercer,
Chancellor, upon the entire record of the cause, including the application duly made to open the bidding; and it appearing to the satisfaction of the Court that complainant duly filed with her application to open the bidding a bid of \$5666.65, being a raise of (10%) ten per cent over the original bid at the

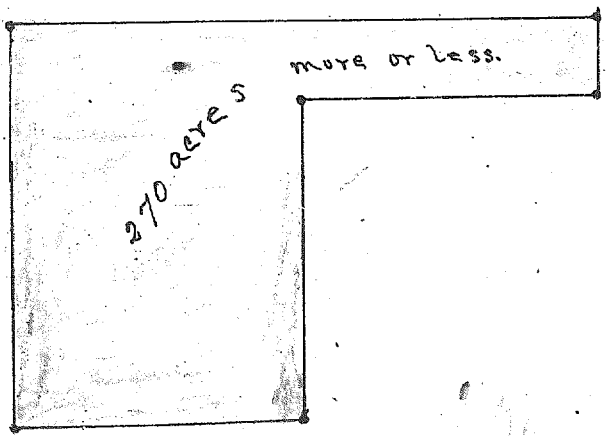
land as per enclosure
Description and plat of Lizzie Howard ~~land~~ being the south half of the
five hundred and forty ridge land owned by Bart and A.C. Howard deceased
and described as follows:

Beginning on a rock corner in the road running south 20 degrees
west, 180 rods to a corner on the south side of hill; thence south 70
degrees east, 180 rods; thence north 20 degrees east, 180 rods; thence
south 70 degrees east 180 rods; thence north 20 degrees east 45 rods;
thence north 70 degrees west, 70 rods to the beginning corner, con-
taining two hundred seventy acres more or less.

(4)

N.

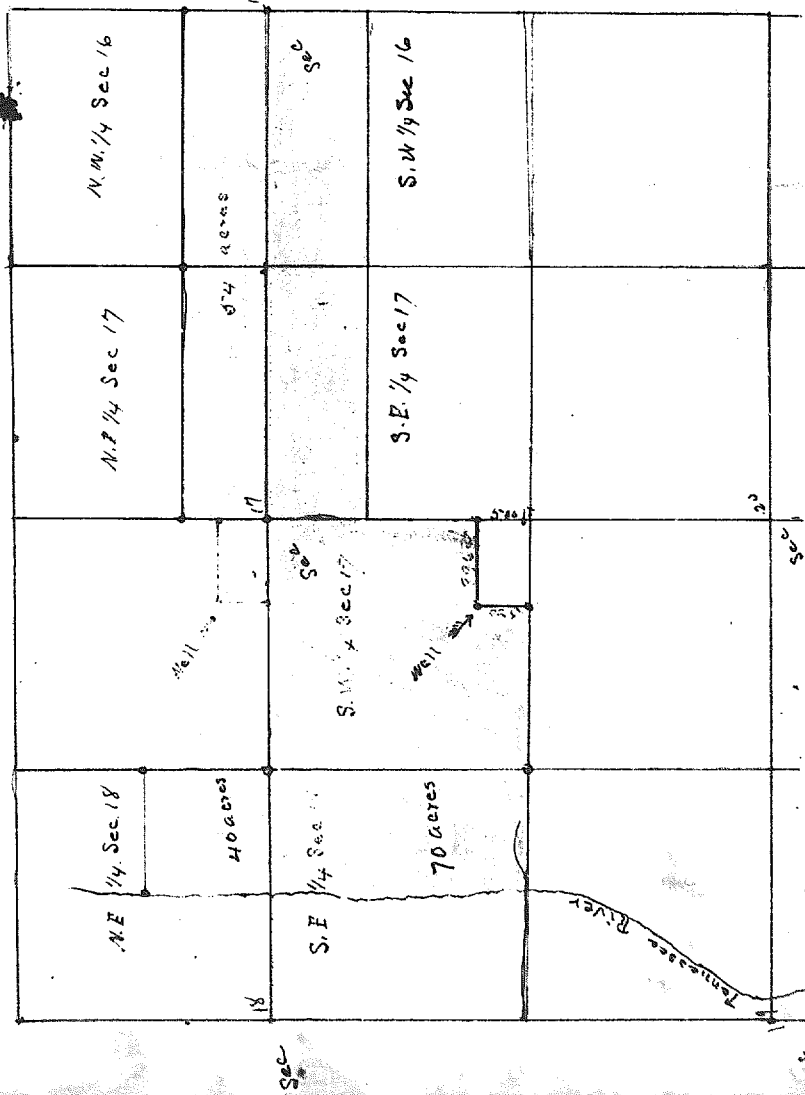
beginning



This the 31st day of Oct. 1917.

James County, Tenn., drawn by D.A. Stanger,
County Surveyor,
Oct. 1917. Plot No. 1.

Riverwood Road





of New York

HENRY EVANS President

WESTERN DEPARTMENT

352 SOUTH LA SALLE STREET, CHICAGO, ILL.

FOX BROS. & CO., Agents,
Cleveland, Tenn.

P. O. DRAWER 771

JULY 1st, 1912	
CAPITAL \$2,000,000	
TOTAL GROSS ASSETS \$ 20,200,000	
RESERVES	
FOR UNPAID	\$0,000,000
FOR UNPAID	\$0,000,000
FOR LOSS AND	\$40,000
FOR OTHER	\$50,000
FOR CONTINGENCIES	\$50,000
TOTAL LIABILITIES	\$ 10,000,000
POLICYHOLDERS SURPLUS	\$ 10,200,000

land set apart to

Description of *Lizzie Howard* ^{*and children*} situated in the First Civil District of James County, Tenn., and described as follows:

Being seventy acres situated on the east side of the south east quarter of section eighteen (18), and extending to the ~~river~~ Tennessee river; also forty (40) acres in the southeast corner of the northeast quarter of section eighteen (18); also all of the southwest quarter of section seventeen except ten acres off the southeast corner of said quarter section as shown on plat; also the south part of the northeast quarter of section seventeen and also the south part of the northwest quarter of section sixteen (16), being twenty-seven rods wide and threehundred and twenty rods long

D. A. Stanfield, County Surveyor.

N.B. also the north parts of the southeast quarter of section 17, and the south quarter of sec. 16, being sixty-six and a half rods wide and three hundred and twenty rods long.

D. A. Stanfield

*Exhibit 2
Filed June 25, 1917
D. A. Stanfield*

April Term 1918.

sale on April 13, 1918, which said raises appears to the satisfaction of the Court to be manifestly to the advantage of the parties in interest the Court is pleased to and does allow said biddings to be opened and directs that said biddings stand open until Three (3) O'clock P.M. on this April 15, 1918, at which time the Clerk & Master is hereby ordered and directed to sell said real estate involved in the cause and described in said decree ordering said sale, to which reference is here made, at public sale at his desk in the Court house at Cottewah, Tennessee, beginning said sale with the highest raised bid at said time and he will sell said land to the highest and best bidder according to the terms of said decree ordering said sale, and it further appearing to the Court, that in compliance with said order of Court opening said biddings, the Master did open said biddings and sell said land in accordance with the decree of the Court and sold said land to complainant, Nannie Mae Haven for the sum of Six Thousand (\$6000.00) she being the highest and best bidder as shown by said Master's report, which is in the following words and figures to-wit:

Report of Sale.

Nannie Mae Haven }
 vs } No. 510.
 E. C. Haven } In Chancery Court.

In this cause the undersigned respectfully reports that he pursuant to an order pronounced herein at the April Term, 1918, proceeded at 3 O'clock P.M. the 15th day of April 1918, at his desk in the Court-house in Cottewah Tenn. - to re-sell at public auction, to the highest bidder, and in box of the equity of redemption, the property mentioned and described in the pleadings and in said decree, when Nannie Mae Haven being the highest, best, and last bidder became the purchaser at the price of \$6000⁰⁰, who complied with the terms of the sale by executing two notes, each for \$3000⁰⁰, due respectively twelve and twenty four months after date, and bearing interest from date, with N. C. Haven J. A. Hall and Dr. J. M. Webb security thereon, and a lien retained on the premises as further security.

All of which is respectfully submitted this 15th day of April 1918.

J. S. Marshall
 Clerk & Master

April Term, 1918.

Which report being unexcepted to is by the Court in all things ratified and confirmed.

It is further ordered, adjudged and decreed by the Court that all the right, title, estate, claim and interest of said parties to this suit and especially defendant, C. C. Haven, in and to the hereinafter described real estate, be and the same is, hereby divested out of them and vested absolutely and in fee simple in said purchaser, Complainant, Fannie Mae Haven her heirs and assigns forever, subject alone to the lien herein retained upon said real estate for the unpaid purchase money notes. Said real estate is described as follows, to-wit:

Four hundred acres of land, more or less, and bounded on the north by the lands of Mrs. Jane Mahan (or formerly belonging to her) and Geo. Montgomery; on the East by the lands formerly owned by Jesse A. Green et al; on the South by Mrs. Johnson lands; and on the west by the lands of Hill Osborne et al; it being the land of which Alexander Mahan died seized and possessed and being all the lands he owned; and said lands embrace and for the most part lie in the North-east and South-east quarters of Section Eight, Township Three, range two, west of the Paris Line Decease District (excepting one-half acre including the grave of said Alexander Mahan, deceased, as a family grave yard or burial ground. And the same being the land purchased by C. C. Haven at a C. C. sale on Sept. 3, 1887, in the case of Nancy Haven et al vs G. P. Denton and wife et al their pending in the Chancery Court of James County, Tennessee, to which record reference is here made and a duly certified copy of which decree confirming said sale to said C. C. Haven is of record in Deed Book No. 12, pages 7, 8 and 9 in the Register's Office of James County, Tennessee, to which record reference is here made.

Also the West half of the North-west quarter and the West half of the South-west quarter of Section Nine, Township 3, range 2, west of the Paris Line Decease District.

All of the above said land lying and being in the 2nd formerly 5th) Civil District of James County, Tennessee, said last described parcel of real estate, being the same as that purchased by said C. C. Haven, April 14, 1906, from the Cleveland Lumber & Manufacturing Co., and the deed to which is duly of record in Deed Book No. 12, pages 9 & ten in said Register's Office to which reference is here made.

Upon the payment or satisfaction of said purchase money notes of said purchaser, executed as stated in said

April Term, 1918.

Report by said Nannie Mae Haven for said land in accordance with this decree, on demand of said purchaser or her representative - and payment of the required fee therefor, the Clerk and Master will execute an order to said purchaser, a duly Certified Copy of this decree as a muniment of title to said land.

But it appearing to the Court from the former decree and record in this cause, that complainant, Nannie Mae Haven, was decreed Two Thirds ($\frac{2}{3}$) of said land, upon application of her solicitor of record, it is ordered by the Court that the Clerk and Master duly enter as a credit upon said purchaser's notes the sum of Four Thousand Dollars (\$4000.00) the same being two-thirds of the purchase price of said lands, but said credit only to be allowed after said Nannie Mae Haven shall have paid that part of the cost which is herein after adjudged against her. Upon the payment of said cost aforesaid, the Clerk and Master will cancel the \$3000.00 note first due and credit the next or other note with \$1000.00 as above herein ordered.

And by consent of parties in open Court said purchaser may pay into Court for the benefit of defendant C. C. Haven, the balance of the unpaid purchase money note without waiting until the same shall become due, if she so desires.

It is further adjudged and decreed by the Court that Complainant, Nannie Mae Haven, have all the following personal property which is now in her possession, namely;

Three bedsteads, four feather beds, one sewing machine, one old stove, one old table, five old chairs, one old dresser, Twelve old quilts - if that many - One mowing machine, nineteen chickens and eight stand of bees now upon said lands and in the possession of said Complainant.

It is further ordered, adjudged and decreed by the Court that defendant C. C. Haven, pay all unadjudged costs of this cause, except one-half of the Receiver's compensation (\$50.00) and one-half of the costs incident to the sale of said real estate.

The Clerk and Master will pay all taxes upon said land unpaid or assessed, out of the funds that come to his hands, or with funds now in his hands, and charge the same to defendant, C. C. Haven, or deduct same from his part of said purchase money, and the balance or remainder of the \$2000.00 of the purchase price for said land, after the payment of the costs and charges taxed against said C. C. Haven, will be paid over by the Clerk & Master to said C. C. Haven or to his solicitor of record.

Wm. C. Ramsey, Sol. for Complainant. Geo. H. Moran, Chancellor
 J. H. Mayfield & Mayfield Sol. for C. C. Haven.

April Term, 1918.

L. N. B. Smedley }
 vs } No. 517.
 Buck Hixon } In Chancery at Ooltowah Tennessee

This cause came on to be heard, on the 15th day of April 1918, upon the original bill, answer thereto, proof in the cause and briefs of Counsel.

After consideration the Court is of opinion that the Complainant has failed to prove that he is the owner of the real estate described in the bill and of the timber thereon, or to prove that he is in the actual possession of same; it is therefore adjudged and decreed by the Court that Complainant's bill be and the same is dismissed, and that Defendant recover of Complainant and G.P. Cook surety on cash bond all the costs this cause for which execution will issue.

To which action of the Court, the dismissing said bill & taxing the Complainant with the costs, the Complainant excepts and brings an appeal to the next term of the Court of Civil Appeals to be held at Knoxville Tennessee, which appeal is granted upon Complainant executing bond as required by law, and Complainant being a non resident of James County, Tennessee, is allowed thirty days from above trial date to perfect said appeal.

Forest H. Mearns,
 Chancellor.

504
 J. M. Rains et al. } No. 504.
 vs }
 Amanda Fiddle et al. } In Chancery at Ooltowah Tenn.

In this cause it appears that J. F. Rains, the purchaser of the land sold in this cause has inadvertently been permitted to pay into Court all the purchase money for said land, altho it was sold on a credit of one, two & three years, and that said purchase money, amounting to \$4095⁰⁰ is now in the hands of the Clerk & master & that the notes of said purchaser have been cancelled.

It is therefore ordered & decreed that the Clerk and Master, out of said funds now in his hands, will pay the accrued costs of this cause, and also the allowance of two hundred (\$200⁰⁰) dollars heretofore allowed Grayson & Smith for their services as Solicitors in this cause and thirty-five (\$35⁰⁰) dollars heretofore allowed Allen Hitzfeld, Guardian ad litem, the Complainant.

It further appears the complainant, J. M. Rains,

April, Term, 1918.

is the Administrator of W.F. Rains, deceased, appointed by the County Court of James County, Tenn., and that he has made no final settlement of the said estate in said County Court, & that it is necessary and proper that the amounts of the personalty of said estate & the amounts of bona fide indebtedness of said estate be ascertained before the proceeds arising from the sale of said real estate are distributed among those entitled, it is therefore ordered & decreed on motion of solicitor of said J.M. Rains Administrator, that the administration of said estate be and the same is hereby transferred from said County Court to this Court, and that the administration of said estate be finally settled & wound up in this Court & under the orders & decrees of this Court, and to this end the Clerk of the County Court will certify to this Court a full & complete copy of all the proceedings of every character had in said County Court in the administration of said estate. And it further appearing to the Court that this is a proper case for reference to the Clerk & Master, it is therefore ordered & decreed that the Clerk and Master proceed at his office in the Court house in Oldtown Tenn. as soon after the expiration of two years & six months from the date of the appointment said administrator to open & state and account with said administrator, and make a full & complete report on the following items of inquiry, to wit:

- 1st - What personal property belonging to the estate of W.F. Rains come or ought to have come into the hands of said J.M. Rains as administrator of said estate?
- 2nd - What in dollars & cents has the administrator realized from said personalty, or what ought he to have realized from said personalty?
- 3rd - What disposition has the administrator made of said personalty or its proceeds?
- 4th - What bona fide debts were due & owing by said estate, to whom and amounts of each?
- 5th - Has the administrator paid any of said bona fide debts, if so, to whom & amounts of each?
- 6th - Are any of said bona fide debts due & unpaid, if so, to whom and character & amounts of each?
- 7th - What balance, if any, of said personalty, or its proceeds, remain in the hands of the administrator?

It appears from a report heretofore made in this Court that the parties to this suit, heirs of W.F. Rains, deceased, are respectively entitled to interest in the funds arising from the sale of the real estate

April, Term, 1918.

After paying costs, fees and unpaid debts as follows, to wit:

J. M. Rains,	a one-fourteenth interest,	
W. F. Rains,	"	"
Sarah Rains,	"	"
Kitty Rains,	"	"
J. F. Rains,	"	"
Nannie Rains,	"	"
Rebecca Holman,	"	"
Hattie Rains,	"	"
Laura Belle Davis,	"	"
Molly Bettis,	"	"
G. W. (Cal) Rains,	"	"
Ansanda Fiddle,	"	"
Eliza Davis,	"	"
May Roark,	a one-seventieth interest	
Grace Roark,	"	"
Bessie Roark,	"	"
Pearl Roark,	"	"
Palford Roark,	"	"

It further appears from statement of counsel that twelve hundred (\$1200⁰⁰) dollars will be more than amply sufficient to pay all debts owing by said estate after the exhaustion the personally, it is therefore ordered and decreed by the Court that the Clerk & Master retain in hands twelve hundred (\$1200⁰⁰) dollars of the funds now in hands until further orders of the Court; and it is further ordered & decreed by the Court that the Clerk and Master deposit said twelve hundred (\$1200⁰⁰) dollars in some good solvent bank at 4% interest per annum for the next six months.

It is further ordered & decreed that the Clerk & Master after paying the accrued costs of the cause, the above said attorney fees and retaining said twelve hundred dollars, proceed to distribute and pay out the balance of said funds in his hands to the parties in interest and entitled as herein before set out and decreed, paying the interest of the minors to their regular guardian.

The question of fee of Mr. Fouch, solicitor for some of the defendants is reserved.

The decree heretofore entered of record in this cause on pages 237 to 240 of this Minute book, the same having been entered without being submitted to the Court is hereby modified so as to conform to this order, and such parts of said recorded decree as is inconsistent with this decree and order

April, Term, 1918;
is hereby resumed and will be for nothing held.
All other questions are reserved until the coming in of aforesaid report.

Paul H. Mercer,

Chancellor

Thompson Court adjourned to the next regular Term

Paul H. Mercer

Chancellor

Chambers Decree April 25, 1918.

#514
 Bertha Lowe et al. } No. 514.
 vs }
 Hendley M. Smith et al. } In Chancery at Ooltwah, Tenn.

At the last term of this Court at Ooltwah, Tenn. the defendant, Hendley M. Smith, moved the Court to set aside a pro confesso order heretofore entered against him by the Clerk & Master in this cause at the February rules; and at same time made application to be allowed ten days in which to prepare affidavits and an answer for a more formal application to set aside said pro confesso.

For reasons appearing sufficient to the Court, the Court was pleased to allow the ten days in which to prepare affidavits answer re.

Within said ten days said motion to set aside said pro confesso order came on again to be heard upon the affidavits of defendant Smith and of his solicitor, W. W. Draper, showing excuse for failure to answer and sworn answer of said defendant, showing merits and written argument of complainant in opposition to said motion, when the Court is pleased to sustain said motion and it is, therefore, decreed that said pro confesso order heretofore entered against said Hendley M. Smith be set aside and said Smith is hereby allowed to file said answer; and it is further decreed that said Hendley M. Smith pay all the costs of this cause, for which execution will issue.

The defendant Smith also presented a demurrer to complainant's bill, but the Court declines to allow said demurrer filed, because a pro confesso order can only be set aside on full and sworn answer which exclude a demurrer.

The Clerk and Master will file the answer of defendant, which answer is herewith enclosed.

This April 25, 1918

Foss H. Merren,
 Chancellor,

Compromised and approved Aug. 28, 1918
 Foss H. Merren
 Chancellor

Chambers Decree

Jesse Burgess et al } No. 5161
 vs } In Chancery at
 Frank Lee et al } Ottawah

This cause came on to be heard at Chambers in No. 5161 Term upon motion of defendant for further time to take proof in the said cause, said motion being supported by the affidavit of L. A. Carter, Alvin Carter and Allen Hotzfeld.

It appears the complainant has had due and timely notice of the time and place of the hearing of said motion and filed a brief in opposition thereto. After consideration the Court is pleased to sustain said motion and the defendant is given until July 1st, 1918, to take the depositions of Mr. Allen and such other proof as he may see proper, and the complainant is given until Aug. 1st to take such proof in rebuttal as he may desire.

And the order made at the last term of this Court at Ottawah is modified so as to conform to this order.

Foss H. Mercer,

Chancellor

Computed & approved Aug. 28, 1918

Foss H. Mercer
 Chancellor

October Term 1918.

Caption of the minutes of the term -
State of Tennessee:

Be it remembered that at a regular term of the Chancery Court, for James County, begun & held at the Court house in Cottonwood on the third Monday in October 1918 - present and presiding Hon. J. L. Stewart Chancellor of the Twelfth Chancery Division, the following proceedings were had:

J. M. Rains et al. } No. 504.
vs. } In Chancery Court of James County
Amanda Fiddle et al }

The order of reference entered at a former term of this Court is hereby revived.

Complainants' counsel may reopen the depositions of the following parties, to-wit:

Colonel Rains, Mrs. Laura B. Davis and J. C. Beth's, giving five days notice.

OK M... Enter above order

Stewart,
Chancellor

Emmett Scott et al }
vs }
John A. Hall et al }
This cause came on to be heard before Hon. J. L. Stewart, Chancellor, on the motion of defendants for a continuance,

It is ordered and decreed that said cause be continued with a rule on both Complainants and defendants to be ready for trial at the next term of this Court -

W A Snow }
vs. } In Chancery
Annie Snow } No.

In this cause it appearing to the Court that after filing an answer and cross-bill to the original bill in this cause, the defendant has withdrawn said and now fails to appear and make defense to said bill within the time required by law. It is therefore ordered, adjudged and decreed that the said cause be taken as confessed as to defendant Annie Snow and the cause set for hearing et parte.

October Term 1918-

W. A. Snow

vs.

Annie Snow

This cause came on to be heard before the Hon. S. L. Stewart, Chancellor on this the 21st day of October upon the record in the cause, the original bill of Complainant the decree pro confesso, heretofore entered, and the testimony of Complainant, W. A. Snow and of Chas. Chittnut and Chas. Genamou examined in open Court. And it appearing to the Court that defendant Annie Snow has been guilty of adultery and that Complainant has not condoned said offence or cohabited with defendant since he learned of said offence. It is therefore ordered, adjudged and decreed that the marriage bond uniting said Complainant and defendant be and is now forever dissolved, and Complainant is restored to all the rights and privileges of an unmarried person. Let judgment enter against the defendant and over against the Complainant and his security for the costs of this cause.

Jesse Burgess et al } no. 516.
vs } In Chancery
Kirk Lee et al }

Comer the defendant and shows to the Court that Complainant Jesse Burgess although a resident of Hamilton County, is employed in another county and that it has been impossible for an officer to serve notice of defendant to take depositions upon said plaintiffs - Wherefore defendant moves that an order be granted allowing complainant sixty days in which to take proof in this cause and providing that entry of the notice containing the time and place of the taking of said depositions, twenty days prior thereto and service of a copy of said notice upon Complainant's solicitor shall be legal notice for the taking of said proof.

Allen Fitzjell Sol.
for defendant

October Term 1918-

Jesse Burgess } No. 516.
 vs } In Chancery, James County
 Kirk Lee }

This cause came on to be heard this 21st day of October before Hon. J. L. Stewart, Chancellor, upon motion of defendants to extend the time for taking proof and for the Court to fix the character of notice to be given complainant of the taking of defendants depositions. Upon consideration of statement of counsel for defendant, it is ordered and decreed that defendant be allowed sixty days from this date to complete taking evidence in chief in this cause. It is further ordered that twenty days notice of the taking of any depositions, specifying the names of the witnesses and time and place of taking said depositions, filed with the Clerk and Master and to be entered on the rule docket and served upon W. A. Schoolfield, Counsel for complainant, shall be sufficient legal notice to complainant for taking of said proof.

William True et al

vs. } No. 509 In the
 John S. Marshall, Administrator etc } Chancery Court at
 Coltwah, Tennessee

This case came on for hearing before the Honorable J. L. Stewart, Chancellor, etc., holding the Chancery Court for James County, at the Oct. term 1918 of said Court, upon the bill and the answer thereto.

After hearing and considering the pleadings in said cause, and the argument of solicitors representing the respective parties, the solicitor for complainant asked time in which to file a brief in support of his contention. It now appearing that the complainants do not desire to prosecute their contention further and it further appearing that all matters have been compromised and agreed upon, upon the condition that defendant, pay the costs of the cause, including a reasonable fee to his solicitor of record, out of the funds in his hands as administrator with the will annexed of the estate of A. M. Holiger, deceased, the following agreed decree is made and entered, the permission of the Chancellor having been first had and obtained:

October, Term, 1918,

It appears from the pleadings in said cause and the law pertaining thereto, that said A. M. Holiger, died testate in James County, Tennessee, in 1904, leaving a will wherein Dr. R. B. Wilson was named as executor; that this executor died before qualifying and that the defendant, J. D. Marshall, was duly and regularly appointed administrator with the will annexed of said estate, he having executed proper bond, taken the proper oath, etc., as required by law; that he has entered upon his duties as such administrator; that he has performed his duties faithfully, efficiently and satisfactorily; that he has in his hands a balance of \$637.34, according to proper report made to the Clerk of the County Court of said county, at the time of the making of the said report; that this fund is held to be applied to the school fund of the Ninth District of James County, Tennessee, as it existed at the time said will was executed; that the defendant has properly applied and is properly applying this fund to the end and purpose stated; that under said will a valid charity was created of which the defendant is the trustee; that the complainants were not and are not invested with any right to interfere with said trust fund and that the defendant is the proper person to administer said fund under the terms of said will, there being no uncertainty as to who constitutes the beneficiaries under the bequest.

It is therefore ordered, adjudged and decreed by the Court that the defendant's appointment as administrator with will annexed of the estate of A. M. Holiger, deceased, his qualifying thereunder, be and the same hereby is ratified and confirmed; that he is the proper person to administer said fund to the charity indicated and his actions in handling said fund are hereby ratified and approved; that complainants have no right to interfere with said trust fund and it is so ordered.

The defendant will make his reports and settlements with the Clerk of the County Court of James County, Tennessee, as heretofore and as the law provides. It is further ordered and

October Term 1918.

decreed that the costs of the cause, including a fee of \$25- to the solicitor for the defendant, be paid out of the funds and for so doing this shall be his authority. He shall be allowed proper credit on making report and settlement for the amount thus paid out.

To the Clerk and Master at Coltwah;
Enter the foregoing decree.

J. L. Stewart
Chancellor.

A. K. Allen Hilgfeld, Solicitor for Complainants
A. K. W. C. Wilkerson, Solicitor for defendant.

F. R. Smith et al } no. 506.
vs }
Ray Smith et al } In Chancery.

In this cause it is ordered by the Court that Complainants purpose, this case for trial by the first day of the next term of this court or this cause will be dismissed.

James Havens et al } no. 466.
vs }
Samuel McGraw et al } In Chancery.

In this cause it appearing to the Court that there is the sum of \$39¹² due Robert Haven a minor of the age of 19 years and that Charles Haven is his father and that would be to the best interest of said minor that said sum be paid to him and to his said father for the use and benefit of said minor. It is ordered by the Court that the Master pay said sum to said minor and his father on their execution of a joint receipt for the same.

And the suggestion of the death of Callie Ford having been made, she being one of the parties in interest in this cause.

And the filing of Satisfactory proof of the death of said Callie Ford. The Master will hear proof and report to the next term of this Court, who are the heirs at law of said Callie Ford, and the share that each takes under the law, in the said funds of Callie Ford. As if said Callie Ford left a will, to whom did she bequeath her property. C. M. Enter this order.

J. L. Stewart, Chancellor.

October Term, 1918.

A. P. Vann

vs

Lucie Hensel et al

No 513

In Chancery Court at Baltimore.

The minor defendants by their guardian ad litem Geo. E. Westerberg this day presented their petition praying that the sale of land reported by the Master to have been made to Allen Hitzfeld for the sum of One Hundred (\$100) Dollars be set aside and that the biddings on said land be reopened. And it duly appearing from said petition that W. C. Long has filed a written offer to bid Two Hundred and fifty (\$250⁰⁰) Dollars for said tract of land, that he has tendered good and sufficient security for his said bid and the said Allen Hitzfeld being present in court when said petition was heard.

On consideration of the premises, it is ordered, by the court that the said sale to Allen Hitzfeld be set aside and that the biddings on said tract of land be reopened and kept open by the Master at his office until one o'clock P.M. on Oct. 26, 1918, until which time he will receive bids for said tract of land on the terms prescribed in the decree of sale, beginning with the said bid of W. C. Long exhibited to said petition.

The Master will close the biddings at the hour, herein specified unless there be more than one person then bidding in which case he may the sale until the highest, last and best bid shall be obtained. He will report the person making such bid as the purchaser on his complying with the terms of sale, and report his action at Chambers.

O.K. Neighbors & Neighbors Sols for Respondent.

O.K. Geo. E. Westerberg Guardian ad litem.

October, Term 1918.
Master's Financial Report

To the Hon. J. L. Stewart, Chancellor;

I submit the following report of the amounts of money in my office and the causes to which the several sums belong, not including costs, except as herein after set out;

Callie Ford vs Joe Ford et al \$ 64.39

This sum belongs to minor heirs and is on interest-bearing

deposit in the Bank of Baltimore -

James Haven et al vs Samuel McCrary et al \$ 578.04

This sum belongs to heirs

Jennie Y. Bibby et al vs John Bibby Put on deposit. 21.32

This sum belongs to John Bibby

Bertha Lowe et al vs Hendley M. Smith et al - Put on deposit 325.00

This sum is paid into Court as a tender

W. L. Halden et al vs Pally Davis et al Put on deposit 225.19

This sum belongs to heirs

A. C. Fagala et al vs Lellie Watkins 5.56

This sum belongs to the heirs of John Sanders

Nannie Mae Haven vs C. C. Haven 50.00

This sum belongs to C. C. Haven

J. M. Rains et al vs Augusta Noble et al series order and put on deposit. 3762.56

\$1200⁰⁰ of this sum is on interest-bearing deposit in the Bank of Baltimore by order of Court and the cause is still in Court.

State of Tennessee for itself and for

the use of James Bunt vs Fannie Rabbings et al. 185.02

This sum is subject to the costs and the causes are still in Court.

Respectfully submitted this 21st day of Oct., 1918

J. Marshall et al.

Mary Doris et al. }

Pearl Brew et al } The Judgment for Costs against complainants and sureties on their cost bond taken at a former term is hereby in all things revived, and execution awarded accordingly

R. A. Winkler et al } No. 36.

P. G. Latham et al } In Chancery Court for James Bunt at Baltimore, Tennessee. In the above styled cause comes cause defendants by counsel and moves the Court to require complainants to amend their bill filed in said case or file an amended bill so as to make all the heirs of Wiley Brantley, deceased, parties to said suit either as complainants or defendants and also to make all the heirs of Mrs. Brantley, deceased, parties to said suit either as complainants or defendants what said motion after argument of counsel for Court & self, and being considered by the Court, the Court sustained said motion and complainants were allowed 30 days from the 21st of Oct., 1918, in which to prepare full and amended bill so as to comply with said motion.

W. K. John K. Randolph, Att. for Court.
a. Drayton & Smith counsel to Defts.

October Term, 1918

Appointment and Induction of
L. H. Sylex as Clerk & Master

On this the 23rd day of Oct. 1918, came L. H. Sylex, in his own proper person into open Court and presented the following letter of appointment as Clerk & Master of this Court, and presented the ~~following~~ following bonds and offered to take and subscribe to the necessary oaths of office as such appointee, and moved the Court to induct him into said office of Clerk and Master.

Letter of Appointment.

Having full confidence in your ability, integrity, and diligence, I hereby appoint you Clerk and Master of the Chancery Court of James County, for the full term of six years.

Respectfully,
T. L. Stewart Chanc

Bond for the safe-keeping of the records.
Oct. the 23rd 1918.

State Tennessee, James County.

We L. H. Sylex principal, A. L. Gallant, J. A. Hall, J. A. Sylex, Hunter Furches, W. B. Wate, Luther Hamby, Eli Scoggins, A. C. Ball, G. H. Murray, C. V. Bassett, R. P. Keer, A. J. Rogers, J. F. Rogers, and O. G. Hughes obligate and bind ourselves in penal sum of ^{Ed. Robertson} Tenn thousand dollars, payable to the state of Tennessee to be void on condition the said L. H. Sylex this day inducted into the office of Clerk & Master for ^{James} County, safely keep and preserve records of said James County, and faithfully discharge the duties of his office.

Witness our signatures the 23 rd day of Oct. 1918	
Eli Scoggins	L. H. Sylex principal
A. C. Ball	A. L. Gallant
G. H. Murray	J. A. Hall
C. V. Bassett	J. A. Sylex
R. P. Keer	Ed. Robertson
A. J. Rogers	Hunter Furches
J. F. Rogers	W. B. Wate
O. G. Hughes	Luther Hamby

Approved this 1st day of Nov. 1918.
Examined, approved, acknowledged by principal and sureties, and approved by the Court. T. L. Stewart
Chancellor.

Oath October Term 1918

I solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and the laws made in pursuance thereof, and will administer, without respect of person, faithfully and impartially, all the duties of the office to which I have been elected; and that I have not, since the year 1870, directly or indirectly given, accepted, or knowingly carried a Challenge, in writing or otherwise, to any person being a citizen of this State, either in or out of the State, or aided or abetted, therein since I have been a citizen of this State, and that I will not, during my continuance in office, be guilty of either of these acts.
So help me God.

L. H. Sylar

Clerk and Master Revenue Bond.

State of Tennessee, James County
We L. H. Sylar principal, J. A. Hall, W. L. Holder, Luther Hamby, Eli Seegins Hunter Furcher, C. Y. Bassett, A. C. Ball, R. P. Keer, J. A. Sylar, A. J. Rogers, O. G. Hughes, W. A. Wata, B. H. Murray and Ed. Roberson obligate and bind ourselves in the penal sum of Five thousand dollars (\$5000.00) payable to the State of Tennessee. To be void on condition the said L. H. Sylar this day inducted into the office of Clerk and Master for James County, does well and properly collect and duly account for Fees Costs, Emoluments, Perquisites, and Commissions which may come, or ought to come into his hands by virtue of his office.

Witness our signature this the 28th of Oct. 1918

L. H. Sylar principal,	J. A. Hall	W. L. Holder,	Luther Hamby
Eli Seegins,	Ed. Roberson	Luther Hamby	
J. A. Sylar		J. A. Hall	
A. J. Rogers		Ed. Roberson	
J. F. Rogers		Hunter Furcher	
O. G. Hughes		C. Y. Bassett	
W. A. Wata		A. C. Ball	
B. H. Murray		R. P. Keer	

Approved this 1st day of Nov. 1918

acknowledged by principal and sureties, Examined and approved by the Court.

J. L. Stewart
Chancellor

Oath October Term 1918

I do solemnly swear that I will execute the duties of the office of Clerk & Master for James County, to which I have been elected, and which I am about assume without prejudice, partiality, or favor, to the best of my skill and ability; and I do further swear that I have neither given nor will give any person any gratuity, gift, fee, or reward in consideration of his support for my office; nor have I sold or offered to sell, nor will I sell my interest in said office. And I further swear that I will support the Constitution of the United States; and that I have not, since the 1910, directly or indirectly, given, accepted, or knowingly carried a challenge, in writing or otherwise, to any person being a citizen of this State, ~~or their heirs or assigns~~ of the State, or aided or abetted therein, since I have been a citizen of this State, and that I will not during my continuance in office, be guilty of either of these acts. So help me God.

L. H. Saylor

Clerk & Master Special Bond.

Bond of L. H. Saylor Clerk & Master James County. Know all men by these presents that we L. H. Saylor principal, A. L. Tallant, J. A. Hall, J. A. Saylor, Hunter Furches, W. B. Watts, Lute Hamby, Eli Seiggins, A. C. Ball, J. H. Murray, C. Y. Bassett, R. P. Kee, A. V. Rogers, J. F. Rogers, and C. G. Hughes, obligate and bind ourselves in the penal sum of Five thousand dollars (\$5000.00) payable to the State of Tennessee. To be void on condition said L. H. Saylor this day inducted into the office Clerk & Master for James County, does account for all the property or funds which may at any time come into his hands as Special Commissioner or Receiver, by appointment of the Court or Judge thereof.

Witness our signatures, this the 23rd day of Oct. 1918

L. H. Saylor principal	Eli Seiggins
A. L. Tallant	A. C. Ball
J. A. Hall	J. H. Murray
J. A. Saylor	C. Y. Bassett
Hunter Furches	R. P. Kee
W. B. Watts	A. V. Rogers
Lute Hamby	J. F. Rogers
Ed Roberson	Ed Roberson

Acknowledged by principal and sureties

October Term 1918

and examined and approved by the Court
This the 1st day of Nov. 1918.

Examined and approved, this the 1st day of Nov. 1918

J. L. Stewart

Chancellor

Each of said three bonds being found by the Chancellor to be correct in form and in penalty, and each of the obligors having unconditionally acknowledged each of said three bonds in open court, before the Chancellor and the Chancellor being satisfied that that they are jointly worth largely more than the aggregate penalties of said three bonds, said bonds were by him approved and accepted, and said acknowledgment and approval by him indorsed on each of said bonds.

Whereupon the said motion was allowed and said L. H. Lylar was then and there inducted into the office of Clerk & Master of this Court for the full term of six years from this day, and he at once entered upon the duties of said office.

Jesse Burgess et al.)

vs.

Kirk Lee et al.)

In Chancery at Cullwaha Tenn.
Oct. Term 1918.

In this cause, on the first day of the term, after two orders had been made in the cause and entered in Minute Book no. 4, at page 255 and 256 respectively, of said Court, Solicitor for Complainant, who was not present when said orders were made, moved the Court for modification of the orders so made to the end that said cause might be submitted to the Court for determination in pursuance to a former order made therein by the former Chancellor, which motion was by the Court continued until Friday the 25th, 1918 to be further heard at Chambers.

Said motion coming on to be heard at Chambers on said day the 25th, of Oct., 1918, the Court upon consideration thereof is pleased to so modify the former orders made in said cause as follows, to wit:

The defendants are allowed forty days from the adjournment of the Oct. term of said Court in which to take the deposition of J. L. Allen, former surveyor of James County, Tennessee upon

October Term 1919

entering notice of the time and place of the taking of said deposition on the Rule Docket in this cause, and also serving such notice upon W. C. Schoofield, solicitor for the Complainant. Ten days before such deposition is to be taken, and the Complainants are allowed twenty days in which to take rebuttal testimony to said deposition of said J. C. Allen, by entering notice of the time and place of the taking of such proof on the Rule Docket in this cause, giving the name or names of the witnesses, and also serving such notice upon Allen Hitzfeld, solicitor for defendants, five days before such deposition are to be taken.

At the expiration of said sixty days the file together with such proof as may be taken under this order, is to be submitted to the Court on brief for final determination. The Complainant will be allowed ten days thereafter in which to file his brief, and will furnish Counsel for defendants with a copy thereof, the defendants will be allowed five days additional in which to file reply brief, at the expiration of which time the Clerk Master will send said file in said cause to the Chancellor, at his Chambers at Winchester, Tennessee, to be finally tried and determined by him, Counsel for both Complainants and defendants being present at the hearing of this motion and agreeing thereto.

This order to take the place of former orders made and entered in this cause at said Oct term 1918.

Done at Chambers, this Oct 28th, 1919.

J. L. Stewart
Chancellor

State of Tennessee for itself and for use of James County. Complainant.
vs.

Lafayette Stille heirs et al,
And vs. Mrs A. S. Stiel et al,
... .. Fannie Redding et al,
... .. Mary Huffman et al,
... .. W. A. Beck heirs et al,
... .. Add Huckabee ~~et al~~ Defendants

NOB. 443, 444, 445
446, 447, 448
In the Chancery
Court for James Co.
at Gallatin, Tennessee.

In the above styled cause, Comes Counsel, for Complainants, State of Tennessee for itself and for the use of James County, and moved the Court for an order or judgment against said Complainants for the amount of fees due said Counsel, as provided under the Act of 1911, Chapter 87 Senate Bill No. 45, which provides that said

October Term 1918

Counsel be allowed a fee of \$6.00, for each tract or parcel of land sold by the Clerk & Master, of said Chancery Court in compliance with said Act, and the report of said Clerk & Master of the number of tracts, or parcels sold by him, shows an amount of about \$600.00, due said Counsel and for said amount said Counsel by motion ask judgment against said Complainant. which application and motion, after being argued by Counsel and duly considered by the Court, the Court is of the opinion, and holds, that the grounds and reason set forth in said motion are not well taken and said motion is therefore overruled.

J. L. Stewart
Chancellor

D A Wrinkle, et al. Compt.) No 536.

vs. In the Chancery Court for James T. J. Latham, et al. Deft.) County, at Coltwah, Tenn.
In this Cause it appearing to the Court from the Circumstances in said Cause that Complainants are unable to prepare and file their amended bill within the time heretofore given them, it is therefore, ordered by the Court, that Complainants have and are allowed until the 30th day of December, 1918, in which to prepare and file their said amended bill.

J. L. Stewart
Chancellor

Done at Chambers, this Dec. the 4. 1918

A P Van

vs. No 115 In the Chancery Court at Coltwah Tennessee
(Decree Confirming Sale.)

This Cause came on to be heard this day before the Honorable J. L. Stewart, Chancellor at Chambers, upon the whole record in the Cause, including the decree of sale, and the Master's report made in obedience thereto, which report is in words and figures as follows:
Report of Sale on open biddings.

A P Van

vs. To the Oct. Term 1918, at Chambers.
Lussie Hensel et al.)

To the Hon. J. L. Stewart, Chancellor, holding the Chancery Court at Coltwah, Tennessee.

I respectfully report that, in obedience to an

October Term 1918

order at the last term of said Court, opening the biddings on the property sold herein, on the 18th day of May 1918, to Allen Hitzfeld for one hundred dollars. I kept said biddings open until one o'clock P.M. Oct. 26, 1918 when I sold said property, in bar of the equity of redemption to W. C. Long, he being the highest and best bidder, at the price of two hundred fifty and $\frac{20}{100}$ dollars, who complied with terms of sale by paying in Cash eighty-three and $\frac{33}{100}$ dollars and for the remainder he gave his two promissory notes, each for the sum of Eighty-three and $\frac{33}{100}$ dollars, dated May the 15, 1918 due respectively in twelve and twenty-four months after date, bearing interest from date with C. P. Long as surety thereon, and said notes show on their face that they were given for and a lien on said land sold, and are hereto exhibited.

Said property so sold is that certain tract or lot of land, lying in the Fourth Civil district of Jones County, Tennessee:

1st tract - 80 acres, more or less, being the north half of the N.E. quarter of Sec. 25, Township 4, Range 2, west of the base line, in the Coale District, beginning at the N.E. corner of said quarter section; thence ~~west~~ west with the survey line to a corner; thence south 80 rods to a corner stone; thence east 160 rods to a stone corner on the range line; thence north 80 rods to the beginning corner, being lands purchased by J. G. Vann from W. H. Stephens by deed dated Sept 26 1879.

2nd tract - 4 acres more or less being a part of the south west corner of the north east quarter of sec 26; Township 4, Range 2, west of the base line Coale District, beginning at the N.W. corner running south 40 rods; thence east 16 rods; thence north 40 rods; thence west 16 rods to the begining. The road for wagons etc., running in a northerly and southerly direction, partly on the land herein conveyed, it is expressly agreed and understood between the grantor and grantee that said road is to remain as now located the same to remain as a right-of-way for both the grantor and grantee benefit, and the said ^{right-of-way} road is hereby reserved by the grantor forever; being lands purchased by J. G. Vann and wife Mary A. Vann jointly from R. H. Wilson and wife W. S. Gibson, by deed dated Oct. the 2, 1918

J. S. Marshall C. J. M.

This Oct 26, 1918 and said report being

October Term 1918

is accepted to, is by the Court, on motion of the Complainant in all things confirmed.

It is therefore, ordered, adjudged and decreed by the Court that all the right title and interest, of the Complainant and the defendants, and all the other parties to this suit, in and to said tract of land, be directed out of them, and each of them, and be vested in the said purchaser, W. C. Long, as an indefeasible inheritance in fee simple forever, subject to the lien aforesaid for the unpaid purchase money. And when said purchase money shall have been fully paid, the Clerk & Master will make, acknowledge, registration, and deliver to said W. C. Long, a deed conveying said tract of land to him, as aforesaid, or will give him a duly certified copy of this decree, as a muniment of title at his election, he paying the legal fees therefor. On application of the purchaser a writ of ~~possession~~ possession will be issued to put him in possession of said tract of land.

All questions relative to the distribution of the proceeds of the sale are reserved until the next regular term of this Court at which time the fees of the solicitor for Complainant and solicitors for defendants and guardian and Citem will be fixed by the Court. Done at Chambers Dec. 18, 1918

T. L. Stewart
Chancellor

Q. R. J. C. Hatch Sol. for Complainant
Q. R. Neighbor & Neighbors Sol. for Defendant Lucie Kessel.
Q. R. Geo. E. West Esq. ad litem for junior Defendant

April, Term, 1919

Captions of the minutes of the Term:

State of Tennessee:

Be it remembered that at a regular term of the Chancery Court for James County, begun and held at the Court house in Coltonah, on the third Monday in April, 1919.

Present and presiding the Hon. P. L. Stewart, Chancellor of the Second Chancery Division, the following proceedings were had:

A. P. Vann

No 613

vs

Mr. Essie Hensel et al. In Chancery Court at Coltonah
This Cause came on to be further heard before the Hon. P. L. Stewart, Chancellor on the 21st day of April, 1919 on the pleading and the proof and the former decree of this Court heretofore made and entered and especially on motion to fix Solicitors fees and the fee of Guardian and Litem for their service rendered in this Cause and also for an order of distribution of funds among the parties entitled thereto in accordance with Report of the Master and the decree of this Court made at a former term

and it appearing to the Court the the property sought to be sold under Complainant's Bill was sold for the sum of Two hundred and fifty dollars, the Court is pleased to allow Complainant's Solicitors C. H. Neighbors and T. E. Hatch a fee of Twenty dollars for their service in this Cause, and to Geo. E. Westburger Guardian and Litem for the infant Defendants the sum of five dollars as a fee for his service to be paid out of the general fund in this Cause Be it therefore ordered,

Adjudged and decreed by the Court, that of the proceeds of the sale the Master will first retain sufficient funds to pay all the cost of the Cause, and then will pay the sum of Twenty dollars to T. E. Hatch and C. H. Neighbors Complainant's Solicitors, as his fee for service rendered; and to Geo. E. Westburger as Guardian and Litem for the infant Defendants as his fee for service rendered in this Cause the sum of five dollars:

And the remainder he will pay to the parties in interest after the purchase money has all been paid in to Court as their interest appear in a former Decree of this Court:

H. R. Smith et al. No 616

vs

Roy Smith et al. In this Cause it appearing to the Court that an order was entered at the last term of this Court requiring Complainants to prepare

April Term 1919

their Case for trial on or before the first day of this term of Court, and said order not having been complied with, and no preparation having been made for the trial ~~on or before the first day of the term of this~~ ~~of this~~ Cause, it is ordered that Complaints will be dismissed without ~~and~~ and Complainants and their surety or their Prosecution Bond pay all the Cost of the Cause for which Execution will issue

James Hauen et al.) No 466

vs

Samuel H. Cray) To the Hon J. S. Stewart Chancellor your
petitioners, Will Ford, Joe Ford, Mattie Ford Michaela
and husband J. P. Michaela, Nellie Ford and John
Ford by their next friend Will Ford, and Letta Green,
Ralph Green and Adolph Green by next friend Will Fords
Petitioners would respectfully show to the Court, That in
the above styled Cause, Callie Ford was a defendant and
that she owned a one sixth interest in the land sold
in said Cause, and after the sale she was owner of one
sixth interest in the funds. Said Callie Ford left no
husband and is now deceased, having died intestate
leaving the following Children.

(1) Pearl Green who is now deceased and who left three
Children, Letta Green, Ralph Green, and Adolph Green
all three of whom are minors. (2) Will Ford (3) Joe Ford
(4) Mattie Michaela (5) Nellie Ford (6) John Ford who are
now the owners of the funds of the said Callie Ford
which amounts to the sum of One hundred and thirty nine
dollars and seventy cents (\$139.40) That is Will Ford,
Joe Ford, Mattie Michaela, Nellie Ford and John Ford
are each entitled to one sixth of said share of said
funds of Callie Ford or \$23.16 2/3 each and Letta Green,
Ralph Green, and Adolph Green are each entitled to one third
of the share of Pearl Green (\$47.73) each. Said Nellie is 17 years
of age and John Ford is 14 years of age.

Wherefore petitioners pray that they have an order of this
Court declaring them to be the owners of said fund
and the Master pay the same to them respectively

W. S. Humphrey Solicitor

State of Tennessee)

James Cray) Will Ford being duly sworn makes oath
that the statements made in the foregoing
partition are true to the best of his belief (signed Will Ford)
Sworn to and subscribed to before me this April 21-1919
L. H. Gyles CDM

James Hansen et al. } No 466

us }
 Samuel W. Crary } In this cause it duly appearing to the
 Court from the petition of Will Ford and others which is duly
 sworn to that Callie Ford one of the original parties to this suit
 is dead, having died since this suit was begun, and
 that she died intestate, and the partitioners are the only
 heirs at law, and that she had the following lawful children
 (1) Pearl Green, who is now deceased, leaving as her heirs
 at law three children as follows Lettie Green, Ralph Green,
 and Adolph Green, (2) Will Ford, (3) Pearl Ford (4) Mattie Michales
 (5) Nellie Ford (6) John Ford. Said Callie Ford having left
 no husband it is therefore ordered by the Court that the
 said children and heirs at law of said Callie Ford
 be subrogated to the rights of said Callie Ford in and to said
 funds in this cause.

That is Will Ford, Joe Ford, Mattie Michales, Nellie Ford
 and John Ford are entitled each to one sixth of the
 share of said funds belonging to Callie Ford, and
 Lettie Green, Ralph Green Adolph Green, are entitled
 each to one sixth of the share of said funds belonging
 to Callie Ford, and that Lettie Green, Ralph Green, and
 Adolph Green, are entitled to their ~~Marthers~~ share as
 one third each of one sixth of said Callie Fords interest
 in said funds or in other words one eighteenth
 interest each in said share of Callie Ford.
 And the master will pay out said funds to said
 parties according to this order respectively.

That is to Will Ford, Joe Ford, Mattie Michales,
 Nellie Ford and John Ford one sixth each of
 the said share of Callie Ford deceased, and to Lettie
 Green, Ralph Green and Adolph Green, one eighteenth
 each of the said share of said funds belonging to
 Callie Ford.

And it further appearing that Nellie Ford and
 John Ford, Lettie Green, Ralph Green, Adolph Green
 are minors their said interest will be paid
 to their Guardian when letters of Guardianship are
 presented.

And it further appearing to the Court
 that there is the sum of (\$39.12) thirty nine dollars and
 eighteen cents in this cause due Lettie Hume Fygar,
 and that she is a minor, but having inter married
 with F. W. Fygar, and it appearing to the Court
 that said sum due said Mrs Lettie Fygar is so
 small to go to the expense of having a guardian
 appointed, and that her husband is of age

April Term 1919

and a proper person together with his wife to receive said funds.

It is ordered by the Court that the said funds due said Lettie Hazen Tanya be paid to her and her husband. The Master will take the receipt from her and her husband jointly.

But the master will deduct the cost of this order, prorating same each of the parties herein share and share alike.

J. M. Rains et al. } No 504
 vs }
 Amanda Furdell et al. } In the Chancery Court of James County

In the matter of the Administration of the estate of W. H. Rains deceased I hereby Certify that the following thing occurred to wit:

J. M. Rains appointed Administrator of the said estate, and letters of administration were issued to him on the 3rd day of January 1916. Bill of Cost = Appointing Adms. 50 cts letters granted in Adms. 50 cts, taking Bond ^{According inventory of adms. 100} and Certified Bill of Cost & inventory to Clerk and Master, 50 making in all (20) three dollars and fifty cents.

I hereby annex to this Certificate a Copy of the proceeding in my Court to wit:

County Court of James County Tennessee
 vs Exhibit B. a Certified Copy of the inventory of the assets of the estate of W. H. Rains deceased.

Witness my hand at office this the 21 day of April 1919

John A. Hall Clerk

J. M. Rains et al. } No 504
 vs }
 Amanda Furdell et al. } In Chancery Court of James County

Complainant further avers that the cost of this Cause in the County Court Clerk's office in the matter of the Administration of the estate of W. H. Rains deceased has never been paid.

Complainant as administrator for them avers that \$300. was paid to his Counsel in this Cause for bringing the land to sale in this Cause, but since then Sarah Martha Rains filed a petition in this to be allowed the sum of \$100 as compensation to her for services rendered W. H. Rains deceased in his lifetime and that his said Counsel Traynor Smith answered and made a successful defence for the complainant as the administrator of the estate of W. H. Rains deceased.

April Term 1919

Complainant as the administrator of the Estate of W. H. Rains deced. avers that he as such administrator has performed all the duties as such administrator in making the defence to the petition filed in this cause to recover on account alleged to be due her from said estate by the said Sarah M. Rains, and that no compensation has been allowed him as such administrator of the estate of W. H. Rains deced.

Complainant as such administrator and as Complainant in the foregoing cause prays the Court to order instant reference to the master to hear proof and report to the following items to wit:

(1) as to the amount of the cost of the matters of the Administrator of the estate W. H. Rains deced. in the County Court of James County;

(2) what is a reasonable compensation to Traylor and Smith for their service in the defence made to the petition filed by Sarah M. Rains in this cause for service rendered the deced.

(3) what would be a reasonable compensation to be paid the Complainant J. M. Rains as the administrator of the estate of W. H. Rains deced. for his service as such administrator of winding up said estate in this cause.

State of Tennessee James County I, J. M. Rains do solemnly swear that the facts stated in the foregoing are true to the best of my knowledge and belief.

J. M. Rains

Sworn to and subscribed before me
on this ^{the} 21st day of April 1919 J. S. Marshall D. C. M.

J. M. Rains et al. } No. 504
vs

Armanda F. Fiddell et al. Re it remembered that this cause came on to be heard before the Hon. T. L. Stewart Chancellor, on this the 21st day of April 1919, upon the report of the Complainant J. M. Rains, as administrator of the estate of W. H. Rains deced. to the last term of this Court, which report is in the words and figures following to wit:

J. M. Rains Administrator of the estate of W. H. Rains deced. }
vs

Armanda F. Fiddell et al. }

In the Chancery Court of James County.

Comes the Complainant as administrator of the

W. F. Rains
 W. F. Rains deced. and submits to the Hon Court the following report to wit:

Cash coming to my hand left by the deced at
 At his death \$53.00

The following personal property sold
 by me at public sale to wit:

Page 1

Scrap iron purchased by W. F. Rains	2.00
Corn shells " " "	1.25
Turning plow " " "	1.00
Thresh box " " "	.60
Scrap harrow " " "	2.50
Thresh box " " "	.60
Wheel to horsepower " " W. F. Rains	1.00
Scrap iron " " "	2.50
Sewing machine & at James Williams	2.50
Pr scales " " B. W. Rains	3.60
Cup board " " Willie Rains	1.00
Looking glass purchased " " "	1.00
Saddle " " "	2.25
Ware " " J. J. Cornac	3.15
Lot of Cane " " "	3.28
Two Collars " " James Williams	1.50
Shish lines " " J. J. Cornac	1.00
Cutting harrow " " W. F. Rains	1.00
mower & rake " " "	1.45
Wagon " " "	1.35
mower " " "	4.60
Rake " " "	2.60
Blacksmith tools " " "	3.20
Scrap iron " " "	1.10
Lot of hooks " " "	.80
Scythe & Cradle " " Jas. Williams	.50
Curry " " Hewto Roark	2.50
plains " " B. W. Rains	.60
Broad ax " " Billie Nixon	1.00
Scrap iron " " B. W. Rains	1.10
Grind stone " " "	1.00
Scrap iron " " "	.05
Turning plow " " "	.80
Plow stock " " "	1.15

62.95

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29.85

Page 3

Sundries " " John Holder	1.10
Three cows & one heifer first sold separately and then as whole	124.60
Bed purchased Martha Rains	.60
beds " " "	1.50
Bed " " J. F. Rains	.60
Fruit jars & glasses " " "	1.60
Bed " " "	1.00
	<u>223.75</u>

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Fruit jars + glasses purchased by J. H. Rains	.10
Red	.60
Dishes	.15
Red	60
Dishes	.15
Trunk	.30
Curtains	.25
Salt	.15
Jars + racket	.16
Salt	.16
S. S. sawan	.20
185.56 Hans + unthines	.15
Chickens	.60

Board (9800) sold with Rains and purchased by M. H. Rains 29.10
 Land cleared by me from Frank Rains.
 Also, 4 bushels posted to defective Corn to
 to J. M. Rains at \$1.76 bu.

Total \$ 262.15

Disbursements to wit:

J. M. Rains feeding + watering cattle for fortyfive day until sale	\$ 22.50
Account of B. L. Grudell M.D.	28.50
R. J. C. B. L. T. e.	34.58
E. P. Waddell	10.00
J. H. Holman M.D.	25.00
W. S. Norman	1.00
Sam D. Deprics	.15
S. A. McEard	1.60
H. E. White + Co	3.05
John Trout	43.00
Thomas Rains	1.00
A. B. Sumbel	2.50
Taxes paid John Hall	14.16

Notes Executed by W. H. Rains decd. to following parties dated
 To W. B. Holman bearing date bearing interest \$ 68.20
 And Sarah Martha Rains dated June 15 - 1915 \$ 200.00
 Interest from date to present 12.24
 J. M. Rains principal 48.31
 Interest to date 14.95

Said notes are unpaid and charges on said estate
 W. B. Holman presented the above-mentioned note for payment,
 and not having sufficient funds in my hand at the
 time I requested him to wait until the land belonging
 to the deceased was sold & then it would be paid, in
 other word I extended the time to collect said note
 and requested him not sue thereon.

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I herewith file list of articles sold entered in envelope marked Exhibit A, and filed; list of accounts paid and in envelope marked Exhibit B. The note to Sarah Martha Rains is made an exhibit to the deposition of Sarah Martha Rains, said deposition is filed in this cause in the order of reference ordered heretofore. The notes to J. M. Rains and M. B. Holman enclosed in envelope & marked Exhibit C, made part of this report.

State of Tennessee }
James County } J. M. Rains, do solemnly swear
that the foregoing items in the
report filed in said cause are correct
to the best of my knowledge and belief.

Sworn to and subscribed before me
on this the 21st day of Oct 1918 } J. M. Rains
J. S. Marshall C. & M. }

which report being unaccepted to, and upon the report
of the Clerk and Master made to this present term,
which report is in the words and figures following
to wit:

J. M. Rains et al. } No. 504
vs }
Amanda Waddell et al. }

Pursuant to an order at this
term directing the Master to hear proof and report
instantly:

1st - As to the amount of the Cost of the matter of the
Administration of the estate of W. F. Rains, deceased, in
the County Court of James County,

2nd and What is a reasonable Compensation to Traynor &
Smith for their Service in the Depose made
to the Petition Filed by Sarah M. Rains in this
Cause for service rendered the deceased.

3rd What would be a reasonable Compensation
the Complainant J. M. Rains as the Administrator
of the estate of W. F. Rains for his service as such
Administrator in the winding up said estate
in this Cause.

I have considered the proof and report.
1st The amount of the Cost of this Cause County
Court (Certified Copy J. M. Hall Clerk) \$3.50

3rd J. M. Rains Administrator of the estate of W. F.
Rains deceased is allowed as Compensation as
such Administrator a Fee of Five hundred and
fifty dollars (\$500.00).

(Depr. of John Hall)

April Term 1919

As to the second head to be reported on I report
 as a reasonable fee for Traynor & Smith in defence of
 petition suit of Sarah M. Rains the fee of seventy five
 (\$75.00) Dollar Depts. of J. D. Frost all of which
 is respectfully submitted, this April the 21-1919

J. D. Marshall Deane

which report has been accepted to, and in all things
 confirmed by the Court. It appearing in the Court
 from said report that the cost of the administration
 of this estate in the County Court of James
 County amounts to the sum of (\$3.50) it
 therefore ordered and decreed by the Court that
 said sum of (\$3.50) the amount of the cost be paid
 together with all the other unpaid cost of this cause,
 not including, the cost incident to the petition filed
 by Sarah M. Rains in the foregoing cause by the
 Clerk & Master of this Court out of the funds in his hands.
 It further appearing to the Court from the report
 of the register made to the present term that \$75.00
 is a reasonable sum as compensation for and to
 Traynor & Smith for their services rendered as
 J. M. Rains, Administrator in defending said
 estate of W. H. Rains dec. in the petition filed
 in the foregoing cause by Sarah M. Rains, in
 addition to the fee for bringing the land to sale in
 said cause, it is then decreed by the Court that
 said \$75.00 be paid by the Clerk & Master out of
 the funds in this cause and in his hands belon-
 ging to said estate as the rest of said sale of
 said land, it appearing that there is not a
 sufficient amount of money in the hands of the Adm-
 inistrator in this cause to pay said sum.
 It further appearing to the Court from the report of
 master made to the present term that \$250.00
 is a reasonable sum and compensation to
 J. M. Rains for his service as administrator of the estate
 of W. H. Rains deced. in winding up said estate in this
 cause and defending said estate in the petition filed
 in this cause by Sarah M. Rains it is therefore decreed
 by the Court that the said sum of \$250.00 be paid
 to the said J. M. Rains by the Clerk and Master
 out of the money now in his hands to said
 J. M. Rains, and said J. M. Rains will will pay
 into the hands of the Clerk & Master the afore said
 sum of \$ The amount in his hands appearing
 from said report. It further appearing from
 said report of the Clerk & Master, that the estate

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of W. F. Rains decd. is indebted to Complainant J. M. Rains by a note dated April 1-1913, bearing interest from date, principal being the sum of \$405.⁰⁰ with no surty, amounting principal and interest to the sum of \$617.²⁵ it is therefore decreed by the Court that the said J. M. Rains be paid said sum of \$617.²⁵ by the Clerk & Master of this Court out of the funds in his hands belonging to said estate; It further appearing to the Court that said estate is indebted to M. B. Holman by the estate of W. F. Rains payable to M. B. Holman dated Oct. the 15th for the principal sum of \$68.⁰⁰ with surty bearing interest from date at 6 per cent, principal & interest amounting to the sum of \$81.⁰⁰ it is therefore decreed by the Court that said sum of \$81.⁰⁰ be paid to the said M. B. Holman by the Clerk and Master out of the money in his hand belonging to said estate; it further appearing to the Court that said estate is indebted to Sarah M. Rains, by a note signed by W. F. Rains decd. dated June 15th 1915 for \$200.⁰⁰ bearing interest from date at 6 per cent with no surty, & the principal & interest amounting to the sum of \$246.⁰⁰ it is therefore decreed by the Court that said sum be to the said Sarah M. Rains by the Clerk & Master of this Court out of the funds now in his hands.

It further is decreed by the Court that the administration of the estate of W. F. Rains decd. be transferred to this Court, and all proceedings in said County Court of James County Tennessee is enjoined and its transcript filed in this Cause from said Cause is filed in this Court. All other questions not here in adjudicated are reserved and the Cause is retained in this Court to await the active of the appeal to the higher Courts by the petitioner Sarah M. Rains but no distribution of funds or payment of these accounts or costs or attys fees will be made until further order of the Court.

T. L. Stewart
Chancellor

J. M. Rains et al.

vs

Amanda Fudd et al.

} NO 604.

This Cause came on to be heard before the Hon. T. L. Stewart, Chancellor, on this the 21st day of April, 1919 Separately up on the report of the Master as to Attorneys fees for Whitaker & Trust Solicitors in this Cause, which report is in the word and and figures following:

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Pursuant to an order in this cause directing the
Master to hear proof and report:

1st. what would be a reasonable fee for the service
of Whitaker Fouat:

Q. K.
J. S. Stewart
Chancellor

I have considered the proof filed in
this cause and report the fee of Whitaker
Fouat at Seventy-five & no/100 dollars.

(Deputo J. S. Fouat, Felix Lynch, and E. Watkins)

All of which is respectfully submitted
this April 21st 1919. J. S. Marshall D.C. & M.

It is therefore ordered and decreed by the Court that
Whitaker and Fouat, Solicitors, have and recover the
sum of Seventy-five (\$75.00) dollars, for their services
in this cause, and that be taxed as part of the
cost of the cause and paid out of any funds in
hands in Court in this cause.

J. S. Marshall D.C. & M.

Master's Financial Report.

To the Hon. T. S. Stewart, Chancellor,

I submit the following report of the money in
my office and the causes to which the several
sums belong, not including cost:

Callie Hard vs Joe Ford et al. \$ 47.98

This sum belongs to minor heirs and is
in the Bank of Columbia bearing interest

James Hansen et al. vs Samuel Mc Crary 638.95

This sum belongs to minor heirs.

Bertha Lowe et al. vs Humble M Smith et al. 325.00

This sum is paid into Court as a tender into of Court.

W. S. Holder et al. vs Polly Davis et al. 225.19

This sum belongs to heirs and is on deposit.

D. C. Hagala et al. vs Willie Watkins et al. 6.52

This sum belongs to the heirs of John Sanders.

Warrant Mac Hansen vs C. C. Hansen \$ 67.95

This sum belongs to C. C. Hansen.

J. Mc Rains et al. vs Amanda Huddell \$ 3724.00

This sum is on deposit bearing interest and
the cause is still in Court.

State of Tennessee for itself and for the use
of James County vs James Redding et al. 156.02

This sum is subject to cost and the cause are still in Court

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Jessie J. Priddy et al vs John Priddy \$21.00
This sum belongs to John Priddy and is on deposit

Jessie's Baker et al vs A.P. Sambel \$250.25
This sum is due the estate of A.B. Brown dec'd adms.
of the Mary Mc Callie estate dec'd

Respectfully submitted this the 21st day of April, 1919,
L. H. Byler et al.

Approved for Record April 21st 1919
J. L. Stewart
Chancellor.

J. S. Howser } No 37,
vs } In Chancery at Colletwah, Tenn.
Ed Robinson }

This Cause came on to be heard before the
Hon Lawrence Stewart, Chancellor, holding Chancery Court
Colletwah, James County Tennessee, on this April 21st 1919.
and upon the oral motion of Counsel for dependants
and which was concurred in by Counsel for Complainant.
The Court is related to one of the dependants.

C. A. Stewart, within the sixth degree by consanguinity
Corrupting Computing by 2nd Civil Law, and therefore
incompetent to try this case, and further by the
Consent of all the parties, all of which duly appeared
to the Court, it is therefore ordered:

1st. That this Cause be transferred to the Chancery
Court of Hamilton County Tennessee, the same
being the nearest Chancery Court where the like
incompetency does not exist, and the same shall
be there tried as though it had originated in
said Court.

And, It is further ordered that the original papers,
with a certified copy of all orders, and entries on
the Rule docket, shall be immediately transmitted
to the Court to which the venue is changed.

J. L. Stewart
Chancellor

Approved by
John O. Benson
Solicitor for Complainant

Whitchard Housat
Sol. for dependants

April Term 1919

Jessie Burgess et al }
 vs } 10576.
 Kirk Lee et al }

Be it remembered that this cause was reached and it being made to appear that Allen Hitzfield is sick and in the Hospital. The cause is passed for him on application of Complainant and it being made to appear that Marika Terry and John Lowell & F.W. Lewellen made parties by amendment, but that Marika Terry & Lewellen had not been served with process & have since disposed of their interest in the land to P.M. Lantry, H.H. Palmer and others and on application the Bill is presented to be amended so as to make Lantry & Palmer parties, a process and Copy of Bill will issue against them & Complainant is permitted to amend the Bill by dismissing as to Lewellen & Terry & insert instead the name of Lantry & Palmer & process will issue against them with Copy of Bill returnable to the earliest rule day since said James County

OK W.A. Schoolfield

T.L. Stewart
 Chancellor

State of Tennessee }
 James County } No. 443 to 448
 vs }
 Lafayette Stulce
 heirs et al }

In this cause the petition asking for the appointment of a Receiver to take charge of the lands set out in the bill is for the present declined.

T.L. Stewart
 Chancellor.

H. A. Warrick et al. } No. 636
 vs }
 V. J. Latham et al. }

In this cause the motion of defendants to dismiss the amended bill filed by Complainant, is overruled and disallowed and the defendants are allowed 30 days in which to answer, so as not to delay.

T.L. Stewart
 Chancellor

Sherriff Court adjourned until
 tomorrow morning at 9 o'clock
 T.L. Stewart, Chancellor

April term 1919

Tuesday morning, April 22nd 1919. Court met pursuant to adjournment, when following proceedings were had to wit:

E. M. Shahan } No 638
 vs. } In the Chancery Court
 Clay Ramsey } At Coltwick, Tennessee.

This cause came on to be heard before the Honorable T. L. Stewart, Chancellor, upon the original bill, the answer thereto, the Cross-bill of the defendant Ramsey and the answer thereto, proofs and exhibits, and the Court is of the opinion that the equities of the Cross-bill are fully met and denied by the answer and that the same are not sustained by the proof; and it is therefore ordered, adjudged and decreed that the Cross-bill be dismissed.

The Court is of opinion that under the Contract of the parties Complainant was entitled to plants therein specified and that the defendant had no right to substitute other or different plants therefor, even though they may be of equal value; ~~and~~ it is therefore ordered, adjudged ~~and~~ ~~decreed~~ ^{by the} Court that the Complainant, E. M. Shahan, recover of the defendant, Clay Ramsey, the difference between the Cash payment of \$274.⁰⁰, together with the interest thereon from the 28th day of October, 1918, the date of the Contract, amounting to the sum of \$77.²⁴.

The Court is further of opinion that the Complainant is entitled to recover of the defendant the sum of \$2.⁰⁰ per 1000 as liquidated damages for the plants that the defendant failed to deliver, amounting to the sum of \$1174.⁰⁰, which together with the said \$274.⁰⁰ and the interest thereon amounting in all to the sum of \$1465.²⁴, for which judgment is rendered and for which let execution issue.

At the hearing the Complainant, through his Counsel, objected to the questions propounded and the answers of the witnesses hereinafter set out, upon the ground that the testimony as to usage and custom is incompetent to vary or alter the terms of a Contract; and because it was not shown that the alleged Custom was well known or universal; and because it was not shown that the Complainant knew of such usage or custom; and because it was not shown that such alleged usage or custom was so universal as that a conclusive

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presumption would arise that the Complainant had knowledge of it. This objection was interposed to questions 10 and the answer thereto propounded to the witness R. L. McDaniel. The same objection was interposed to question 15 and the answer thereto of the witness J. M. McDaniel. The same objection was interposed to questions 14, 15 and 16 and the answer thereto propounded to the witness W. J. Sanders. The same objection was interposed to questions 1, 2 and 3 and the answer thereto propounded to the defendant Clay Ramsey in his second deposition or deposition in rebuttal. The same objection on the same ground was interposed to questions 6, 7, 8, 13 and 14 and the answer thereto propounded to the witness John Lightfoot on cross-examination. The Court sustained the objection to said questions and answers and excludes the same as incompetent, to which action of the Court the defendant Ramsey excepts.

The defendant Ramsey excepts to the decree of the Chancellor and prays an appeal to the next term of the Supreme Court at Knoxville, which to him is granted, upon the execution of bond for the amount of this decree, damages and costs, as required by Section 4896 of Shannon's Annotated Code of Tennessee.

In the event that the appeal is perfected by the defendant the Complainant, through his Counsel, designates the whole record to wit: all pleadings, proofs, exhibits orders, and the opinion of the Chancellor to be copied in the transcript.

upon his application the defendant is granted 20 days from the entry of this decree within which to execute an appeal bond.

Floyd Estill, Solicitor for Complainant, asserts his lien on the recovery herein had for his reasonable fee, which by the Court is allowed

O.K.

Willie Chamlee

Sol. for Deft.

Floyd Estill

Sol. for Compt.

O.K.

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Bertha Lowe et al. } No 574
 vs } In Chancery Court
 Humdly M. Smith et al. } Collettsville Tennessee.

This Cause came on to be heard

at the April Term, 1919, of the Chancery Court before the Hon T.S. Stewart, Chancellor, upon the original bill, the answer of Humdly M. Smith thereto, the proof filed in the case and the entire records from all of which the Court is of the opinion that Complainants do not present a case upon the facts to maintain a bill of renewal proper for errors of law; and the Court is further of opinion that for the reasons stated in the written opinion of the Court, which is filed in this case and made a part of this decree, that Complainant, Bertha Lowe, the legal owner of the land is entitled to redeem the land described in the deed and further described as follows:

Sixty five (65) acres of land in the first District of James County, Tennessee, known as the old Harrell place, and bounded as follows: On the north by John Ewing, on the south by Brumby, on the west by Ewing, and on the east by the Burgers lands; being the land conveyed to John Lowe by said heirs by registered deed in the Register's office at Collettsville, James County, Tennessee, and by John Lowe conveyed to Complainant Bertha Lowe by deed registered in the Register's office of James County, Tennessee, to which said deed reference is made for particular description.

It is therefore ordered, adjudged and decreed that Complainant, Bertha Lowe, be allowed to redeem the aforesaid land by paying to defendant, Humdly M. Smith (D.F/O. S.) the purchase price of said land, together with interest from the date said purchase money was paid as shown by the decree of the Court confirming the sale and authorizing the payment of said purchase price in cash to the date of filing this bill; and said sum of money having been tendered to defendant H. M. Smith, and paid in to the Clerk and Master at the time of filing the bill in this cause, that all right and title to said land be divested out of the said H. M. Smith, and vested in Complainant, Bertha Lowe, and that she be restored to all right, title and possession of said land as fully as though the said sale had never been made.

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The Clerk's master will pay to defendant Humbley M. Smith, the amount due him as provided by this decree, out of the money in his hands by virtue of said order for that purpose. The Clerk & Master will deliver to Complainant Bertha Lowe, a Certified Copy of this decree, or execute to her proper deed to said land upon her paying the legal fees thereon. Defendant Humbley M. Smith will pay all the cost in the cause, for which executions may issue. To The foregoing decree of the Court excepted at the time and now excepted

On the Calling of this cause for trial defendant moved the Court to be permitted to withdraw his answer and to file and have judgment of the Court upon a demurrer then to the Court presented in open Court, which demurrer is as follows:

Humbley M. Smith et al.) No 514
vs.) James County.
Bertha Lowe et al.)

Bill filed Sept. 7th 1916 - A. Nitzfeld, Solr. It alleges that on January 15, 1916 one John Lowe executed to Mrs. S. Lowe, the mother of Bertha, four notes for \$50.00 each, due in 6, 12, 18 and 24 months, with interest. The notes provide that if default shall be made in the payment of any one, those remaining unpaid for 30 days thereafter may be treated as due. These notes were secured by a trust deed executed by said John Lowe, to the Title Guaranty & Trust Co. of Chattahoochee as trustee for the benefit of the said Mrs. Lowe.

The property conveyed in said trust deed is described as follows:

Known as the old Harrell place, containing 65 acres bounded on the north by John Ewing, South by Brumby, West by Ewing, and East by Burgess, being the land conveyed to John Lowe by the Davis heirs registered in the register's office at Colquhoun.

Shortly after the execution of these notes Mrs. Lowe and her husband W. B. Lowe sold them to Complainant, a purchaser for value, without notice of any equities in favor of the maker or otherwise and Mrs. Lowe and her husband indorsed the notes and delivered them and the deed of trust aforesaid to Complainant.

That Complainant failed to register the said

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deed of trust until the 26th of August, 1916 and defendant John Lowe bearing of this conveyed the land on the 16th. of July, 1916, to his daughter, Bertha, by deed of that date, which deed she immediately had registered. That none of the notes have been paid and Complainant has elected to treat them all as due. That Bertha Lowe, the daughter of John Lowe, to whom this land was conveyed, knew that Complainant was the owner of these notes and had become beneficiary under the terms of the said trust deed. That no consideration passed from Bertha to her father for the said land, and that the same was a fraud on Complainant's rights.

That she took said deed with knowledge that her father had executed the same to her for the fraudulent purpose of delaying, hindering and defrauding Complainant in the collection of said notes. That the deed was collusively made, that there was a secret agreement between them whereby Bertha was to hold said land in secret trust for the benefit of her father.

The bill prays that the property be attached; for a foreclosure of the trust deed; for a decree against defendants for the amount of four notes with interest, attorney fees and costs; that the same be declared a lien on said property; that the conveyance to Bertha Lowe by her father be decreed to be null and void; that the same be set aside; that the trustee in said deed of trust be permitted to resign; and that this Court direct the Clerk and Master to see said land in bar of all equity or right of redemption, and that the proceeds of said sale be applied in satisfaction of the debt of Complainant and costs of this cause; and for general relief.

Defendants were all brought before the Court by service of process, gardain ad litem was appointed and answer for Bertha Lowe who was alleged to be a minor.

Attachment was issued and levied on the property described in the bill.

Proconfessed was taken and entered against the other three defendants.

Proof was taken, and final decree was entered in the cause on the 12th. of April, 1917. In this decree judgement was rendered in favor of Complainant Smith for the amount of said notes with interest costs of the cause

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\$25.00 Attorneys fees, and \$5.00 guardian ad litem fee. The Court further decreed that the conveyance by John Lowe to his daughter, Bertha Lowe, in the land in controversy was fraudulent and void, as it was executed without consideration and for the express purpose of evading the payments of these notes. Title was, therefore, divested out of her and vested in Complainant, the Title Guaranty Trust Co. as trustee in deed of trust aforesaid, and Bertha Lowe was ordered to deliver up the deed from her father to herself for cancellation and the same was declared null and void.

The Title Guaranty Trust Co. was permitted to resign as trustee under said deed of trust, and the Master was ordered to advertise and sell the land unless the money was paid into Court within thirty days from the rendition of the decree.

"And on the special application of Complainant, both in his bill and at the bar, where sale is made and confirmed by the Court, no right of redemption or purchase shall exist in the defendants or any of their creditors, but the title of the purchaser shall be absolute."

Under this decree the land was advertised and on the 23rd day of June, 1917, was sold to Complainant Smith at the price of \$310.00 one third cash and two notes due in one and two years respectively for the remainder in equal installments which was the amount of his debt with interest, costs, Attorneys fees &c.

Thereafter, on the 15th of October, 1917, the said sale was confirmed and title divested out of all the parties and vested in the purchaser.

This decree provides - "The Court is pleased to permit the purchaser to pay the two notes executed for a part of the purchase price in cash at this time."

Afterwards, on the 13th day of Dec., 1917, Bertha Lowe by her father and next friend, John Lowe, brought the present bill in Chancery Court of James County, seeking a review and reverse the decree entered in the original case, to set aside the sale of the land had in that case upon the ground that there was error apparent on the face of the record, and if the Court should be of opinion that this contention was not well taken, then that she be permitted to maintain it as a bill to redeem said

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lands and to set the sale aside & re-franchise.
Process was issued on this bill on the 12th. of December, 1914, and pro Confesso was entered at February Rule, 1918.

Motion was made in open Court at the April term to set this pro Confesso aside.

Whereupon defendant was given 10 days in which to make formal application to the Court at Chambers for the setting aside of said pro Confesso, which application was to be accompanied with a sufficient answer under oath and affidavits proposing to account for the delay in not answering sooner.

Which motion was overruled and disallowed by the Court, to which action of the Court defendant excepted at the time.

Thereupon defendant moved the Court to take and treat said demurrer as a motion to dismiss the bill in this cause for want of equity on the face of said bill which motion was likewise overruled and disallowed by the Court, to which action by the Court defendant excepted at the time.

Defendant prays an appeal to the next term of the Court of Civil Appeals at Knoxville, Tenn., which to him is granted upon his executing bond for appeal, and the defendant being a non-resident of this County, he is given 30 days in which to perfect his appeal.

J. M. Rains et al

vs

No. 604

Annabelle Griddell et al. In Chancery Court of James County, Tenn. On this the 21st day of April 1919, before Hon. T. L. Stewart, Chancellor, came on for hearing and argument, the exceptions taken by Sarah Martha Rains to the report of the Clerk & Master made in this cause to the present term of the Court and filed April 15-15th. 1919, and the Court having heard and read said report, the proof reported therein, and the exceptions of petitioner Sarah Martha Rains to said report in disallowing her claim for service rendered by her to her father, W. H. Rains deceased, during his life and in the illness which resulted in his death.

The Court finds that there is no express contract proven, but the Court is of opinion and so finds and adjudges from the testimony

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T. J. Norman, S. A. Millard, Otter Kinnannon and others whose depositions have been taken, that it was the intention of the father W. H. Rains deceased, to compensate petitioner Sarah Martha Rains for her service in nursing, caring for and waiting on him during the last years of his life and in his illness, and that it was the intention of Sarah Martha Rains to charge for such services so rendered by her and that this is shown from the facts and circumstances ^{established} by the testimony.

The Court finds and adjudges that twenty-five dollars per month is reasonable compensation for the said service rendered by the petitioner Sarah Martha Rains, for her father W. H. Rains, during his life and that petitioner is entitled to such compensation for two years prior to and until the death of said W. H. Rains, as shown by the proof in this case, and the Court fixes the compensation due Sarah Martha Rains for her said service to her father at six-hundred dollars.

The exceptions by Sarah Martha Rains to the said report of the Clerk & Master is well taken and the same is sustained by the Court and the claim of Sarah Martha Rains in the sum of six hundred for her said service to her father as hereinbefore set out is allowed by the Court and the said report of the Clerk & Master is accordingly modified by the Court which report as herein changed and modified as aforesaid is confirmed by the Court and ordered copied the record in this Court if it has not heretofore been spread on minutes of the Court.

It is therefore ordered, adjudged and decreed by the Court that petitioner Sarah Martha Rains have and recover of the estate of W. H. Rains deceased, and be paid out of the general fund in this case the sum of six hundred dollars for her said service rendered by her to her father W. H. Rains, deceased as aforesaid and that said amount be paid her by the the Clerk & Master out of the general fund in this case belonging to the estate of W. H. Rains deceased.

It is further ordered, and adjudged by the Court that all the cost incident to the filing of the petition by Sarah Martha Rains in this case be paid by the Clerk & Master out of the general fund belonging to estate of W. H. Rains deceased in this case.

The exceptions as to the testimony of

April Term 1919

of Sarah Martha Rains as to conversation with her father in regard to compensation is sustained by the Court.

Exceptions to Conversations and statements to her (W. H. Rains) made to other witnesses is overruled by the Court. On motion of Jones and McShee the Court declares and allows a lien on the fund due Sarah Martha Rains in this case for a reasonable attorney's fee for legal services rendered by them as her solicitors in the case.

It is further ordered and decreed by the Court that Sarah Martha Rains have and recover out of the estate of W. H. Rains deceased, the amount due her on her note dated June the 16th 1913 signed by W. H. Rains, payable to Martha Rains in the sum of two-hundred dollars principal with interest from date, being two-hundred dollars principal and \$46.25 interest to this date amounting to \$246.25 now due her. Said note is filed in this case and reported by the Clerk & Master as a valid claim against the estate, and the Clerk & Master is directed to pay same out of general fund in this case.

The memorandum opinion of Chancellor T. L. Stewart in this case is directed to be filed by the Master and ordered made made part of the record in this case.

At. J. L. Frost
 At. Jones & McShee
 At. Grayson & Smith

Masters Report.

J. M. Rains et al
 vs
 Amanda Triddell et al. } Masters report to April Term 1919.

The undersigned respectfully reports that, in obedience to a decree in this cause, pronounced at the April term 1918 and the order of reference revised at the Oct. term 1918, directing the master to hear proof and report:

1st. What personal property belonging to the estate of W. H. Rains came or ought to have come into the hands of said J. M. Rains as administrator of said estate.

2nd. What in dollars and cents has the administrator

- realized from said property, or what ought he to have realized from said personality?
- 3rd. What disposition has ~~said~~ administrator made of said personality or its proceeds?
- 4th. What bonafid debts were due and out standing by said estate to whom and the amount of each?
- 5th. Has the administrator paid any of said bonafid debts, if so, to whom and the amount of each?
- 6th. What balance, if any, of said personality, or its proceeds, remain in the hands of the administrator?

As to last head to be reported on, I report personal property, - belonging to estate of W. F. Ramo, deceased, coming into the hands of the administrator, J. M. Ramo as follows:

Cash
 scrap iron
 Corn sheller
 turning plow
 Thrash boxes
 Drag harrow
 wheel to horse power
 sewing machine
 Scales
 Cupboard
 Looking glass
 Saddle
 Mare
 Lot of Corn
 2 Collars
 Check Lines
 Cutting harrow
 Mower & Rake
 wagon
 Mower
 Rake
 Black Smith tools
 Lot of books
 Sythine Cradle
 Auger
 planes
 Broad ax
 Grind stone
 Turning plows
 plow Stock
 5 Cows & one heifer
 6 beds
 Dishes
 Fruit jars and glasses

\$ 63.00

April term 1919

Trunk	
Salt	
Stone & utensils	
Chickens	
Cash collected from W.H. Rains for boards sold by W.H. Rains deceased. \$29.19	
As to the second head to be reported on, I report that the administrator, J.M. Rains, realized \$261.00 from said personality.	
As to the third head to be reported on, I report Disbursements, as shown by the Admr. report	
J.M. Rains for feeding and watering Cattle \$22.50	
Dr L.J. Friddell Acct.	28.50
R.J. Coulter	37.50
E.P. Waddell	10.00
J.H. Holman M.D.	26.00
W.S. Barnman	1.00
Sam Depies	.65
S.A. Milard	1.50
H.E. White & Co	8.05
John Trout & Co.	73.00
Thomas & Rains	1.00
A.D. Gambel	2.50
Tax paid John Hall	14.16
Total disbursements	220.26

Recapitulation

The Admr. J.M. Rains, received in cash and from the sale of the personal property the sum of \$367.00	
Disbursements as per receipts filed	220.26
Balance to be accounted for	40.74

As to the fourth head to be reported on, I report the
bonafied debts due and unpaid, in addition
to those listed above, and paid by the Admr.
J.M. Rains, to be as follows, to wit:

One note dated June the 15-1915 due Sarah
Martha Rains for \$200.00 and interest

One note dated April the first 1913 and due
J.M. Rains \$45.30 and interest

One note dated Oct. 18, 1915 due M.B. Holman
for \$68.00 This is a joint of S.W. or Cornel
Rains and W.H. Rains deceased, and while it
is a charge upon estate of W.H. Rains. It should
in my opinion be paid by S.W. Rains, dep.
S.W. Rains, J.M. Rains, and report of the Admr.
J.M. Rains

As to the 5th head to be reported on, I report that

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the Administrator has paid the following debts for which he has filed vouchers, to wit:

J. M. Rains	\$ 22.50
L. B. Thirldell M.D.	28.50
R. J. Coulter	37.00
E. P. Waddell	10.00
J. H. Holman M.D.	25.00
W. S. Norman	1.00
Sam Depries	.66
S. A. Myland	1.50
H. E. White & Co.	3.05
Thomas Trout & Co	73.00
Thomas Rains	1.00
A. B. Gambell	2.50
Tax on Land	16.16

As to the sixth head to be reported on I report that this has been answered or reported above under the fourth head, with the exception of the claim of the petitioner, Sarah Martha Rains for her services, rendered her father during his life time, as nurse, caring for and waiting upon etc.

The proof shows that she did, more especially than any of the other children and members of the family, nurse care for and render valuable service to her father, many years prior to his death, but fails to clearly set up a contract and this claim is not allowed.

(Depts. J. M. Rains, W. H. Rains, E. P. Smith Mrs. L. B. Davis, Sarah Martha Rains, S. M. Millard, Ester Kincannon, Edward Waddell, Lizzie Smith, Colonel Rains, J. E. Pettis and T. J. Norman All of which is respectfully submitted, this April the 16, 1919,

L. H. Bylar C. M.
by J. S. Marshall C. M.

L. H. Bylar Esq
Clerk of Master
Cullerok, Tenn.

Dear Sir:-

I wish to say that in the case of J. M. Rains et al vs. Amanda Thirldell et al No 504 in the Chancery Court of James County Tennessee I do not wish to incur further costs and expenses. That I do not want any appeal from the Chancellor in this case. That I wish to have you strike from

April Term 1919

The draft or the prepared decree, which has been signed by Mr J. B. Houst Atty. Jones and Mr. Sheehy and by my Solicitors Traynor and Smith the application attached or added to the decree for an appeal - but the decree showing that no application for an appeal has been prayed or asked for in this case by me
This May 24 1919

J. M. Rains Admr.

J. M. Rains et al.

vs
Amanda Huddle et al.

} In Chancery Chancery Court of James County

In this cause it is ordered by the Court that after payment by the Clerk and Master of all the Costs Attorneys fees and administrative fee, and all debts and liabilities against the estate of J. M. Rains deceased adjudged by the Court to be due and owing by said estate, The Clerk and Master is ordered by the Court to pay out the balance of the fund in this case to the ~~parties~~ parties entitled according to their respective rights and interest as heretofore adjudged and decreed by the Court

A. K. Jones & J. E. Sheehy Sol.
A. K. Whitaker Houst

In the foregoing cause Complainants Solicitors when the decree of the Court was presented excepted to the action of the Court and prayed & same granted an appeal to the Court of Civil Appeals for the Administrator J. M. Rains from the decree issued in favor of Sarah A. Rains in the petition filed in the foregoing cause and thereafter said administrator had said appeal entered on said decree Stricken out and that being done Traynor & Smith as Counsel for Complainant J. M. Rains Admr. Ask the foregoing decree

A. K. Traynor & Smith
Sol. for Compt. J. M. Rains Admr

Emmett Leatt et al. }
vs }
John A. Hall et al. }
Chancery Court
James County Tennessee

This cause came on to be heard before the Hon. J. L. Stewart, Chancellor, upon the original bill and exhibits thereto, the answers of the defendants, the proof on file, and the entire record in the cause from all of which the Court is of opinion that Paragraph "Second" of the will of J. W. Howard, deceased, and the bequests to said will executed September 18th 1914, purporting to bequeath to the Cumberland Presbyterian, White Baptist, Southern Methodist and Christian Churches at Balfewash, Tennessee, all the residue of his property after the payment of debts, funeral expenses, and the erection of a monument provided for by said will, are null and void for lack of proper trustees named in the will to take said bequests, for indefinite time, and because said churches are unincorporated, voluntary religious associations, and that said J. W. Howard died intestate as to all his property and effects not consumed in the payment of debts, funeral expenses, and the erection of said monument.

It is therefore ordered, adjudged and decreed that said parts of said will and codicil be, and they are hereby declared null and void for lack of proper trustee named in the will, for indefiniteness of said bequests, and because the beneficiaries named are unincorporated, voluntary religious organizations; that the said J. W. Howard died intestate as to all his property and effects not consumed in the payments of debts, funeral expenses, and erection of said monument, and that the legal heirs of the said J. W. Howard, deceased, are entitled to said property and effects under the intestate laws of the State of Tennessee. The defendants, John A. Hall and Hunter Funches, named as executors of said will, are directed to pay out any money or funds in their hands not consumed in carrying out the valid provisions of said will to the legal heirs of the said J. W. Howard, deceased, as their interests may appear.

It is further ordered, adjudged and decreed that the temporary injunction in this cause be made permanent, and that said

defendants be forever restrained from disposing of or executing any conveyance for any of the real estate of the said S. W. Howard, deceased, and from paying to any of said churches named in the will the bequests provided by paragraph "Second" of said will or the Collicil thereto.

It is further ordered and adjudged that the reasonable fees of complainants' solicitors, Allen Hitzfeldt and Cantrell, Meacham and Moon, be paid out of the general fund, said suit having been brought by complainants on behalf of themselves and all other heirs of said S. W. Howard, deceased, and likewise the reasonable fees of the solicitors for defendants be paid out of said general fund, and a reference being proper in this cause, the Master is ordered and directed to hear proof introduced by any interested party in this cause, including the proof on file, and report to the next term of Court.

1st, who are the legal heirs of the said S. W. Howard, deceased, and what amount each is entitled to receive out of the estate of said deceased;

2nd What should be the reasonable fees for the services of complainants' solicitors in this cause;

3rd What would be reasonable fees to be paid the solicitor representing the defendant executors in this cause.

All the questions are reserved until the coming in of the Master's report on this reference.

The costs of the cause shall be paid out of the general fund from moneys in the hands of the executors.

To the foregoing decree and every part thereof, defendants except and pray and appeal to the next term of the Court of Civil Appeals at Knoxville, Tennessee, which for the present is denied.

O. K. W. E. Wilkerson, Solicitor for Defendant
O. K. C. W. K. Meacham, Solicitor for Complainants

Phurson Court affirmed nisi Court in Cause
T. C. Stewart Chancellor

Chambers Order April Term 1919
A W Marshall et al. }
vs } No 540
Bradley County et al. }

In Chancery Court of James County, Tenn.
This cause is before the court upon order heretofore made directing that the parties appear before the court at Chambers at Winchester on this the 20th day of June 1919, to show cause if any they have why injunction should not issue as prayed in the original bill, and said cause coming on to be heard on said motion, the court is pleased to direct and therefore orders that injunction issue against Bradley County inhibiting said County and its officers, agents and servants, from collecting or attempting to collect taxes, and from in any manner exercising any legal authority over the territory east of the west brow of the west range of White Oak Mountain, which formally belonged to James County, that S. M. Roy, J. A. Hall, and Ed Robinson, election commissioners for James County, and their successors in office, be and they are hereby enjoined and restrained from holding an election in that part of James County lying west of the west brow of the west range of White Oak Mountain, for the purpose of voting upon this question as to whether or not that part of James County will dissolve itself and become attached to Hamilton County until such time as the matters alleged in the original bill in this cause adjudicated.

This June 20, 1919

T. S. Stewart
Chancellor

Examined, Compared
and approved Oct 1919

J. S. Stewart
Chancellor

October Term 1919

Caption of the minutes of the Oct term

State of Tennessee:

Be it remembered that at a regular term of the Chancery Court of James County, begun and held at the Court house in Coltwick on the third Monday in Oct. 1919 present and presiding Hon. T. B. Stewart Chancellor of the Twelfth Chancery Division the following proceedings were had

Masters Financial Report

To the Hon. T. B. Stewart Chancellor.

I submit the following report of the money in my office and the Causes to which the several Sums belong not including ~~interest~~ Costs

Callie Ford vs Joe Ford et al	61.43
This Sum belongs to minor heirs and is on deposit in the Bank of Coltwick.	
James Hansen et al vs Samuel McCray et al	177.00
This Sum belongs to minor heirs	
W. L. Holder et al vs Polly Davis et al.	231.00
This Sum belongs to heirs and is on deposit.	
H. C. Fragala et al vs Lillie Watkins et al	6.56
This Sum belongs to the heirs of John Sanders	
J. M. Rains et al vs Amanda Friddell et al.	17.80
This Sum belongs to Eliza Davis who is now in the Asylum.	
State of Tennessee for itself and for the use of James Q	117.02
This Sum is subject to Cost and the Cause is still in Court.	
Jenny Priddy et al vs John Priddy	21.00
This sum belongs to John Priddy and is on deposit bearing interest	
Jennie Baker et al vs A. P. Hamble	25.00
This Sum is due the estate of R. Brown Admr. deceased of the Mary McCallie estate and is on deposit bearing interest	
Respectfully Submitted this the 20th day of Oct. 1919.	
L. H. Sylva C & M.	
Approved T. B. Stewart Chancellor	

October Term 1919

H. R. Smith et al)
 vs) No. 506
 Roy Smith)

In this Cause on motion of defendant E. Parker and wife they are allowed to withdraw the deed filed by them in this Cause being deed of _____ to W. M. Smith and leaving a receipt on the Rule Docket Identifying same.

W. L. Humphrey Atty.

D. C. Hagalatt)
 vs) No 465
 Lillie Watkins)

In this Cause, on motion of the left. She is allowed to withdraw the Copy of the will of W. M. Sanders by leaving a receipt ^{thereon} on the Rule Docket

J. L. Foust
Atty

Emma R. Chestnut et al)
 vs) No 534
 D. A. Rinehart et al)

This Cause is continued by Consent the parties to this Cause are required to prepare for trial by the next term of ^{this} Court or the Cause will be dismissed. J. L. Foust Salfon ^{Copy}
 T. L. Steward Chancellor

State of Tennessee)
 vs) Nos 443 to 448
 Fannie Redding et al) Coltewak -

In this case it not fully appearing to the satisfaction of the Court, that the taxes sought to be collected are valid legal; subsisting claims against the various particular tracts for which a receiver is sought to be appointed.

It is therefore ordered by the Court that the Cause be referred to the Master to hear proof and report to the next term of this Court.

1st What tracts if any upon which taxes have not been paid

To whom assessed and the amount.

2^d Whether any such tracts or assessed to any other person or persons, and whether the land is claimed or owned by other persons than to whom assessed.

3^d Whether the taxes have been paid on such tracts by other persons to whom assessed or claiming the same.

4th who if any one is in possession of

Oct. term 1919

Said tracts?

The Master will look to the proof on file or such other legal proof as may be offered by parties interested.

W. L. Stewart
Chancellor.

G. W. Malone et al.

-vs-

Thurman Ramsey et al. } No 536
At Colterwak, Tennessee.

In this Cause the Complainant moved the Court to Appoint a guardian ad litem for Thurman Ramsey, Lessie Ramsey and Margy Mosely minors defendants in said Cause, and it appearing to the Court that the said Thurman and Lessie Ramsey and Margy Mosely are minors under the age of 21 years duly in Court by service of process, and that they have no General guardian, the Court appointed John R. Randolph a solicitor of the Court, guardian ad litem for the said Thurman and Lessie Ramsey and Margy Mosley, to defend this suit for them; and the said John R. Randolph in open Court accepted said appointment and filed his answer as such guardian.

C. H. Shaban

vs

Clay Ramsey } No 538
At Colterwak, Tennessee

In this Cause it appearing that execution has issued for judgement and costs against defendant and that the same has been by the Sheriff returned, no property of the defendant found it is therefore ordered by the Court that judgement over be and the same is hereby rendered against the Complainant and his surety on the cost bond for all the cost incident to the original bill in said Cause.

It is therefore ordered and decreed by the Court that Complainant and Floyd Bestill his surety on his cost bond pay all the cost incident to the original bill in this Cause for which execution may issue:

It is further ordered that the defendant and W. H. Chamlee surety on his cost bond pay all the cost incident to the cross bill filed by

October term 1919

The Defts. in this cause for which execution
will issue

T. S. Stewart
Chancellor

L. W. Hall et al
vs
Mrs. Sallie Mitchell et al

No 5411
Final Decree.

This cause came on to be heard before the Honorable T. S. Stewart Chancellor & c, upon the pleadings, exhibits, proof and the whole record of the cause, from all of which it appears to the satisfaction of the Court that more than thirty five years ago T. C. Mitchell and his brother W. H. Mitchell purchased eighty acres of land from S. M. Elder and took a fee simple deed therefor, which was duly registered in the Register's office of James County, Tennessee, wherein said land was situated; that said joint purchasers by agreement between themselves partitioned said eighty acre tract by parol and established and fixed a division line between the parties and that T. C. Mitchell took the forty acres north of said dividing line and W. H. Mitchell took the forty acres south of ^{south} the dividing line, and that said respective owners more than thirty five years ago went into possession and took open, publick, absolute and undisputed control of his respective forty acre tract and from that time duly, openly, publicly, notoriously, continuously and adversely held said respective parcels up till their respective deaths a few years ago, paying the taxes on said respective parcels and getting all the rents and profits from said respective parcels. And it further appearing to the satisfaction of the Court, that said T. C. Mitchell departed this life intestate owning and possessing the forty acre parcel north of said established and dividing line and that the same by descent was duly inherited by his children - Cross-Complainants namely: Lennie Mitchell, S. B. Mitchell, Clarana Mitchell, Frank Mitchell, William Mitchell and C. S. Mitchell, subject to the dower rights therein of Mrs. Sallie F. Mitchell, widow of said T. C. Mitchell deceased, and that said named children are now the joint owners of said hereinafter described forty acres parcel north of said dividing line. And it further appearing to the satisfaction of the Court that said W. H. Mitchell departed this life intestate on the day of 1911, the owner in fee simple under said deed and parol partition of the

October Term 1919.

Forty acres south of the dividing line, and that by descent the Original Complainants Grand Children and Sole heirs at law of said W. H. Mitchell, deceased namely, L. W. Hall, N. C. Hall, K. C. Hall, Bennie Hall and Mabel Bird (born Hall) inherited said forty acre parcel of land south of said dividing line and herein after described, and are now jointly the legal owners of the same and entitled to the immediate use and possession thereof.

and further appearing to the Court that said original deed from L. M. Elder to said T. C. and W. H. Mitchell was by inadvertence lost unintentionally by the said W. H. Mitchell as the real estate agent to whom it had been delivered. And that the Court house in James County, Tennessee, was on March 9, 1913 destroyed by fire in which the record in which said deed was registered was destroyed and that said deed was never re-registered before it was lost or after said fire and that both T. C. Mitchell and W. H. Mitchell have died since said fire and loss of said deed.

It is therefore considered, ordered adjudged and decreed by the Court that all the rights, title, estate, claim and interest that the original defendants and Cross Complainants, namely J. L. Mitchell, Bennie Mitchell, S. L. Mitchell, Clarence Mitchell, Frank Mitchell, William Mitchell and O. S. Mitchell, widow and children aforesaid of T. C. Mitchell deceased have and in and to the forty acres, more or less, south of said agreed and established dividing line, and described as follows:

Begin by at the north east corner at a stone corner with pointers near a large hickory tree, thence running south twenty degrees west 80 rods to an iron corner beside a fence post; thence north seventy degrees west eighty rods to an iron corner in Collins flat one rod west of the public road; thence north twenty degrees east eighty rods to a stone corner with pointers; thence south seventy degrees east eighty rods to the beginning, being forty acres more or less in the south east corner of the north east ~~section~~ quarter of section seven, township four, range two west of the basis line,

October Term 1919

Coale district, being the south half of the old John Lane farm and situated in the 5th civil district of James County Tennessee,

he and the same are hereby ^{divided} out of them and each of them and hereby vested absolutely and in fee simple forever in the original Complainants, namely, L.W. Hall, N.C. Hall, K.E. Hall, Lewis Hall and Mable Bird (born Hall) jointly, the sole heirs at law of W.K. Mitchell, deceased, aforesaid; and it is further hereby decreed by the Court that all the rights, title, estate claim and interest that said original Complainants, namely, L.W. Hall, N.C. Hall, K.E. Hall, Lewis Hall and Mable Bird, have in and to the forty acres more or less lying north of said agreed and established dividing line, and described as follows:

Bounded on north by the land of the heirs of F.M. Poe, deceased; on the east by the lands of O.L. Hughes; on the south by the lands of the heirs of W.K. Mitchell, deceased, and above herein described; and on the west by the land of T.C. Mitchell, deceased, now owned by cross-complainants. And which said parcel lies in the 5th civil district of James County, Tennessee, he, and the same are hereby divided out of them and each of them and are hereby vested absolutely and in fee simple forever in the cross-complainants, namely, Lennie Mitchell, S.L. Mitchell, Clarence Mitchell, Frank Mitchell, William Mitchell and O.L. Mitchell heirs at law of said T.C. Mitchell, deceased, subject to the dower rights of said widow, Sallie F. Mitchell.

It is further decreed by the Court that original complainants pay one half the costs and the cross-complainants pay the other half of the cost, the fees being taxed as a part of the cost. The Court decrees that \$50.00 would be a reasonable fee for Jno. C. Ramsey solicitor for original complainants and that \$25.00 would be a reasonable fee for Geo. E. Westenburg as solicitor guardian ad litem for the infant defendants which fees are decreed by the Court, for all of which execution may issue.

Upon payment by the respective parties thereof on demand of paid parties, the Master will issue and deliver to the owners of the respective parcels as herein decreed, duly certified copies of this decree for registration as a monument of title to their respective parcels of land; or if said parties prefer, the Clerk and Master will duly execute, acknowledge and deliver to said parties deeds to the respective parcels as herein decreed for registration.

The fees herein decreed by the Court that original complainants pay...

J.H. Stewart
Clerk

Geo. E. Westenburg del. for Comptroller Geo. E. Westenburg Guardian ad litem

October term 1919

Mary J. Norman

vs
 Sam Norman as admr.
 And as heirs at law of
 Wm. Norman

No 544

Chancery Court at Colton, Va.

Comes the Complainant, Mary J. Norman in her own proper person and with the consent of her solicitor, W. H. Chandler, and dismisses her bill in the foregoing cause, and she renounces and disclaims all right, title and interest in the lands described in the bill, or any part thereof, either as owner or growing out of her marital rights as widow of W. H. Norman deceased, the cost of this cause is ordered with this order.

Mary J. Norman

At Wm. H. Chandler Sol. for Comp.
 At S. T. Mc Kingie

G. W. Malone et al.

vs
 Thurman Ramsey et al.

546

This cause came on to be heard before the Hon. P. S. Stewart Chancellor. and the bill prays for the sale of certain real estate, and the facts not sufficiently appearing, it is ordered by the Court that the master hear proof and report insofar as other or further notice being required than the entry of this order of record, upon the following:

1st whether or not the premises are so situated that partition in kind may be had or should the premises be sold and the proceeds be divided among the parties.

2nd who are the lawful owners of said realty and the share ^{belonging to} each

3rd what is a reasonable value of the widowed life estate and who is entitled to same.

4th whether or not there are any encumbrances on said land.

5th whether or not any taxes on said land unpaid.

G. W. Malone et al.

vs
 Thurman Ramsey et al.

12546

This cause came on to be heard on this the 20th of Oct. 1919 before the Hon. P. S. Stewart Chancellor upon the bill and answer and answer of the defendant.

October term 1919
 ad litem and especially the report of the Master
 from all of which the Court is of opinion and
 so decrees that the said report of the master, which is
 unexcepted to be and the same is in all things
 confirmed

G. W. Malone et al }
 vs } No 646
 Thurman Ramsey et al }

Pursuant to an order made at this term
 directing the Master to hear proof and report instantly
 1st whether are not the premises are so situated that
 partition in kind may be had or should the
 premises be sold and the proceeds be sold and
 divided among the parties?

2nd
 who are the lawful owners of said realty and
 the share belonging to each?

3rd
 What is a reasonable value of the widows life estate
 and who is entitled to same?

4th
 Whether or not there are any encumbrance on said
 land?

I have considered the proof in the case and report
 as follows:

1st The premises are so situated that partition in
 kind can not be equitably had and that the
 premises should be sold and the proceeds divided
 See dep. of G. W. Malone R 4 and 6 also dep. of J. W.
 Davis R 4 and 5

2nd S. H. Malone is owner of the widows life
 estate and of $\frac{1}{4}$ of the fee.

3rd G. W. Malone is owner of $\frac{1}{4}$ of the fee

4th W. B. Malone is owner of $\frac{1}{4}$ of the fee.

5th J. C. Malone is owner of $\frac{1}{4}$ of the fee.

6th William Smith, Pearl Smith, Alex Smith, Bertha
 Choate each owner $\frac{1}{8}$ share in the fee.

7th Thurman Ramsey and Lizzie Ramsey each owner
 of $\frac{1}{4}$ share in the fee. See dep. of G. W. Malone R. 5
 Also dep. of S. H. Malone R 4)

8th
 Fifty dollars is a reasonable value of the widows
 life estate (See deed to same exhibit to dep. of
 S. H. Malone also see dep. G. W. Malone R. 5)

9th
 There appears to be no encumbrance on said
 land. See dep. of G. W. Malone R 4.

October Term 1919

5th There appears to be no unpaid taxes due.
See copy L.A. Carter Trustee
All of which is respectfully submitted

L. H. Sykes C. & M.

By J. S. Marshall D. C. & M.

It is therefore ordered and decreed by the
Court, that Clerk & Master sell said real estate
according to law to the highest and best
bidder requiring 25% cash in hand and
the remainder on 6 & 12 months credit taking
security and retaining vendors lien for unpaid
purchase price.

All other questions are reserved until the
Masters report of sale is on file. (Hatch

Emmett Scott et al.) No 528

vs }
John A Hall et al. } Chancery Court
Cottewah, Tennessee

This Cause came on to be heard this
day before the Hon. T. B. Stewart, Chancellor,
upon the whole record in the Cause, including
the Masters report on the order of reference,
which report is as follows:

Emmett Scott et al.)

vs

John A Hall et al. } No 528
Chancery Court Cottewah, Tennessee

Report of the Master on order of reference
to the October Term of the Chancery Court 1919

The undersigned respectfully reports that in
obedience to the decree of reference in this Cause
pronounced at the last term, directing the
Master to hear proof and report:

1st who are the legal heirs of W. Howard, deceased,
and what amount each is entitled to
receive out of the estate of said deceased,
2nd what would be the reasonable fees for the service
of complainants solicitors in this Cause;

3rd what would be reasonable fee to be paid the
solicitor representing the defendant executors.

I have considered the proof filed in the Cause and
report as follows:

1st W. Howard the only child of Allison Howard
and wife Josephine Stephens Howard (both deceased)
died unmarried and without issue in
James County, Tennessee.

Oct Term 1919

Allison Howard had the following brothers and sisters to-wit Perry Howard, Sam Howard, Sabayette Howard, Bradley Howard and Mrs. — Airheart. His wife Josephene Stephens Howard had two sisters, Sidney and Penelope. Sidney died without issue and Penelope died, leaving three daughters to-wit Susan Watkins who died without heirs; Josephene Pagan, and Alice Smith Scott.

The record shows that E.W. Howard was seized and possessed of both real and personal property at the time of his death. So that it is necessary to report who his heirs are that are entitled to share in the real estate and who are his next of kin entitled to take ^{the} personalty and the amount due each, respectively. Wherefore, his heirs on his father's side are entitled to one-half of all the real estate of which he died seized, and his heirs on his mother's side to the other half of said real estate.

Josephene Pagan one of his heirs on his mother's side, died leaving the following children:

- James Pagan, — who is entitled to $\frac{1}{8}$ of $\frac{1}{4}$ of the real estate
- Harvey Pagan " " " " " " " " " " " "
- Minnie Pagan " " " " " " " " " " " "
- Lloyd Pagan " " " " " " " " " " " "
- Mrs. Susie Smedley " " " " " " " " " " " "
- Howard Pagan " " " " " " " " " " " "
- Homer Pagan " " " " " " " " " " " "
- George Pagan " " " " " " " " " " " "

Allie Smith died leaving the following children:

- Charles Smith — who is entitled to $\frac{1}{2}$ of $\frac{1}{4}$ of the real estate
- Emmett Scott " " " " " " " " " " " "
- Bob Scott " " " " " " " " " " " "
- Carl Scott " " " " " " " " " " " "
- Mrs. Minnie Tallent " " " " " " " " " " " "
- Sam Scott " " " " " " " " " " " "

Perry Ford an heir on deceased's father's side, died leaving the following heirs:

- James Howard — who is entitled to $\frac{1}{4}$ of $\frac{1}{10}$ of the real estate
- Albert Howard " " " " " " " " " " " "
- Mrs. Fannie Boone " " " " " " " " " " " "
- Mrs. L. L. Roach " " " " " " " " " " " "

Mrs. Jorie Selvidge and Joe Menger grandchildren of Perry Howard deceased, who are entitled jointly to $\frac{1}{4}$ of $\frac{1}{10}$ of the real estate.

The unknown heirs of Bud (Calvin) Howard are jointly entitled to $\frac{1}{4}$ of $\frac{1}{10}$ of the real estate.

October Term 1919.

The unknown heirs of Mary York are jointly entitled to $\frac{1}{4}$ of $\frac{1}{10}$ of the real estate.

Sam Howard an heir on the deceased father's side, died leaving the following heirs to wit:

Daisy Hoode, daughter of Vesta Howard Hoode and Granddaughter of Sam Howard

who is entitled to $\frac{1}{4}$ of $\frac{1}{10}$ of the real estate

Will Howard - who is entitled to $\frac{1}{4}$ of $\frac{1}{10}$ of the real estate

John Howard " " " " " " " " " " " "

Mrs. Fannie London " " " " " " " " " " " "

E. H. Howard " " " " " " " " " " " "

Mrs. Bertha Jones " " " " " " " " " " " "

Creed Howard and Arthur Howard, sons of Lee Howard and, deceased, are jointly entitled to $\frac{1}{4}$ of $\frac{1}{10}$ of the real estate.

Estimette Howard an heir on the deceased father's side, died, leaving the following children to wit:

Elbert Howard - who is entitled to $\frac{1}{4}$ of $\frac{1}{10}$ of the real estate

W. B. Howard " " " " " " " " " " " "

Martha Howard " " " " " " " " " " " "

Jos. S. Howard " " " " " " " " " " " "

W. D. Howard " " " " " " " " " " " "

M. C. Howard " " " " " " " " " " " "

Eric Howard " " " " " " " " " " " "

Burton Howard " " " " " " " " " " " "

Saura Howard " " " " " " " " " " " "

Bradley Howard, an heir on deceased father's side, died, leaving the following heirs to wit:

Uelman Howard who is entitled to $\frac{1}{4}$ of $\frac{1}{10}$ of the real estate;

Mrs. Lizzie Troutman " " " " " " " " " " " "

Jan P. Howard who " " " " " " " " " " " "

W. Ed Howard " " " " " " " " " " " "

Mrs. Airheart an heir on deceased father's side, died leaving the following heirs to wit:

Theodore Airheart, who died leaving two children, whose names are unknown, and who are jointly entitled to one-fourth ($\frac{1}{4}$) of $\frac{1}{10}$ of the real estate.

Mrs. Jane Jones, who is entitled to $\frac{1}{4}$ of $\frac{1}{10}$ of the real estate.

Wm. Airheart " " " " " " " " " " " "

Henry Airheart " " " " " " " " " " " "

(Depositions and exhibits, John A. Howard, Minnie Ragan, and H. C. Howard.)

The following are the next of kin who are entitled to share equally the personalty, to wit:

October term 1914

James Howard - one-twenty-fourth	24	interest
Albert Howard	"	"
Mrs Fannie Boone	"	"
John Howard	"	"
Mrs Bertha Jones	"	"
Will Howard	"	"
Mrs Fannie London	"	"
E. H. Howard	"	"
Albert Howard	"	"
W. B. Howard	"	"
Marth Howard	"	"
Ullman Howard	"	"
Joe S. Howard	"	"
W. D. Howard	"	"
M. C. Howard	"	"
Lania Howard	"	"
Eric Howard	"	"
Burton Howard	"	"
Fan P. Howard	"	"
W. Ed Howard	"	"
Mrs Lizzie Troutman	"	"
Mrs. Jane Jones	"	"
W. M. Airheart	"	"
Henry Airheart	"	"

(See depositions and exhibits of
John A. Howard, Minnie Ragan and
W. C. Howard.)

(2) I further report that reasonable fee to be allowed Allen Hitzfeldt and Cantrell, Meacham and Spoon, Solicitors for Complainants, is twenty-five per cent (25%) of all the property and money recovered in this cause including the real estate and personalty.

(Depositions of J. B. Sizer & S. B. Strange)

(3) I further report that the reasonable fee to be paid to W. E. Wilkerson, Solicitor for the defendants, is \$300.00

Depositions of J. B. Sizer and S. B. Strange.

All of which is respectfully submitted
This Oct. the 15th 1914.

J. S. Marshall
Deputy Clerk & Master.

And said report being unexcepted to, is by the Court, on motion of the Complainants, in all things confirmed.

It is therefore ordered adjudged and

October term 1949.

decreed that the heirs of B.W. Howard, deceased, named in the foregoing report of the Master as entitled to inherit the real estate belonging to the estate of said B.W. Howard, are entitled to and shall take and share said land in the manner and to the amount, each respectively, as stated and fixed in said report; and that those named in said report as next of kin entitled to take the personalty belonging to said estate, shall have and receive said personalty, and same shall be distributed to them, in the amount, each respectively, as fixed and shown by said report.

It is further ordered, adjudged and decreed that Allen Hitzfeldt and Centrell, Meacham and Moon shall have and recover as their reasonable fees for services on behalf of said heirs in this cause a sum equal to one-fourth (1/4) in value of all the property, real and personal, recovered for the benefit of said heirs and next of kin in this proceeding, and a lien in favor of said Attorneys is hereby declared and fixed on said funds and property; but as all the heirs sharing in the real property are not next of kin and entitled to share in the distribution of the personalty, each class of property shall bear its proportion of said fees, and that portion of said fees which are lien on the personalty shall be paid to said attorneys by the Clerk & Master before any distribution is made under this decree, and unless the balance of said fees is paid within sixty (60) days after the final determination of this cause, the lien on said real estate for same may be enforced by a proper proceeding in this Court.

It is further ordered, adjudged and decreed that W.E. Wilkerson have and recover as his reasonable fee for representing the defendant executors in this cause \$300.00 and that the same be paid to him by the Clerk and Master before any distribution of funds in this cause.

The defendant executors under the will are ordered and directed to pay over to the Clerk and Master net amount of all money and personal property in their hands belonging to said estate as heretofore decreed,

October term 1919

to be by him distributed in accordance with this decree and the receipt of the Clerk and Master to them for same shall constitute a proper and valid receipt upon final report and settlement in the County Court of James County, Tennessee.

And the defendants, excepting to the foregoing and all other decrees entered in this cause, pray an appeal to the next term of the Court of Civil Appeals at Knoxville, and the Court being pleased to allow same and does allow and grant said appeal upon the execution of proper bond; thereupon came W. E. Wilkerson in open Court and acknowledged himself Appellants Surety, as conditioned and required by law.

Atk,

W. E. Wilkerson

Sol. for Comp.

W. L. Holden et al.

vs

No 521

Pally Davis et al.

Chancery Court Colletts, Tenn.

This cause came on to be heard on October 26, 1919, before the Hon T. L. Stewart, Chancellor, upon the motion of Complainers for leave to file supplemental bill tendered to the Court with said motion and upon consideration thereof the Court was pleased to allow said amended and supplemental bill to be filed, subject to all legal exceptions.

A. W. Marshall et al.

vs

No 540

Bradley County et al.

This cause came on for hearing on this the 20th day of October, 1919, before the Honorable T. L. Stewart Chancellor, on the original bill, the answer thereto, the agreed statement of facts and the whole record in the cause; from all of which the Court finds that the charges in Complainers bill are true and that they are entitled to the relief sought.

It is therefore ordered, adjudged, and decreed by the Court that act of the General Assembly of the State of Tennessee, passed March the 10th 1919 and approved April the 16, 1919 and known as Chapter _____ of the private Acts of 1919 attempting to detach certain territory from James County and attach

October Term 1919

the same to Bradley County is in violation of Section four (4) Article Ten (10) of the Constitution of Tennessee in that (1) Said act reduces the area of James County to less than five hundred (500) square miles (2) the line as established by said act between Bradley and James Counties approaches the Court House of James County nearer than eleven miles (3) Said act attempts to detach about fifty square miles of territory from James County and attach the same to Bradley County without obtaining the consent of two-thirds of the qualified voters in such part taken off.

For the reasons given said act is unconstitutional and void and it is so adjudged. The Court enjoins the Commissioners of Election from holding an election in James County under the provisions of an act passed April the 14th 1919 and approved April the 15th 1919 whose purpose is to ascertain whether a Constitutional Majority of the qualified voters in said County opposes the abolishment or dissolution of James County and the transfer to Hamilton County of the territory embraced in James County unless and except that said election Commissioners shall hold said election Commission for the entire County as constituted prior to the passage of the act March the 10th 1919 and approved April 14, 1919. Bradley County its Agents and officers are enjoined from exercising jurisdiction over that part of James County attempted to be cut off from the latter County.

It appears to the Court the defendants were in no way responsible for the passage of said act and that they have in no way put any unnecessary costs on said suit and it further appears that the benefits from the litigation accrues to the benefit of the Complainants. Therefore, the costs are adjudged against Complainants and their sureties for which execution may issue.

T. L. Stewart
Chancellor

October Term 1919.

J. A. Keebler, as next friend, etc.

vs.

No. 542.

Boyd Keebler, et al

In the Chancery Court at Columbia this cause coming on to be further originally heard this 20th day of October, 1919, before the Honorable J. L. Stewart, Chancellor, upon the original bill, the answer of the Southern Training School of S. D. A., the answer of the defendants, Boyd Keebler and Owen Keebler, by Silas Williams, their Guardian ad litem, and the answer of said Boyd and Owen Keebler, in person, they being minors over the age of 14 years, and the proof in the cause, and the cause being of the opinion that this is a proper case for an instant reference to the Master and in order to ascertain the real facts.

It is ordered, adjudged and decreed by the court that this cause be referred to the Master to examine disinterested and unexceptionable witnesses, including the depositions of the witnesses now on file and to report to the present term of the Court as follows: The hearing before the Master is fixed at 10 o'clock a.m., Oct. 20, 1919 and it shall not be necessary to give any notice other or further than the entering of records, this order.

1. What estate Boyd Keebler and Owen Keebler possess, its kind and value; the net income derived therefrom; and how they are being supported.
2. What are the ages of Boyd Keebler and Owen Keebler respectively, where they are now living; and what they are now doing.
3. Whether a sale of their interest in the land described in the bill is manifestly for their interest and whether the contract for the sale of their said interest, on the terms as described in the bill and in the answer of the defendant, Southern Training School, should be ratified and confirmed and the lands sold to said Southern Training School for the sum of \$200⁰⁰ net to each of said defendants.
4. What would be a reasonable fee for the Solicitor for the Complainant and what would be a reasonable fee for the Guardian ad litem and what party or parties should be required to pay these fees under the pleadings referred to above and the averments and admissions contained therein.

October Term 1919.

The Master will report in favor of a sale, if the same appears to be manifestly for the interest of the minors beyond a reasonable doubt.

D. K. Dilas Williams, Guardian ad Litem
John B. Hyde, Sol. for Dau. In School
W. C. Wilkinson, Sol. for Complainants

J. A. Keebler, as next friend, etc. }
vs. } No. 542.
Boyd Keebler, et al. } In the Chancery Court
at Ooltwah

This cause coming on to be heard and final by heard this 20th day of October, 1919, before the Honorable Judge Stewart, Chancellor, upon the original bill the answer of the Southern Training School of Sed, A. the answer of the defendants Boyd and Owen Keebler by Dilas Williams, their Guardian ad Litem, and the answer of Boyd and Owen Keebler in person, they being minors over the age of 14 years, and the proof on the same and especially upon the report of the Master this day filed, which report is unexcepted to and which is confirmed, said report being as follows:

J. A. Keebler, as next friend }
vs. } No. 542.
Boyd Keebler et al } Master's Report to Oct. Term 1919

The undersigned respectfully reports that in obedience to a decree in this cause pronounced at the present term directing the Master to hear proof and report;

- 1- What estate Boyd Keebler and Owen Keebler possess its kind and value; the net income derived therefrom and how they are being supported -
- 2- What are the ages of Boyd Keebler and Owen Keebler respectively, where they are now living and what they are doing -
- 3- Whether a sale of their interest in the land described in the bill is manifestly for their interest and whether the contract for the sale of their said interests on the terms as described in the bill and in the answer of the defendant, Southern Training School, should be ratified and confirmed and the land sold to said Southern Training School for the sum of \$200⁰⁰ net to each of said defendants -
- 4- What would be a reasonable fee for the

October Term 1919.

Reliciter for the Complainant and what would be a reasonable fee for the Guardian ad Litem and what party or parties should be required to pay these fees under the pleadings, referred to above, and the averments and admissions contained therein.

I.

As to the first head to be reported on, I report that ~~Boyd~~ Keebler and Owen Keebler each own a one-fifth (1/5) ^{undivided} interest in the real estate described in the bill, subject to the life estate of the Complainant, J. A. Keebler.

The property is in a run down condition and \$200⁰⁰ net each to said miners would be and is a good and fair price for same. The land is not worth over \$1200⁰⁰, which amount is a fair value of same.

The net income from the same is nothing. The miners are supporting themselves wholly by their own labor.

See deposition of J. A. Keebler
 " " " J. C. Arms
 " " " W. E. Longley
 " " " E. C. Smith
 " " " Boyd Keebler

II.

As to the second head to be reported on, I report that Owen Keebler is 17 years of age and Boyd Keebler is 18 years of age.

They both now reside in Chattanooga. Boyd Keebler is working in a Boiler shop and Owen Keebler is working in a stove foundry.

See depositions of Boyd Keebler
 " " " J. A. Keebler.

III.

As to the third head to be reported on, I report that the sale of the interest of the miners, in the real estate described in the bill is manifestly for the best interest of said miners and same should be ratified and confirmed on the terms set out in the bill and in the answer of the defendant, Southern Training School, title to be diverted out of said miners and vested in said Southern Training School for the sum of \$200⁰⁰ net to each of said miners.

October Term 1919.

See deposition J. A. Keebler;
 " " J. B. Arms;
 " " G. E. Longley;
 " " C. C. Smith;
 " " Boyd Keebler.

IV.

As to the fourth head to be reported on, I report that a reasonable fee for the Solicitor for Complainant is \$50⁰⁰ and for the Guardian ad Litem is \$15⁰⁰ to be paid by defendant, Southern Training School.

See deposition W. A. Schoolfield
 " answer of defendant, Southern Training School

All of which is respectfully submitted

L. H. Dylar C. J. M.

By J. D. Marshall, Deputy C. J. M.

and the court being of the opinion:

1- That said minor defendants, Boyd and Owen Keebler, possess no estate of any kind whatsoever, except an undivided one fifth ($\frac{1}{5}$) remainder interest in and to the following real property, located in James County, Tennessee, which is more particularly described as follows:

Beginning at a Walnut tree on the south side of the lane running east and west through the land of M. A. Culler, opposite and near the center of the archway; and run thence south to the center of the ditch in a hollow; thence up the ditch to where the two ditches come together; thence up the east ditch to the line between M. A. Culler's land and W. L. Hale's land; thence west to the southeast corner of a five acre tract, more or less, belonging to Keef; thence north to the North-east corner of the same at a branch; thence up the branch to the Northwest corner of said five acre tract; thence south along the line of the same to the line between M. A. Culler and Keef; thence west on said line to the southeast corner of M. A. Culler's mountain on Cook's forty acre tract; thence north on

October Term 1919.

the line to a stake and a pile of rocks, it being the corner of corner of Culler and Poe; thence east to Culler and Poe's other corner; thence east to the mouth of the lane at a black oak; thence east with the road and lane to the walnut tree, it being the beginning point, containing eighty (80) acres, more or less.

a life estate in said real estate, having been passed by the complainant, J. A. Keebler, father of said minor defendants, which said life estate said complainant has sold and conveyed unto the defendant, Southern Training School.

That said minor defendants have received and will continue to receive no income from said real property until and after the termination of the life estate of complainant. That said minor defendants have no other income or property of any other description whatsoever and that they are now supporting themselves by the labor of their hands in Chattanooga, Hamilton County, Tennessee.

That the value of their interests in the property described above is reasonably worth the sum of \$200.00 cash, net to each of said minor defendants.

2- That Boyd Keebler is now 18 years old and Owen Keebler 16 years old; that they are now living and working in Chattanooga, Tennessee, and are receiving no support from any other source whatsoever than their own labor.

3- That it is manifestly for the interest of said minors that their respective interests in and to the above described real estate be sold and that the contract between complainant and defendant, Southern Training School of D. N. Co., Inc., be ratified and confirmed, upon the terms that defendant, Southern Training School, pay into the Registry of the Court, for the use and benefit of said minor defendants the sum of \$200.00 net to each of them.

That it appears that said defendant, Southern Training School, has paid into the

October Term 1919

Registry of the Court the sum of \$400⁰⁰, for the use and benefit of said minor defendants.

4- That it is necessary and advisable that a guardian be appointed and that he qualify in the County Court of Hamilton County, who should offer himself and become a party to this cause.

5- That the defendant, Southern Training School has obligated itself to pay all the costs of this cause, together with reasonable fees to the attorney for complainant and to the guardian ad Litem for the minor defendants.

From all of the above it appearing to the Court that this case is a proper one, in which to make such an order;

It is therefore ordered, adjudged and decreed by the Court:

1- That the report of the master be and the same is hereby confirmed;

That the contract by and between complainant and defendant, Southern Training School of D. D. A. Inc., be and the same is hereby and in all things ratified and confirmed and that the sum of \$400⁰⁰ heretofore paid into the Registry of this Court shall be and the same hereby is made the purchase money, for the interests of the minor defendants, Boyd and Owen Keebler, in and to the property described above.

2- That all the right title and interest of Boyd and Owen Keebler in and to the land described above be divested out of them and vested in the defendant, the Southern Training School of D. D. A. Inc., a Tennessee Corporation, its assigns and successors in interest in fee simple forever. Said Southern Training School of D. D. A. Inc., may have a copy of this decree for registration as a muniment of title to said land, or, if it so prefer the master will make it a deed, conveying it, said defendants interests, in and to said property in fee simple forever.

3- That this cause will be retained in Court until all the funds are disbursed, as hereinafter stated and the purpose of this proceeding be fully attained.

4- That upon the appointment, qualification and intervention in this cause of a guardian for said ^{minor} defendants, duly appointed

October Term 1919.

and qualified in the County Court of Hamilton County and when said Guardian shall have duly submitted himself to the jurisdiction of this Court, that the money and funds heretofore paid into this Court, belonging to said minor defendants shall be turned over to said Guardian for reinvestment, subject to the approval of this Court, in lands, bonds of the United States of America, or loan on good mortgages on realty.

5- That a reasonable fee for the attorney for the Complainant in the sum of \$20.00; that a reasonable fee for the Guardian ad Litem in the sum of \$1.00; that the defendant, Southern Training School of D. D. A. Inc., shall pay the above amounts aggregating the sum of \$45.00, together with the cost of the cause, for which let execution issue.

W. E. Wilkerson

atly. for Complainant

John B. Hyde

Atty. for Sou. Training School

Silas Williams

Guardian ad Litem

J. L. Stewart

Chancellor

Order allowing L. H. Syllar Clerk & master a fee of 10% or one per cent on all moneys collected and paid out by him

It appearing to the Court that J. B. Marshall former Clerk & master of the Chancery Court of Jones County, Tennessee has collected such fees as he was entitled to by law in a number of cases, and that in these cases there is still the necessity of collecting certain notes and disbursing the proceeds of the same, and that there has been no provision made for compensating L. H. Syllar the present Clerk & master of this Court, for performing these services;

And it appearing that one per cent 1% of the amounts so collected and disbursed would be a fair and just compensation for the said L. H. Syllar the Court is pleased to allow such compensation to him.

and it is hereby ordered, adjudged and decreed that the said L.H. Saylor shall have and collect out of all funds the proceeds of notes executed prior to his coming into office for the collection and disbursement of the proceeds of which there is no provision made to compensate the said L.H. Saylor one per cent (1%) of the amount so collected and disbursed.

This order was made April 21, 1919, and is effective from that date and is entered now for then

T.L. Stewart
Chancellor

Chambers order, To the Clerk & Master Octwood, Tenn. File this bill and notify the defendants to appear before me at Chambers at Winchester Tenn. On Sat. Next the 6th. 1919 at 9 o'clock am. To show cause why injunction should not issue as prayed for in the bill this December the 3rd 1919

T.L. Stewart
Chancellor

W.L. Knowlen et al)
vs) No 544
J.W. Davis et al)

This Cause was heard before ^{the} Honorable T.L. Stewart, on Dec the 6th. 1919 upon Complainants' application for an injunction as prayed for in the bill. Upon the hearing, Complainants moved the Court for leave to amend the bill, the motion was allowed, the amendment presented, and ordered to be filed. Whereupon in view of this amendment, defendants moved the Court for leave to file additional grounds of demurrer, which the Court granted. and it is ordered that an amended demurrer may be filed.

Upon the application for an injunction, the Court is of opinion, and so orders and decrees, that the motion is not well taken. It is therefore overruled and denied for the reasons set out in the Court's memorandum of opinion which, on motion of defendants, is ordered to be filed, and is made a part of the record in this Cause.

W.K. Pope Shepherd for Complainants
" Thomas for defendants

Thompson Court against United Court
in Cases

J. R. Stewart
Chancellor.

CERTIFICATE

-of-

AUTHENTICITY

I hereby certify that the microfilm images contained between the beginning and ending certificates are true photographic copies of the instruments as recorded in the office of the CLERK AND MASTER of HAMILTON County of the State of TENNESSEE and that all retakes contained therein have been properly certified for insertion in their proper sequence.

AUTHORIZED SIGNATURE

CAMERA OPERATOR'S SIGNATURE

James B. Lee

III Chief Deputy Clerk & Master

CAMERA OPERATOR REPORT

ROLL NO.

DATE 8-27-91

TYPE OF WORK FILMED	CONTENTS ON ROLL	COMMENTS
<u>James County</u>	<u>Feb. 1913</u>	
<u>Minute Book</u>	<u> thru</u>	
	<u>Oct. 1919</u>	

FROM THE OFFICE OF Clerk & Master

OPERATOR'S SIGNATURE

Captal Mallin

DEGREES REDUCTION

23x

FILM TYPE

AHU

EXPOSURE #

CERTIFICATE

-of-

AUTHENTICITY

I hereby certify that the microfilm images contained between the beginning and ending certificates are true photographic copies of the instruments as recorded in the office of the CLERK AND MASTER of HAMILTON County of the State of TENNESSEE and that all retakes contained therein have been properly certified for insertion in their proper sequence.

AUTHORIZED SIGNATURE

CAMERA OPERATOR'S SIGNATURE

James B. Lee

Chil Dean Clark, Master

CAMERA OPERATOR REPORT

ROLL NO.

DATE 8-27-91

TYPE OF WORK FILMED	CONTENTS ON ROLL	COMMENTS
Inventories $\frac{1}{2}$	Jan. 1914	
Settlements Bk.	thru	
James County		

FROM THE OFFICE OF Clerk & Master Probate Division

OPERATOR'S SIGNATURE

Cypotol Mallin

DEGREES REDUCTION

22X

FILM TYPE

AHU

EXPOSURE #

74V

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James County Court

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Marshall, S. Edw C & L Howard 1918. Page ¹¹⁴

Monger R. S. settlement ^{with} and an inventory recorded as usual
Monger George P. 104 Page 103
R. S. Monger accounting for Fred & Lillian Monger 129

Marshall J. S. Adams with Will annexed 60487

J. Marshall Adams with Will annexed Pages 1278, 1285.

Marshall J. S. Adams annexed report 133

Mrs. Joseph Sarah & Admiration
Report

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Return
Morgan, W. Report of date 13/11/5-

Prince & Wm. Adams Inventory

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Rogers W.L. Admin report 234

Rois J.M. Admin Page 46

Rhinckart H.O. Inspector ^{Page} 147-559

Rhinckart H.O. Admin
Final Settlement Page 44

Rois J.M. ^{Admin} Inventory of 1848 40

Rogers L.S. Admin Report 96

Smith, G.D. Adm. report - Proj 39, 40, 41, 42, 43.

Stiggins May receipt Page 1045

Report of A. L. Tallant - 400
on page Continued to page 34
Reports of A. L. Tallant 150
Guardians of Carl & Rosa Tallant 150

W. L. HOLDER

CIRCUIT COURT CLERK
JAMES COUNTY

COOLESBURG, TENN., 28 _____ 1910

Report A. L. Tallant Guardian of Minor heirs Rose
Tallant amount that comes into his hand as
funds belonging. Rose & Carl Tallant minor
heirs of Rose Tallant Deceased.

Money in Hamilton Natl amounting to one thousand
(\$1000.00) dollars in cash and interest on that amount
for three years at @ 6 percent amounting to \$180.00.
Making a total of (\$1180.00) Disbursements
nothing no charges at all or for services.

A. L. Tallant. Adm

Sworn and subscribed to }
before me this 28 day Sept 1910 }

Jud. A. Hall Clerk

J. J. Watkins Adm of J. P. Parker & L. H. Adams estate
Report of sale P. 421 3/4) 5-46

Inventory of J. J. Watkins Adm
Page 60

Etta M. Witherson administratrix
of the estate of G. M. Witherson deceased
Settlement of said estate
Pages 3 and 4

Wills Lillis H part settlement page 674-684

Final Settlement of Estate of Charles M. Witherson Deceased
 Executor of the last will of Charles M. Witherson Deceased

To the honorable county court of Macon county Ga

Your clerk has to report that he has taken the final settlement report of the estate of Charles M. Witherson Executor of the last will of Charles M. Witherson deceased and states same as follows,

The said estate of Charles M. Witherson came into possession of all the property of the said Charles M. Witherson deceased and with the exception of a few special legacies all of which have been delivered and what was necessary to pay debts he has taken as the sole devisee under said will

Disbursements

Your clerk reports that the said executor has paid out the following amounts for which he has filed lawful vouchers

Wallace Buggy Co	voucher no 1	22.50
Wallace Buggy Co	" " 2 account	496-
Westside meat market	" " 3 "	1.40
Blue Book Credit Co	" " 4 "	124.83
Blue Book Credit Co	" " 5 "	29.14
Blue Book Credit Co	" " 6 "	19.05
Blue Book Credit Co	" " 7 "	30.95
Blue Book Credit Co	" " 8 "	69.08
John Ganton (E. C. Smith)	" " 9 "	33.50
G. W. Howard & Co	" " 10 "	6.50
W. C. Phillips D. J.	" " 11 "	38.47
B. W. Hall (E. C. Smith)	" " 12 "	32.65
M. Webb M. D.	" " 13 "	2.00
Chattanooga Savings Bank	" " 14 note	100.00
Chattanooga Lumber Co	" " 15 "	32.14
Forney & Co	" " 16 "	16.80
Tom Britto Hardware Co	" " 17 "	143.75
Gite & Green	" " 18 "	22.73
E. M. Bagley	" " 19 "	27.00
E. J. & W. A. Dewees	" " 20 "	2.00
F. Swartz & son	" " 21 "	2.75
Palmer Hardware Co	" " 22 "	3.16
E. Chestnut (E. C. Smith)	" " 23 "	13.50
Miller Bros Co	" " 24 "	58.92
James M. Shaw Co	" " 25 "	7.00
James M. Shaw Co	" " 26 "	10.00
Tom Britto Co	" " 27 "	36.50
Stegall Feed Co	" " 28 "	9.09

Brought-forward

Kritts & Wick Co	29	87.5
W.C. Phillips	30	61.75
Tom Snow Roofing & Heating Co	31	34.0
Glands Kuttrick	32 note	125.00
Glands Kuttrick	32	71.15
Star Box Co	33	12.75
Catawoga Savings Bank	34 note	1755.00
Pennabaker Turley Co	35	20.00
Amos Hooker	36	10.00
Deitgen Bros	37	10.00
Kuxen & Co	38	97.5

She further stated reported that she had notice of a note and in fact the note in her possession, which belongs to H. Johnson for \$30.00 which she is ready to pay as soon as she is able to locate him

J. A. Hall
Clerk

State of Iowa }
County of James }

Before J. A. Hall Clerk of the County Court of James County, personally appeared Edna Witherson, executrix of the last will of G. M. Witherson deceased and made oath that the statements in the foregoing report are true to the best of her knowledge, information and belief

This 17 day September 1914

Sworn to and subscribed before me this 17th day September 1914

J. A. Hall
Clerk

Approved Sept 21 1914
W. B. Howard Chairman

Inventory of the goods & chattels of Solomon Bell.

Money found at Residence	\$45.00
" in Bank Certificate on Bank of Alaska	102.67
Peoples Bank of Sitka	380.00
Merchants Bank of ..	600.00

The following note

1 note dated Sept 3rd 1912 due in 12 mo. after date on J. G. Bell	400.00
1 note on Sam Huggins dated Nov 1st 1913 due 12 months after date with interest	21.00

Livestock

2 Mules 10 or 12 years of age

2 Hogs

4 Head of Cattle

Farming Implements, &c.

1-2 horse wagon

2 buggies

1 set of buggy harness

2 sets of plow gears

1 mowing machine

1 Hay rake

2 Disc Harrows

1 old drag harrow

1 2 horse turning plow

1-1 " " " "

1-1 " " " "

2- Double shovel plows

3- single " "

1- small walking cultivator

1- Corn drill

1- Sythyng cradle

1- man's saddle

1 woman's " "

3- Spools of barbed wire

1- Kit of tools

5 or 6 tons of Hay

Corn 100 or more bushels

200 bundles of fodder

about 7 bu of peas

10 or 12 " " sweet potatoes

and about the same amount of Irish potatoes

1. Anvil - and a few small tools such as
haws, iron shovels & various other small articles

to mention to mention:

House hold goods and kitchen furniture
all the house hold and kitchen furniture
consisting of beds and bed clothing chairs
stoves clock, and in fact all the ordinary
articles used for house keeping, to
mention to mention;

A strict account of all of which will
hereafter be reported: after a sale of the
same has been made:

State of Tennessee

Bradley County

Personally appeared before
me: the undersigned

Anthony J. G. Bell Administrator of the Estate
of Solomon Bell deceased who being duly
sworn deposed and said that the foregoing
is just true and perfect recitation
of all and singular the goods and
chattel of Solomon Bell deceased:

That he has come or should have come
into his hands to the best of his knowledge
information and belief

J. G. Bell
Sworn to and Subscribed
before me: on this Dec 4th
1813:

John P. Hoyle N. P.

to numerous to mention:

House hold goods and kitchen furniture
all the house hold and kitchen furniture
consisting of beds and bed clothing chairs
stoves clock, and in fact all the ordinary
articles used for house keeping, to
numerous to mention;

A strict account of all of which will
hereafter be reported; after a sale of the
same has been made:

State of Tenn

Bradley County } Personally appeared before
me: the undersigned

Anthony J. G. Bell Administrator of the Estate
of Solomon Bell deceased who being duly
sworn deposed and said that the foregoing
is just true and perfect recollection
of all and singular the goods and
chattels of Solomon Bell deceased:

That have come or shall here come
into his hands to the best of his knowledge
information and belief

Sworn to and Subscribed
before me: on this Dec 4th
1813:

John R. Boyle T. P.

Handwritten ledger with columns of numbers and signatures. Includes a signature 'J. G. Bell' and 'Adminstrator'.

712	300
269.50	151
270.74	1095-
226-	
140	
125.0	
15.35	
26.00	
13.75	
69.00	
13.50	
16.00	
12.00	
4.00	
24.00	
24.50	
22.50	
5.00	
33.50	
6.00	
15.00	
180.12	
18.00	

to mention to mention:

House hold goods and kitchen furniture
all the House hold and kitchen furniture
consisting of beds and bed clothing chairs
stove clock, and in fact all the ordinary
articles: used for house keeping, to
mention to mention:

A strict account of all of which will
hereafter be reported: after a sale of the
same has been made:

State of Tenn

Bradley County

Personally appeared before
me: the undersigned

Authority J. G. Bell Administrator of the Estate
of Solomon Bell deceased who being duly
sworn deposed and said that the foregoing
is just true and perfect inventory
of all and singular the goods and
chattels of Solomon Bell deceased:

That had come or should have come
into his hands to the best of his knowledge
information and belief

J. G. Bell

Sworn to and Subscribed

before me: on this Dec 4th

1813:

John B. Boyle N. P.

J. G. Robinson
deposited 25 1811
proved 12 21 1814

J. H. Robinson and wife

2.88
2.88
70.76

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Account of Sale Solomon Bell's Est⁷

recount of sale and report of personal property of Solomon Bell deceased, made by J. G. Bell Administrator of the said Estate on this the 2nd day of January 1914

Articles	(Purchaser)	(Price)	(How Paid)
Corn &c	Sam Sims	\$ 30.00	Cash
" " " "	W H Davis	20.50	"
Various small articles	different parties	49.20	"
	Total	99.70	

For an itemized account of various small articles, under \$5.00 see itemized account filed as Exhibit hereto.

Also the following notes due 12 months after date

W. R. Barnett for Corn	\$ 23.30
Arthur Bartlett for various articles	12.40
Hugo Krauff " Hay & Hay	42.08
Ed. Humphries for 1 Hay &c	18.30
Jim Hodgins 1 small &c	91.55
Joe Cloutier Hay &c	7.05
Francis Neal Wagon & Harness	25.25
Joe McAnis Cattle &c	111.00
A. P. Rose mowing machine	15.60
Francis Hughes Hay &c	42.35
J. G. Bell Household articles	17.70
W. Bell " " "	13.60
John Foyetz Bed, Clothing & Bureau	5.45
W. R. Barnett Hay & fodder	23.32
Jess Davis wheat drill &c	21.50
James A. Spear 1 small	90.00
Bob Stearns Cow & loaded wire	21.02
Total of notes	581.37
Grand total	\$ 691.07

Inventory hereto filed of all the notes and cash on hand, including bank certificates amounts to

Making grand total of all the available assets of the personal Estate of said Solomon Bell deceased that came or should have come to the hand of the Administrator \$ 2210.04

State of Texas
Brazos County

Personally appeared before me
The undersigned Authority

J. G. Bell Administrator of the Estate of Solomon
Bell deceased, who being duly sworn depured
and said that the foregoing is a just true
and perfect inventory of all and singular the
goods and chattels of Solomon Bell deceased
that have come or should have come to his
hands to the best of his knowledge information
& belief.

J. G. Bell
Sworn to and subscribed before me: on this
the 21st day of January 1914:
John B. Hoyle
M.P.

Guardian Settlement of W.H. Crow, Esq.

Outturn from: Oct 15th 1913:

Guardian Settlement of W.H. Crow
 Guardian of Flora Tillery and W.S. Tillery
 Showing the Amount from last Settlement into
 his hands as guardian of said Flora Tillery
 and the said William S. Tillery
 Amount from last Settlement due William
 S. Tillery.
 interest on same at 6%
 B

\$776.50
 46.59
 \$823.09

Disbursements

Bonds
 Paid County Court Clerk

\$10.00
 1.00
 \$11.00

But due said ward

\$812.09

Amount due said ward Flora Tillery from
 last settlement
 interest on same at 6%
 (Disbursements)

\$697.65
 41.85
 739.50

Total

March 1st 1913: for clothes

\$25.00

Oct 1st " " "

30.00

" " " " Bonds

10.00

" 15 " " Amount allowed W.H. Crow \$370

17.50

" " " " County Court Clerk

1.00

Total Disbursements

139.50

But due ward

\$600.00

Paid to said ward Flora Tillery Oct 15th 1913 ad due.

\$600.00

The Guardian of said Flora Tillery would respectfully
 show unto the said Court that his said ward is now
 21 years of age; and that he has made complete
 settlement with said ward paying her all moneys
 due her & filing receipts with the County Court Clerk
 for same & would respectfully ask the Court
 to release him from any further service as Guardian
 of said party.

W.H. Crow Guardian

Sworn & Subscribed before

me March 4th 1914:

S.L. Lovell J. Court Clk.

Approved: Settlement and released
 in regard to Flora Tillery the March

4th 1914

W.H. Howard Clerk

James M. Lewis Guardian

Condensed Reports of James M. Lewis Guardian of Myrtle: Frances Shirley Hester & Harry Eldridge
 Showing amounts of former reports destroyed by fire in the burning of the Court House

1909 No. One
 Aug 2 Amount received \$245.95
 " " 1910. interest on 225.45 \$13.53
 Total 259.48

1909 Disbursements
 Aug 2. by Clerk fees 4.00
 " 3 " Myrtle Eldridge receipt fees 15.00
 " 2¹⁹¹⁰ " Clerk fee 1.00
 " 2 " Allowance to Guardian 10.00
 Total \$30.00
 To bal 228.98

No. 2.
 Aug 2 - 1910: Amount on Hand \$228.98
 " " 1911. to interest on \$228.98 to Nov 14th 1911 11.62
 " " " " " 178.98
 Total \$240.60

1910 Disbursements
 Nov. 14 - By Myrtle Eldridge, 20.00
 " " Shirley " 10.00
 " " Harry " 10.00
 " " Frances " 10.00
 1911
 Aug 2. Clerk fees 1.00
 Allowance to Clerk 10.00
 Total 11.00
 Balance \$179.60

1911 No. 3.
 Aug 2. To Amount on Hand 179.60
 " " 1912 " interest 179.60 }
 " " " " " 139.60 }
 Total 9.52
 198.12

Disbursements
 Feb. 28 By Shirley Eldridge, 20.00
 " " Hester " 20.00
 Aug 2 - 1912 Clerk fees 1.00
 Allowance to Clerk 5.00
 Total 46.00
 Bal 142.12

1912 Report No: 4
 Aug. 2. Amount on Hands 14312
 " " 1913 interest on 14312 858
 Total \$15170

1913 Disbursements
 July 24 ^{1/2} By in full to Myrtle Caldwell & Head \$19.09
 Aug 2 " Cess fee 100
 " " Allowance to Guardians 500
 Total 20.09
 Bal. \$13161

Report No. 5.

1913
 Aug. 2. Amount on Hands 13161
 " " 1914 " Interest on \$13151 789
 Disbursements 208 13950
 1914
 Aug. 2. Cess fee 100
 " " Allowance to Selus 500
 600
 13350

I James M Lewis
 Certify that the within reports are true
 and correct: This Aug. 2 1914
 James M Lewis
 Sworn & Subscribed to Guardians
 before me Aug 2 - 1914
 County Clerk

A. P. Garville Adm^r.
vs.

Savannah Smith etc }

Be it remembered that this case coming on to be further heard was heard upon the Report of A. P. Garville Administrator which report is as follows He has collected the following accounts

Proceeds of sale	\$332.43	\$ 332.43
collected from Albert Davis		100.00 (75.90)
" " Alford Moyer		42.18
		450.51

and has paid out the following accounts

Burial Expenses	60.40
Years support to widows	99.50
Expenses for Caring for Estate before sale	16.75
Paid for cries & tolls of sale	7.00

\$178.65

271.86

He has in his hands uncollected }
the following

Claim against Arthur Biggs for \$7.00
against which there is a set off of
\$5.00 leaving a bal. of 2.00

Claim against Jate Sims for 30.50 against
which there is a set off of \$27.50 leaving a
balance of \$3.00

Claim against W. F. Dugan
for \$37.23 against which there is
a set off of \$15.00 leaving a bal. of 22.23

Amount due Harry Davis Estate from
Jack Gross Adm. of James Davis Est 39.57

There is also an account against
Warner and Owen Davis which has
heretofore been reported as 114.68 but
which should be \$115.08. However, the
account heretofore allowed to the clerk in favor
of Jack Gross Adm. for \$384.02 is for the
use of said Warner and Owen Davis
and hence said deb. of \$115.08 should be
satisfied by crediting it on said claim
of 348.02

And there is also a debt of \$32.00
against Jack Gross Adm. which

however should be satisfied by crediting
it on the claim allowed in his favor
for

*18493
Respt. Submitted

A. P. Grumble

And said report being heard and fully }
understood by the Court and not } Admin
being excepted to in all things. }
Confirmed the compensation of said Adminstrator
is paid at \$100.00 which amount he may deduct
from the cash in his hands and pay the
balance or \$171.84 to the clerk of this Court

And it appearing that the set off reported
by the Administrator in favor of Arthur Biggs
Jay with Sims and W. F. Dugan are claims which have
heretofore been paid in this cause and allowed by
the clerk the same are allowed as set off against
the amounts due from them to the estate and
the Administrator will collect from each of them
the balance shown to be due by said report
and pay the same over to the clerk of this
Court. It is further decreed that the debt against
Warren and Anna Davis for \$115.08 as reported by
the Administrator be satisfied by crediting the same
on the claim of \$348.02 heretofore allowed in favor
of each Gross Administrator having said claim 26894
and the debt of \$3200 against each Gross Admin. be
satisfied by crediting the same on the claim of
184.93 heretofore allowed in favor of said each Gross
Admin. having said claim \$182.93

And it appearing that there is due from said
each Gross Administrator \$3259, being the interest
of Harve Davis in the estate of James Davis it is
ordered that the Administrator collect the same and
pay it to the clerk of this Court

And it appearing that the clerk
has or will have under this decree the following
amounts in his hands.

Amount of cash received on said Sales	26698
" to be paid in by Admin	17886
Amount to be collected and paid in by Admin	6682
Total	51261

Coltman
~~Chattanooga~~

Tenn., October 15, 1913.

GUARDIAN SETTLEMENT of W. H. Crow, Guardian of Flora Tillery and W. S. Tillery, showing the amount from last settlement into his hands as Guardian of said Flora Tillery and the said William S. Tillery.

Amount from last settlement due William S. Tillery \$776.50

Interest on same at 6 per cent 46.59

\$823.09

Disbursements for said ward:

Bond \$10.00
 Paid County Court Clerk 1.00 11.00

Balance due said ward \$812.09

Amount due said ward, Flora Tillery, from last settlement, ~~and with cash~~ \$697.65

Interest on same at 6 per cent 41.85

\$739.50

Disbursements for said ward:

March 1, 1913, For clothes \$25.00
 Oct. 1, 1913, " " 30.00
 " 1, 1913, " Bond 10.00
 " 15, 1913, Amount allowed W. H. Crow as Guardian for 3 years 73.50
 Oct. 15, 1913, County Court Clerk 1.00 139.50

Balance due said ward \$600.00

Paid to said ward Flora Tillery Oct. 15th 1913 - 600.00
Balance due 0.00

The Guardian of said Flora Tillery would respectfully show unto the Court that his said ward is now twenty-one years of age and that he has made complete settlement with said ward, paying her all moneys due her and filing receipts with the County Court Clerk for same, and would respectfully ask the Court to release him from any further service as Guardian of said party.

Sworn & Subscribed
To before me: March 4th 1914
W. H. Crow
lydn.
S. L. Lovell
County Court Clerk

Settlement of J. S. Marshall Administrator		
with its will annexed of the estate of A. M. Halligen Deed		
showing the amount that came into his hands from said estate		
of A. M. Halligen and the amount paid out by him		
Dec 4 th 1911 amount from sale of land in accordance with will		
was	7,667.50	
Interest of certificate of deposit Oct 7 th 1912	22.94	
from fund loaned to High School '13	50.00	
Total amount	8,340.44	
Disbursements		
To W. E. Witherson atty fee Jan 12-1912		25.00
Notes of Sale out in James county June 12-12-11		11.40
Taxes for year 1911 April 1 st 1912		4.00
Expence and fees & commission to Admin with will annexed		70.00
To W. E. Witherson atty. July 30/1914		5.00
To Trustee for Howardsville School fund		50.00
Court Costs		14.00
Total amount Disbursed		139.40
Showing a total amount collected by J. S. Marshall Admin with will annexed	8,340.44	
paid out		139.40
Balance hands of Admin		7,001.04

State Term } Before me S. L. County Clerk Personally appeared
 James county } J. S. Marshall Administrator with will annexed
 who makes oath in due form of law that the
 foregoing settlement is true & correct to the best of his
 knowledge & belief this July 30 1914

Sworn and subscribed
 to before me July 30 1914
 S. L. Lowell Clerk

J. S. Marshall Admin

This should have been recorded by S. L. Lowell but he
 having failed to do so. It was recorded by Geo. A. Hall Clerk
 on the 9th day Sept 1914

Geo. A. Hall Clerk

Inventary of Sale of Personal property of Cynthia Davis estate
 Sold by Administrators May 31/1914

5' Feather Bed & Pillars 21 Quilt & Coverlets 1 Trunk to To John Davis	25.00
1 Kettle to Malhi Davis	10
1 Sewing machine to Malhi Davis	25-
1 Table	10-
1 Feather Bed " Mrs Micheli	25-
1 Stool " John Allen	25-
1 Looking glass " Mr Wolf	75-
1 Bureau & Book Case to W. H. Keury	25.00
1 Buggy " Mary Davis	12.00
1 set of Buggy harness to James Wolf	1.25-
Total	\$427.50

State of Tenn. } Before S. L. Lovell County court clerk of said
 James County } County appeared B. H. Davis one of the administrators
 of said estate who made oath in due form of law that
 the foregoing inventary of sale is true and correct to the
 best of his knowledge & belief

This 3rd day June 1914

B. H. Davis & J. J. Davis administrators

Sworn & subscribed to before me this 8 day June 1914

S. L. Lovell cl

Supplement inventary of the estate of Cynthia Davis Deca
 filed by the Administrators B. H. and J. J. Davis Sept 3rd 1914
 Received from Bank of Oatman. Guardian of Cynthia
 Davis Cash \$6145.70

State of Tenn. }
 James county } Before me S. L. Lovell County court clerk
 Personally appeared the administrators of said
 estate who made oath that the foregoing supplement
 inventary is true & correct This Sept 3rd 1914

B. H. Davis & J. J. Davis administrators

Sworn to before me Sept 3rd 1914

S. L. Lovell
 Clerk

Recorded by J. A. Hall clerk Dec 9 1916

1915 Report of James M. Lemoie Guardian for Minor heirs of

Maggie Eldridge Deced	125 ⁰⁰	
Aug 2. 1914 Account on hand	138 ⁵⁰	
" 18 Interest	8 ⁰¹	
	142 ⁵¹	
Credit		5 ⁰⁰
Balance on hand 1915 - Aug 2 end	134 ⁵¹	
By Clerk's Fee		1 ⁰⁰
	135 ⁵¹	
Allowance Guardian		50 ⁰⁰
Balance	105 ⁵¹	
March 19 By infult Payment of Shurley Eldridge		50 ⁰⁰

Respectfully Submitted

James Lemoie
Guardian

Jan 1910 - W H Brown Esq of Williams & Gilley

Due Ward on last Settlement	812.89	
Disbursements for said Ward		
Bond		10.00
Paid said Ward the following		
Jan 12 1910		10.00
" 14 1910		5.00
Feb. 12 " "		5.00
May. 22 " "		21.00
July. 21 " "		10.00
Nov. 10 " "		15.00
Nov. 15 " "		10.00
Nov. 24 " "		2.00
Dec. 24 " "		15.00
" "		2.00
Total		

Final Settlement G. J. Lewis Admin estate W. Lewis Deed
at a Decorum court held and held in court house in Callwell on Dec 25 1914

21

in the matter of G. J. Lewis administrator of the estate of W. Lewis Deed
to the honorable county court of James county

begs to report that he has taken all personal property of the said W. Lewis Deed
in hand and makes this his final settlement of the estate of W. Lewis Deed
and states same as follows the said G. J. Lewis came into possession
of all the personal property of the said W. Lewis Deed and has paid all debts
amounting to \$2500.00 of the said W. Lewis Deed and has paid all debts
against said estate as follows 1000 receipts from D. L. McAdam for 39.75
Funeral expense and 1000 for leaving a balance of 1400.25
to be divided between him and his brother H. J. Lewis the only heir in said estate
and a receipt is hereby filed by H. J. Lewis for his half of the remainder of personal
property in said estate

State of Tennessee }
James County) Before me J. O. A. Hall clerk of county court
G. J. Lewis administrator of the estate of W. Lewis Deed and
made oath that the statements in the foregoing are true
to the best of his knowledge information and belief
this 23 day Dec 1914
G. J. Lewis admin

sworn to and subscribed to
before me this 23 December 1914
J. O. A. Hall

Final Guardian Settlement - L. W. H. Halman Guardian

Zara Monger minor heir of Monger Deceased.
 Showing the amount of money coming into his hands
 and the amount of Disbursements
 Received D. L. Lovell Clerk
 Dec 10th 1914

433.68
 34.19

Interest $\frac{433.68}{34.19}$ 9 months

28.50

17
 696.47

Disbursements

Paid to County Clerk \$100
 " " H. C. White & Co 4.00
 allowance to guardian 15.00
 Total 20.00

Balance Due ward

676.47

Paid Zara Monger

676.47

W. H. Halman would respectfully show to the Court
 that his said ward Zara Monger is now 21 years old
 and that he as Guardian has paid her the full amount
 of the money due her as per receipt filed he further
 petitions the Court that he and his bondsmen be
 released from further service in regard to same

This January 10th 1916 -

W. H. Halman

State of Tenn. Before Jus. a. Hall County court clerk for
 James county } James county and the State before said
 personally appeared W. H. Halman Guardian
 who made oath in form of law that the foregoing
 Settlement is true and correct to the best of his knowledge
 and belief

W. H. Halman

Sworn & subscribed to
 before this Jan 16th 1916 -

Jus. a. Hall
 Clerk

Final Settlement of J. S. Bell admr of the estate of Solomon Bell Deceased

Made by J. S. Bell admr of the estate Solomon Bell Deceased April 20th 1915

Inventory heretofore filed \$ 22,10.64
 Interest on sale notes 34.55
 Interest on all other notes 35.75
 Making a grand total of all available assets of the personal estate of said Solomon Bell Deceased that come or should have come to the hands of the administrator 23,20.94

Date	Description	Amount
4/20 14	J. E. Thatch atty. fee	20.00
5/9	C. C. Cooper Register for recording deed	70.00
5/20	S. L. Lowell County court clerk	50.00
1/24	C. C. Wittenburg Trustee Taxes	17.75
1/19	J. A. Handlow Timb Rucker	15.00
1/7	J. J. Marshall clerk + master	3.00
6/20 1913	Sam Hodgins per labor	1.30
1/20	D. A. Standfield clerk at sale	1.20
1/20	J. J. Whitcomb crying sale	2.10
1/17	R. C. Fisher Baling hay	93.00
1/4	Repps printing co bill of sale	1.50
1/22	E. J. Blair Medical Services	1.00
1/6	Smith + Marshall Funeral expense	30.50
1/17	Walter Gray labor	1.20
	Paid to the heirs	127.29
1/22 14	Callie McCall	5.00
6/13	" " " " "	50.00
10/21	" " " " "	50.00
12/8	" " " " "	25.00
1/10 1910	" " " " "	25.00
2/15	" " " " "	25.00
3/9	" " " " "	21.37
	Total paid and in full	246.37
6/22	Mrs. E. J. Green	100.00
1/19 1910	" " " " "	100.00
3/9	" " " " "	46.37
	her interest in full	246.37
7/14 1914	Mrs. M. E. Bell	100.00
1/20 1910	" " " " "	100.00
3/13	" " " " "	46.37
	her part in full	246.37

Over

Continued from page 23

6/22	1914	J. W. Bell		100.00
1/28	1915	" " "		120.42
3/9	"	" " "		<u>259.45</u>
		Total paid J. W. Bell		244.37
6/1	1914	J. S. Bell		
		Credit on note		200.00
3/13	1915	J. G. Bell		<u>46.37</u>
		In full		244.37
		Paid W. D. Bell heirs		246.00
5/2	1914	Walter Gray		25.00
1/20	1915	" " "		25.00
3/13	"	" " "		<u>11.59</u>
		Total paid Walter Gray		61.59
7/3	1914	Frank Gray		25.00
1/20	1915	" " "		25.00
		Total paid Frank Gray in full		<u>11.59</u>
3/13	1915	Clara Gray	in full	61.59
		There is in my hand for Alma Gray		61.59
		Alma Gray is due her interest		61.60
4/29	1914	Mabel Foster		33.33
1/20	1915	" " "		33.33
3/9	"	" " "		<u>19.46</u>
		Total paid Mabel Foster in full		82.12
4/29	1914	Grace Hodge		33.33
1/20	1915	" " "		33.33
3/9	"	" " "		<u>19.46</u>
		paid in full to Grace Hodge		82.12
		Administrator postage & Stationery		3.
		Walter Wilson is due her interest and in my hands \$82.12		
		allowance for administrator for services as administrator		100.

Sworn and subscribe to
before me this April 2nd 1915 -

J. H. Atwell
clerk

J. S. Bell settlement continued

and having paid all the heirs and filed receipts from them ^{4, 8, 13} ~~of~~ except
 Mattie Wilson \$2.13 Receipt filed
 and Alma Gray \$1.60 Receipt filed
 he prays to court to release him and his bondsmen he did plead
 it is therefore ordered by the court that he and his bondsmen be
 discharged except as to the amount due Mattie Wilson and Grace
 Hodge and when he files receipts from them showing he has paid
 them will be discharged in total

W. H. Howard

Chairman

J. M. a. Hall
 Clerk

J. S. Bell this day filed receipts from Mattie Wilson and
 Alma Gray for their interest in said estate and is hereby with
 his bondsmen released and for nothing further held
 this May 7 1915

J. M. a. Hall Clerk

Received of J. S. Bell admr of Solomon Bell estate My Rec \$1.50

Attest May 27 1915 W. H. Howard Chairman going county court

Annual report of Judge Marshall Guardian
of Carol E. and Arthur L. Howard

Balance drawn said wards as shown by settlement	1500	
Interest from May 4 - 1914 to May 3 - 1915 @ 4%	96	
	<u>1596</u>	1596

Disbursements
Cash & value furnished by Mrs. Horne Howard
mother of said wards for their support
and maintenance for the year May 4 1914
to May 3 - 1915

Clerks settlement for	100	
Renewal bond, American Surety Co of New York	1000	
Guardian allowance by Court	3000	4000
Bal due said wards		15000

This May 3 - 1915

Jud. Marshall
Guardian

Approved May 11 4 1915
W H Howard Chairman

Afyon Linnæe J. P. Johnson Genl
 June 17 1915 - guardian of Elizabeth M. Johnson

Report of J. P. Johnson guardian of Elizabeth M. Johnson

Amount on hand last report	2085.39	
Interest from last report up to June 17 1915	19.96	
Received from Guaranty Trust Company since last report	24.50	
	2540.65	
Amount expended since last report		
Bond		15.00
Taxes		19.50
Dentistry		5.00
To J. G. Schalk & Co		99.50
tuition for music to Miss Callie Fitzgerald		4.60
..... Grace Nelson		13.80
tuition to Miss Anna Yarnell for Literary school		1.25
Guaranty Shoe Co		2.25
C. D. Smith dress goods		2.24
Miller Bros " " " " " "		12.50
Loveman Co " " " " " "		10.00
Cora Marshall " " " " " "		12.71
		157.05
Balance		2382.60
	2540.65	2540.65
Balance	2382.60	

Inventory of P. A. Henry Adm of J. M. Henry's estate

1 note		161.00
1 "		100.00
1 "	Deaf	1168.
1 "		2019
1 "		1500
1 "		5400
Cash on hand		62.00
1 certificate of deposit		1000.00
1 lot corn about 40bu		
105 bales of hay		
1 pair mules		
1 milk cow		
2 head of hogs		
1 two horse wagon		
2 Sugges		
1 cart		
1 mow & 1 plow		
1 hay press		
1 lot farming tools		

Sworn to and subscribed before me
 Jno a Hall County Court Clerk of James Co.
 P. A. Henry
 Jno a Hall Sen

Account of sale of P. A. Henry Adm of J. M. Henry

P. J. Padgett	5 pitchforks	170
S. P. Runyan	1 "	50
L. A. Carter	1 hole digger ⁴⁰ & hammer ⁴⁰	120
S. P. Runyan	Picks & Cart hook	05
W. L. Holder	1 Brinly's 2 pick reaper	200
P. J. Padgett	1 pale stretcher	05
S. P. Runyan	2 shovels	70
W. L. Holder	1 hole digger & stretcher	20
Earl Holder	1 adz	25
W. L. Holder	1 Bar	35
P. J. Padgett	4 hoes	25
W. M. Farmer	1 hoe & rake	25
W. C. Biggs	1 "	35
J. W. Pratchard	1 "	35
John Ray	2 "	25
John Haven	1 saw	90
"	1 ax	60
Earl Holder	1 "	75
Claude Davis	1 wagon sheet	325
W. L. Holder	1 bunch leads	30
John Haven	1 Stone	110
S. P. Runyan	1 pt scaler	230
Harold Beavers	1 Bell	75
John Banther	1 by the Cradle	255
W. L. Holder	1 saw sets	150
John Lovell	1 wire stretcher	120
John Haven	1 " "	200
"	1 frow	25
Harold Taliaferro	1 hot tool	60
John Haven	1 rope	40
W. L. Holder	1 Cart	1500
L. W. David	1 Buggy	650
Louis	1 "	3300
J. H. Ray	1 pole	250
John Haven	1 garden flood	125
Jim Beavers	1 plow beam	10
Claude Davis	5 sides meat	1775
John Haven	1 pair	2150
"	1 Oats	1107
W. C. Biggs	2 mules	32000
W. H. Henry	1 pt harness	25
Runyans	1 " "	20
W. M. Farmer	1 " "	15

H.B. Roy	1 set plow	10
C.C. Hansen	1 " "	50
Tom Smith	1 " "	40
W.L. Holder	2 pr S. Chains	10
" "	1 log chain	95
John Hansen	1 " " ⁴⁶ plow	136
S. H. Henry	1 plow stock	35
W.L. Holder	1 " "	100
John Hansen	1 " "	25
Frank Lewis	1 harrow	50
J. D. Roddy	1 pr chains	10
John Hansen	1 sled	75
W.L. Holder	1 cultivator ¹⁹⁵ harrow 200	350
W.C. Biggel	2 plows	60
B. Hanson	1 pr hitches	30
W.C. Biggel	1 corn drill	350
W.H. Holder	1 harrow	150
T. J. Holder	1 Disc harrow	20.00
John Howell	1 hay rake	23.00
W.R. Smith	1 mower	35.00
W.C. Biggel	1 set harness	14.00
W.H. Holder	1 " "	300
H.P. Lewis	1 " "	425
B. S. Monger	1 pr lines	275
L. P. Remyan	1 hitch pin	30
Jim Hansen	1 halter	1.00
H.B. Roy	collar pad	1.05
Charley Talispass	1 coal	40
W.C. Bigg	1 set hogs	2.10
E. D. Roddy	1 set corn & R. R.	20.10
Earl Holder	1 wagon	37.00
B. S. Monger	1 set chicken	1.00
B. S. Monger	1 set roosters	15.45
Marion Adams	1 " hay	6.00
John Patton	1 " "	14.67
O. L. Cope	1 " "	21.00
J. M. Roy	1 " "	17.10
W.L. Holder	1 " "	11.20
"	1 set axes	92
Davis	1 set flour	100

Personally appeared before me J. A. Hall County Court Clerk
of James County Tennessee P. A. Henry who makes
oath in due form of law that the account of sales of
the effects of J. M. Henry dec'd as submitted is a
true and correct report of said sale.

This July 26 1911

J. A. Hall Clerk

Account of Sale of W. L. Davis adms estate North Adams Mass

W. L. Davis	1 keifer	20.75
"	1 bow	25.00
H. M. Betts	" covered	7.50
W. L. Halder	"	9.00
"	"	5.25
H. M. Betts	"	8.00
W. L. Davis	"	2.75
"	"	26
W. L. Halder	"	25
Jacobs W. Davis	"	30
H. M. Betts	one quart	6.25
Mrs Mary Davis	"	5.00
W. L. Halder	"	3.25
"	"	2.25
Mrs Lillie Betts	"	2.50
"	"	4.00
H. M. Lewis	" has	15
Luther Davis	" quart	1.00
S. S.	"	2.75
S. S.	"	1.00
Mrs Lillie Betts	"	2.00
"	"	2.25
"	"	1.75
W. L. Halder	"	12.50
Luther Davis	"	50
"	"	25
Mrs S. W. Davis	"	20
W. L. Davis	"	12.50
Mrs Lillie Betts	"	1.75
W. L. Davis	"	80
Mrs Lillie Betts	" covered	1.25
H. M. Betts	"	1.50
Mrs Mary Davis	" bed	21.00
Mrs Lillie Betts	"	12.00
H. M. Betts	lot of corn fruit	50
W. L. Davis	" fruit bare	100
S. S. Davis	" trunk	25
Mrs Lillie Betts	"	35
John Williamson	" bag	30
"	" bell	30
"	" bed & bed	50
"	"	25
Luther Davis	" blanket	35

W. L. Davis	one table	65-
" "	" " Dish	10
Mrs. S. W. Davis	" " Bucket	1.40
Tom Smith	" " Dozen jelly glass	15-
" "	" " 1/2 D	65-
Mrs. S. W. Davis	8 glass jelly	50
" "	" " "	20
J. B. Davis	one lot glassware	1.05-
Tom Smith	" " Dishes Paid	30
H. M. Davis	1 lot Dishes	110
" "	" " Pots	30
Luther Davis	one table	18
H. M. Bellis	" " lot bars	25-
Luther Davis	" " bucket	75-
W. L. Davis	" " bar	10
Luther Davis	3 chairs	15-
H. M. Bellis	1 stew kettle	15-
Mrs. S. W. Davis	1 skillet	20
" "	1 Baker	20
W. L. Davis	one lot of corn @ 75c @ per @	20
Palp Davis	" " lot	20
amount of cash on hand at time of death		65.00

Personally Before me this 22nd County Court Clerk of James
County Tennessee S. W. Davis admr of the estate of Martha Davis Decd
who make oath in due form of law that the account of sales
of the effects of Martha Davis Decd as submitted is a
true and correct report of said sale

This left 22 day 1915

J. W. Hall Clerk

Settlement of A. L. Yallant-Edm

Report of A. L. Yallant- Guardian of Carl & Rosa Yallant
 Minors heirs of Rose Yallant-Deced
 Amount that come into his hand belonging to said Minors
 in Hamilton with V. K. \$1,000.00 dollars and interest for
 years on same making a total \$1,180.00 in his hands at
 the date Disbursements nothing and charges
 for services Signed A. L. Yallant-Edm
 leaving in his hand this date \$1,180.00

Examined and subscribed to
 before me the 28 day Sept 1915

Jos A. Hall Clerk

Inventory of W. L. Rogue Administrator of J. P. Rogue's Estate

2 Mares Worth	175.00
1 Mule	100.00
1 year old Calf	40.00
1 horse	60.00
5 head young cattle	75.00
2 Milk cows	40.00
3 Calves	15.00
15 head of hogs	50.00
1 Wagon and Hack	15.00
1 Binder and 1 wheat Drill	20.00
1 Corn Drill	3.00
Plows & other farm tools	15.00
Machinery in all	\$800.00

TO THE WORSHIPFUL COUNTY COURT OF JAMES COUNTY, TENNESSEE:

The undersigned, Lizzie H. Carroll, Administratrix of the estate of Lucy A. Brumit, deceased, begs leave to report as follows:-

I was appointed administratrix by this court on January 19th, 1915 and immediately thereafter took into my possession and control all the goods, chattel, claims and papers of said estate. The only assets of said estate which came into my hands or of which I have been able to learn were fifteen (15) promissory notes of Summah Land & Improvement Company in the sum of Two Hundred Fifty (\$250.00) Dollars each and a small amount of household furniture which, after due advertisement, I sold for the sum of One and 59/100 (\$1.59) Dollars, all of which is respectfully submitted.

L. H. Carroll

Administratrix.

STATE OF TENNESSEE)
 {
COUNTY OF HAMILTON)

Lizzie H. Carroll makes oath in due form of law that the foregoing inventory and report is true to the best of her knowledge, information and belief.

Sworn to and subscribed before
me, this 7 day of November, 1915.

L. H. Carroll

W. H. Phillips
Notary Public.

To the worshipful County Court of James County, Tennessee

35

The undersigned, Lizzie H. Carroll Administratrix
of the estate of Lucy A. Kermit, Deceased, begs leave to report
as follows

I was appointed Administratrix by this County Court
on Jan 19th 1915 and immediately thereafter took into my possession
and control all the goods, Chattels Claims and papers of
said estate. The only assets of said estate which came into
my hands or of which I have been able to learn were fifteen
(\$15) promissory notes of Sumner Land & Improvement Company
in the sum of two hundred fifty (\$250.00) dollars each, and
and a small amount of household furniture which after
due advertisement I sold for the sum one and 1/2 (\$1.50)
dollars, all of which is respectfully submitted

Signed

Lizzie H. Carroll

Administratrix

{ State of Tennessee }
{ James County }

Lizzie H. Carroll makes oath in due
form of law that the foregoing
inventory and report is true to the best of her knowledge
information and belief

Sworn to and subscribed before
Me. this 2 day of November, 1915. J. Phillips

Notary Public

Bank of Oatcrank-Guardian

bondued report of Bank of Oatcrank-Guardian of Helen Millman and Kate Brum Minors heirs of Arch Brum. Deed to the Honorable Chairmen of the James County Court of James County, Tennessee.

We beg to report as follows in case of estate of Brum heirs.

Money on hand Settlement - Dec 8 1913	1867.52
Six percent on same one year	91.25
	<u>1958.77</u>

Disbursements as follows
 To Mrs Bessie Keys for use of children 4000
 Administrator fee 702.60
 Yct on hand Dec 8 1914 1012.60

1867.52

All of which is respectfully submitted

Bank of Oatcrank
 By Hunter Church Cashier

Dec 8 1915

To the Hon Chairmen of the James County Court of James County Tennessee

We beg to report as follows in case of estate of Brum heirs

Money on hand Settlement - Dec 8 1914	1867.52
Six percent interest - on same one year	91.25
	<u>1958.77</u>

Disbursements made as follows
 To Mrs Bessie Keys for use of children 67.50
 fee to Administrator 23.75

1912.60

Yct. on hand Dec 8 1916

2067.52

All of which is respectfully submitted in case of Oatcrank
 Hunter Church Cashier

Guardian Settlement of Jennie Baker

Report of Jennie Baker Sdn of John and also Samble receivers		
Nov 14 1914	received from Cart-	17.00
.. .. .	blanket fee	2.00
.. .. .	Tax for 1914	5.30
Feb 13- 1916	# Spools of wire @ \$125-	7.50
"	Shingles	25-
Nov 10 ..	Pair shoes for Leo	2.00
.. 18	Hose	25-
Dec 18 ..	Other shoes	50
.. 22 ..	blanket	25-
Jan 10- 1916	one suit of clothes for John	5.50
May 19	1 Pair shoes John	1.70-
Oct- 10	hat cap	25-
Nov 10	2 shirts	50
Oct- 14	Overalls	1.65-
Jan 3 1916	blanket fee	1.00
Guardian fee		10.00
1915	Corn crop not recd	17.00
Payment of same this Dec 29 1915-		
Jennie Baker Sdn		
Subscribed and sworn to		
before me this Dec 29 1915-		
J. D. Smith J.P.		

Settlement of G.M. Baker Acc for Hasket Baker for acc. for 1915		
Jan 18 1915	half socks	10
Feb 23	Shoes	2.00
"	Stockings	10
March 4	Cap	50
April 24	Staw Hat	15
" 20	Hat	1.00
May 7	Overalls	50
" 21	Shirt	20
Oct 11	undersuits	1.00
" 11	Stockings	32
" 16	Halfsocks	10
Nov 1 st	Shoes	2.50
" 30	Cap	50
Dec 4	Overalls	75
" 14	Halfsocks	30
" 16	Stockings	11
" 24	cloth	6.50
my charge at Guardian Court - cast		5.00 1.00

Sworn and subscribed
to before me this Dec 27 1915
J. D. Smith J. P.

Statement of Personal Property of b. D. Smith, deceased.
By J. R. Smith, adm.

39

As found at time of death Oct. 6, 1915.

cash in Hamilton Trust & Savings Bank	2615.11
Stock of goods at Apison invoiced at	1500
Due from W. D. Ziegler on stock of goods in Chattanooga	450.98
Lumber cut and stacked at saw mill 40,000 ft.	
One milk cow and 3 yearlings	
one range	
one organ	
one set dining room chairs	
one dresser	
one safe	
one oil stove	
one iron bed sted	
one wardrobe	
two tables	
one iron safe	
two notes each for \$600.00 signed by F. H. Dowler and secured by vendors lien on real estate	

Date of last purchase	Name	entire amount
Sept. 24, 1909	Wm. Bennett, doubtful	75.17
May 10, 1910	Sam Reed very good	38.43
Sept. 14, 1914	F. H. Boffee by minor boy at time of purchase	9.42
March 15, 1913	W. E. Scruggs don't know	16.45
April 30, 1910	Ed. Schradler doubtful	78.17
Sept. 6, 1915	A. L. Hurrett Good	79.82
Aug. 10, 1909	G. W. Davis doubtful	98.08
May 8, 1913	Lee Bates very good	69.33
Sept. 18, 1909	Joe Lengly no good	72.23
Aug. 14, 1915	Geo. Richardson very good	37.76
June 10, 1908	A. J. Marler doubtful	16.91
May 25, 1915	John Marler good	23.25
Dec. 21, 1910	Nick Marler very good	14.40
Apr. 3, 1915	Leonard Lawson can't say	89.31
May 21, 1910	Jean Phillips doubtful	34.11
Jan. 14, 1910	M. R. Parks good	690
May 17, 1915	Sam Jones good	22.00
Sept. 6, 1915	Alvis Tarrett good	4.15
Apr. 17, 1911	Ed. Humphrey doubtful	108.07
Apr. 16, 1915	A. H. Parkerson	2.60
Aug. 5, 1915	Jim T. Adgins very good	39.28
Oct. 17, 1913	R. S. Helm bankrupt	21.21
May 18, 1915	Mack Walker doubtful	128.02
Jan. 30, 1915	Bliss Gains gone away	15.26

Date of last Purchase	Name	entire amount
Nov. 28, 1912	David Campbell good	3.51
Sept. 25, 1915	Bert Linnva doubtful	281.90
July 24, 1915	Mrs. Ella Zimm doubtful	14.80
Aug. 8, 1915	Lewis Thomas good	17.10
Aug. 25, 1915	James B. School Board good	2.85
Oct. 29, 1915	A. L. Barrett good	41.16
" " "	Oscar Coffee good	79.65
Oct. 5, 1915	Henry Stafford good	30.58
Apr. 21, 1915	Sam Hudgin doubtful	31.61
June 15, 1915	H. A. Stansell guess so.	24.84
Sept. 2, 1915	Delano Hall good	46.47
June 12, 1915	Henry Lands doubtful	7.25
Aug. 24, 1915	Joe Smith good	85.11
Aug. 31, 1915	Jim Neely don't know	44.46
July 24, 1915	Will Lengly good	21.24
Aug. 15, 1915	John Brock very good	152.8
Aug. 2, 1911	M. B. Korts he says incorrect	3.80
March 23, 1914	A. J. Rose by minor boy	24.33
March 19, 1911	Robert Fisher partnership	102.29
	H. N. Hyatt dead	9.17
Oct. 17, 1913	Henry Nichols doubtful	67.20
Apr. 26, 1911	Robert Stephens doubtful	38.42
Sept 10, 1912	John Wooten do't doubtful	20.74
June 14, 1908	E. P. Wilhoit doubtful	6.55
Aug. 29, 1909	John White doubtful	64.19
June 19, 1908	John Ware doubtful	72.60
July 1, 1915	W. R. Evans good	27.32
July 22, 1910	John Clayton doubtful	29.56
Sept. 9, 1915.	Jim Brown good	27.80
May 10, 1912	Alex Smith doubtful	18.82
Apr. 16, 1914	Albro Williams good	28.05
May 25, 1912	Billie Bridges doubtful	3.27
Apr. 11, 1912	J. D. McNely doubtful	14.68
March 25, 1915	Will Nyson	11.25
Oct. 25, 1915	Taylor Stafford doubtful	53.53
Nov. 23, 1914	Mrs. M. B. Walker doubtful	60.12
Aug. 25, 1915	E. W. Banks doubtful	11.75
Apr. 24, 1915	Sam McShee good	1.72
Oct. 2, 1914	Chester Sims good	1.76
Sept. 30, 1915	W. F. Byrns doubtful	110.64
Sept. 1, 1915.	Sam Hallender doubtful	128.92
Oct. 3, 1915	R. H. Wilson & son good	6.15
Apr. 6, 1915	John Wilson doubtful	2.19

Date of last purchase	Name	entire amount	amount
Sept. 6, 1915	Henderson Hatch	very good	6.10
July 28, 1915	Berry Pierce	very good	29.05
Aug. 26, 1915	J. R. Land	doubtful	29.71
Feb. 17, 1915	Lester Arms	doubtful	4.17
July 28, 1915	Rev. Abner Stensell	good	4.91
Sept. 29, 1915	Ed Phillips	good	10.40
July 16, 1915	J. R. Wimpie	good secured by D. H. Hays	6.53
Sept. 15, 1915	R. A. Bidden	good	15.56
Feb. 26, 1915	H. Oldham	doubtful	1.00
Nov. 11, 1915	E. P. Bryden	good	7.31
Feb. 22, 1911	Walter Longly	very good	11.03
Aug. 4, 1909	B. H. Hooper		15.45
Dec. 24, 1909	W. P. Wilhoit	doubtful	34.12
June 13, 1908	M. M. Argo	doubtful	32.95
June 25, 1915	Harrison Bramblett	good	15.31
May 28, 1915	Dan Hains	good	11.20
July 21, 1908	Lee Bartlett	doubtful	5.55
Dec. 21, 1909	L. E. Mickle	doubtful	20.68
July 26, 1915	Dolph Camp	good	6.34
June 13, 1909	Walter Ware	don't know	2.24
Nov. 13, 1913	W. F. Hooper	dead	98.13
Sept. 20, 1909	J. E. Elliott	doubtful	26.48
June 15, 1908	S. R. Haynes	doubtful	85.55
Jan 3, 1911	H. J. Humphrey	doubtful	15.25
Sept. 6, 1915	M. S. Hains	doubtful	1.70
Aug. 5, 1915	Linn Sims	good	19.89
June 16, 1908	E. S. Haynes	doubtful	9.98
June 15, 1908	Lee Hughes	doubtful	22.98
Nov. 12, 1912	Jesse Vann	dead	20.21
June 15, 1909	W. J. Kelso	"	15.40
June 16, 1908	Jack Jones	"	29.90
Oct 4, 1909	Elizabeth Lewis	"	20.91
Dec, 12, 1909	Ben Lane	"	39.22
July 17, 1915	Livi Lewis	doubtful	25.90
June 17, 1908	Robert M. Shew	doubtful	10.88
June 17, 1908	J. N. McShanthy	"	17.29
" " "	Bill Morgan	"	6.65
" " "	J. D. Neal	"	27.88
" " "	E. J. North	"	23.65
" " "	A. G. Phillips	"	61.30
June 30, 1916	A. K. Poe	slow	57.74
June 17, 1908	Sam Swares	doubtful	15.72
" " "	L. W. Ray	"	24.67

Date of last purchase	Name	entire amount	amount
June 17, 1908	J. R. Roberts	doubtful	20.53
" " "	George Roach	"	13.27
Apr. 28, 1910	W. Handy	dead	19.44
June 18, 1908	H. J. Schraden	doubtful	8.75
June 15, 1910	William Stephens	doubtful	6.78
June 18, 1908	Berry Smith	"	22.51
" " "	R. G. Shell	"	9.16
Mar. 19, 1910	Allen Scruggs	"	2.00
June 22, 1908	Oscar Riddle		28.43
Dec. 10, 1910	John Bartlett		13.90
June 15, 1908	Robert Reed	doubtful	15.91
Feb. 15, 1913	John Reed	doubtful	9.64
Aug. 31, 1908	Chas Thatch	"	9.55
Aug. 26, 1908	Fayette Thatch	"	7.76
Aug. 10, 1913	Jim Wilson Jr.	very good	7.35
Sept. 8, 1911	Fred Williams	very good	5.26
Jan. 12, 1912	Clifford Lawson	don't know	25.35
June 22, 1908	John Keef	doubtful	4.08
Mar. 25, 1910	Tom Clark	doubtful	5.93
Aug. 19, 1911	Alfred Phillips	"	16.82
June 22, 1908	Arthur Bartlett	"	35.90
Oct. 7, 1909	Wheeler Blair		65.68
June 22, 1908	Ed Anderson		7.83
" " "	Lish Duckett		25.20
" " "	Granville Huffaker		7.44
Mar. 21, 1910	Dub Hughes		2.91
June 22, 1908	H. B. See		34.92
" " "	S. J. Maroon		3.56
" " "	Ephraim Massingale		4.60
" 28 "	Mathis Parkerson		16.85
" 23 "	John Howard		20.85
" " "	Walter Smith		8.35
" " "	W. G. Riddle	doubt.	6.48
Apr. 6, 1910	Frank Nelson	"	71.78
June 24,	Taylor-bare	"	3.08
Mar. 30, 1910	Lee Bartlett	good	9.51
Sept. 25, 1908	W. R. Knight	doubtful	2.00
Apr. 6, 1910	H. B. Scygina	"	20.25
Mar. 12, 1909	A. R. Jones	"	16.26
Mar. 9, 1909	J. J. Swagerly	"	10.20
Nov. 28, 1909	Winnie Blair Jr.	"	1.76
Mar. 23, 1909	Lucius Bryden		5.00
Dec. 21, 1911	L. E. Mickle		20.09

date of last purchase	Name	entire amount
Aug. 6, 1914	Ed Fisher	3.31
May 29, 1911	Jim Lawson	48.73
Aug. 10, 1910	P. D. Quinn	28.03
Aug. 28, 1910	Geo. White	2.30
May 18, 1909	G. S. Phillips	1.80
July 23, 1910	Haskell White	7.25
June 15, 1911	Harary Roach	7.97
Dec. 11, 1910	H. M. Garrett	24.91
June 14, 1911	James Wilson Jr.	6.85
Jan. 17, 1910	W. H. Menzies	1.50
June 17, 1911	Frank Baldwin	doubt 3.70
May 28, 1912	Tom Bullinder	doubt 1.00
Mar. 1, 1915	Mrs Mary Huckabee	good 17.10
July 17, 1915	Will Trice	good 20.77
July 5, 1912	W. W. Swisher	doubtful 4.08
May 20, 1914	Chas. Steele	doubt know 1.48
May 17, 1912	Frank McNeely	doubt 3.89
Feb. 22, 1913	Chester Davis	doubt 6.50
Apr. 11, 1914	Frank Humphrey	good 6.50
Sept. 16, 1915	Miss Ella Justice	good 3.30
Aug. 15, 1915	Dock Wooten	doubt 12.20
Nov. 21, 1913	Harley Stephens	doubt 4.75
Aug. 12, 1915	J. N. Hanks	good 2.22
June 26, 1915	Mrs Lucy Curtis	good 5.38
Feb. 23,	J. Dave Whittle	doubtful 15.38
Nov. 5, 1915	Bert Snow Ware	good 3.35
Mar. 13, 1914	J. E. Phillips	good 27.00
Oct. 5, 1915	George Millins	very good 28.75
Apr. 8, 1914	Bill Phillips	doubtful 3.50
Dec. 12, 1914	Fayett Whittle	" 6.70
July 2, 1915	J. V. Lenta	good 1.00
Dec. 10, 1915	Mr. Curtiss	very good 1.05
Oct. 2, 1915	J. F. Stansell	" " 5.65
Nov. 19, 1915	H. J. Pease	good 3.76
July 27, 1915	J. D. Argo	doubtful 5.20

J. R. Smith Adm. of Estate of G. D. Smith
 Received

I swear to and subscribed to before me this 3. Jan. 1916

John. C. Hall
 Clerk.

Statement of A. L. Rhinehart - Adm'r
of the estate of G. B. Rhinehart - Deceased

Funeral expense paid	\$ 110.00	
L. Marshall acct-	18.85	
J. B. Smith admr of the estate of G. B. Rhinehart Deed	26.42	
E. N. Land acct	11.50	
J. S. Bell acct-	4.80	
Paid to the heirs the following		3432
D. A. Rhinehart-		6935
" " " " " "		5000
" " " " " "		2510
Paid Lulu Rhinehart-		50.00
" " " " " "		96.66
" " " " " "		23.33
" " " " " "		66.66
" " " " " "		32.32
" " " " " "		69.31
Total Paid Lulu Rhinehart-		260.30

A. L. Rhinehart - admr fee ^{to 100.00}
 " " " " " " his share 245.31

Due Lulu Rhinehart 51.76

Due D. A. Rhinehart 96.78

Due A. L. Rhinehart - his share 96.78

Jan 15 1916 Received from
 A. L. Rhinehart - admr of the estate
 of G. B. Rhinehart - estate the sum
 of eighty one & 78 cents - this is my part
 of the G. B. Rhinehart - in full this is full
 payment
 Lulu Rhinehart 51.76

Received of A. L. Rhinehart - admr of the estate of
 G. B. Rhinehart - estate ninety six dollars & 78 cent this is
 my part of the estate in full & the last payment

Received from the G. B. Rhinehart & D. A. Rhinehart 96.78
 estate ninety six & 78 cent - in full of all the interest
 that is due from the G. B. Rhinehart - estate
 and ask to be discharge from any further
 obligation this Jan 15 - 1916 96.78

A. L. Rhinehart
 Adm'r

Inventory of Sale of W.F. Rains estate
By J.M. Rains admr of W.F. Rains estate

Sam Mcbane	corn sheller	1.25
G.W. Rains	turning flow	10
G.W. ...	thresh box	40
G.W. ...	drag harrow	2.00
G.W. ...	thresh box	40
W.F. Rains	scrap iron	1.50
W.F. ...	" "	25
Jim Williams	clock iron	25
G.W. Rains	shales	3.60
Kittie Rains	cupboard	25
Kittie ...	table	10
Kittie ...	looking glass	1.00
Kittie ...	saddle	2.25
J.J. Mcbarnack	1 mare	3.15
J. ...	1 box corn 51c bu	3.25
Jim Willard	2 horse collar	50
J.J. Mcbarnack		50
G.W. Rains	cutting harrow	1.00
G.W. ...	1 mow & rake	1.45
G.W. ...	1 wagon	1.35
G.W. ...	1 mare	4.60
G.W. ...	1 rake	2.60
G.W. ...	1 set shop tools	3.20
G.W. Rains	scrap iron	1.10
G.W. ...	scrap file	30
Jim Williams	scythes & cradle	50
Auto. Boards		25
G.W. Rains	15 plows	60
W. St. Wagon	Broad ax	10
G.W. Rains	scrap iron	1.10
G.W. ...	grindstone	10
G.W. ...	scrap iron	85
G.W. ...	turning flow	30
G.W. ...	single flow stack	45
John Halder	scrap iron	12
G.W. Rains		20
Sam Malone	1 cow	14.00
G.W. Rains	1 cow	22.50
J.W. Davis	1 cow	23.00
Sam Malone	1 heifer	15.00
Bill Norman	1 heifer	16.00
W.F. Rains	1 red calf	4.00
Lee Fuller	7 head cattle	127.50
Cash on hand		5.2

14.00
22.50
23.00
15.00
16.00
4.00

the cattle brought

Report of Hunter Tucker Guardian of
 Lucie Robinson Feb March 29 1916

Report of fund coming into his hand amounting \$506.80

To the clerk of the County Court of Garver County, Ottawa, Tenn
 Dear Sir - As guardian of Lucie Robinson, minor,
 I wish to report as follows: - The Principal sum received and
 on hand April 2nd 1918 was \$506.⁸⁰ interest paid to
 Mrs M. C. Garden for keeping said minor for the year ending
 April 2nd 1919 - \$31.³⁶ Principal sum on hand at this
 date April 2nd 1919 - \$506.⁸⁰ Hunter Tucker Edw'

Witnessed and subscribed before
 me this 13 day 1919
 J. W. Hall Clerk

Report of R. S. Moyer Adm of May Fed. & Lillian Moyer

Amount on hand at interest	900.00	
	<u>54.00</u>	
	954.00	
Charges as follows for use of wards clothing & schooling for annum \$12.00 each		36.00
Services as before		<u>15.00</u>
Balance on hand	900.00	51.00
4th 1914 interest	<u>54.00</u>	
	954.00	
Charges clothing schooling one year \$12.00 each for annum		36.00
Services as before		<u>15.00</u>
Reverts fee		57.00
		<u>1.00</u>
Leaving in my hands	900.00	103.00

Sworn to and subscribed before me this 15th day December 1916
 Jno a Hall Clerk

Final Accounting and Settlement of W. H. Crow Sdn
Guardian Wm. H. Lillery

Due Ward on last settlement 8/20		\$12.09	
Disbursements for said Ward			
for Bond			10.00
Jan 12 1915	Check		10.00
" 14 "	"		5.00
Feb 12 "	"		5.00
May 22 "	"		20.00
July 21 "	"		10.00
Nov 10 "	"		15.00
" 15 "	by Receipt - Flora Lillery		10.00
" 27 "	Check		2.00
Dec 24 "	Check Wm. Lillery		15.00
" 24 "	"		3.00
Allowance Guardian Service			1.50
to clerk fee			1.50
Total charges		121.50	\$121.50
paid said Ward		\$49.09	
		69.59	
		00.00	

Sworn and subscribed to
before Me the 25 day Jan 1914 W. H. Crow
J. W. A. Hall Clerk

The Guardian of said Wm. H. Lillery would respectfully show
unto the said Court that his said ward is now
21 years of age and that he has made complete settlement
with said Ward paying him monies due him and
filing receipts with the county court clerk for same
and would respectfully ask the court to release him
any further service as Guardian of said party
W. H. Crow Guardian

Approved settlement and released
in regard to Wm. H. Lillery
Approved Jan 26 1914
W. H. Howard Chairman

W. H. Brown Guardian of William S. Yillery
 Due Ward an last settlement - \$812.09

Disbursements for said ward

Bond		10.00
Paid Ward the following		
Jan 12 1915		10.00
" 4 "		5.00
Feb 12 "		5.00
May 22 "		20.00
July 21 "		10.00
Nov 10 "		15.00
Nov 15 "		10.00
Nov 25 "		2.00
Dec 26 "		15.00
" " "		3.00
Total		105.00
for service	25.00	
Clark	1.50	
Paid to said ^{ward} Jan 25 1914		680.59

The Guardian of said William S. Yillery
 would respectfully show unto the court that
 his said Ward Ward is now twenty one
 years of age and that he has made com-
 plete settlement with said ward paying
 him all moneys due him & filing receipts
 with the county court clerk for same
 and would respectfully ask the court to
 release him from any further services
 as Guardian of said Party Ward
 Sworn and subscribed W. H. Brown
 to before me Jan 25 1914. John
 Jus. A. Hall clerk

Inventory of Personal effects of Y. L. Beard by Walter & Martha Adams

One lot of empty fruit jars
 One lot of ground pepper
 281 cans of fruit more or less
 30 cans of pickled beets
 6 cans of lard
 150 pounds of flour more or less
 One lot of tie soap
 Four gallons of linseed oil more or less
 Four bedsteads and springs
 One folding lounge
 One set of chairs
 Two chests
 One book case
 One Bureau
 One center table
 One wash stand
 One sewing machine
 One graphophone and records
 One shot gun
 Two clocks
 One lot of beeswax
 One ice box
 One pair of dehorn clippers
 One well bucket
 fifty-one quilts
 Six blankets
 7 feather beds
 19 pillows
 2 sofa pillows
 3 shawls
 One range stove and vessels
 One kitchen cupboard
 One dining table
 2 small tables
 Kitchen furniture and table ware
 One barrel churn
 One side board
 One trunk
 One center table
 One refrigerator
 One cot
 One no. 5 Millburn wagon
 One mowing machine
 1 no. 20 Oliver trawling plow left hand

3 double plows
 2 cultivators 14 tooth
 laying off plow
 sizing cradle
 camble corn drill
 4 sacks of fertilize
 15 head of cattle
 1 double shute corn sheller
 1 pair balancer
 13 head of stock hogs
 1 sow and pigs
 1 fat hog
 300 bushel of corn more or less
 1 lot of wheat
 1 lot of hay
 1 pea huller
 1 fan mill
 1 lot of lumber
 1 lot of boards
 1 lot of fence posts
 1 hock and harness
 1 reversible disk plow
 1 Tangles disk harrow
 1 buggy and harness
 1 M^s Cornick binder
 1 hay rake
 3 head of work mules
 2 milk cows
 1 lot of chickens
 1 lot of quinness
 1 lot of potatoes
 1 hand cart
 1 wheel barrow
 1 large kittle
 2 small kittles
 3 wash tubs
 2 cross cut saws
 1 hand saw
 1 brace and bits
 1 wheat drill
 1 sub soiler
 4 gallons of sorghum
 1 wagon jack
 2 single plows

1 set of iron wheels
 2 block and tackle
 4 sets of plow gears
 3 biddles
 2 wagon fains
 1 wire hammer
 3 pitch forks
 2 madders
 1 pick
 3 shovels
 15 stands of lines

311

R. J. Wilson due bill \$31.25 doubtful
 Tom Guthrie due bill \$25.00 doubtful
 George Boyd's note \$15.00
 Two notes on N. Fryer and
 S. H. Hissom for \$150.00 each
 with a credit of \$125.00
 John Shiton note \$57.80
 with a credit of \$10.00
 Thomas Lowe note \$18.39 no good
 J. M. Harvey Balance due on note
 \$9.50 doubtful
 C. J. Rogers note for \$350.00
 W. L. Holder note for \$200.00
 F. M. Lowery and Jessie balance
 on note \$3579.83
 H. Michaels note for \$17.00
 Ray Bombas note balance due \$10.00 doubtful
 W. P. Burns note \$5.00 doubtful
 Cash on hands \$228.00
 Other things too numerous to mention 100

Inventory of Sale of J. D. Brown estate
By W. L. Holder & Miss. R. Shirley Adams

Wire stretchers + chain. Jim Lowe. paid. R.S.M.	2.25
subsoil plow. Jim M. Daniel paid	.25
junk Bill Miller paid	.40
Hole diggers crow bar. Dike Eldridge paid	.75
One horse turner. W.S. Hall	2.75
Shovel hoe fork. Stevens paid	.75
Two forks. brain	1.00
junk. brain	.80
Briar hook. b.M.S. Daniel paid	.75
Maddock and pick. Dike Eldridge paid	.70
stretchers. Jim Lowe paid R.S.M.	.35
One hatchet. Will Bailey	.50
junk. brain	.55
Hames. Stevens paid	.80
One pile of junk Bailey	.45
One pile of junk Bill Miller	.50
Two plow handles John Havens	.15
Iron wheels and axe Shelton	.30
Four roll wire Wilkey	.25
One plow Tom Holder	.75
Oliver subsoil plow Shelton	6.25
Roofing Albert Henson	1.00
junk Bill Miller	.10
One Kettle b.M.S. Daniel	.60
One Kettle John Cross	.25
One Kettle H. Fairbanks	1.85
Tubs Joe Whitlow	.55
Dehorner M. Wolf	3.25
One well bucket H.B. Roy	.45
One can oil A.S. Johnson	3.25
Four grind stones H. Dickerson	.40
junk Dike Eldridge paid 50c	.25
one can John Parks	.15
One saddle Pockets Earl Holder	.45
junk Bronz	.40
One can of lard 15c per lb. B. Miller	7.20
Half bushel Morgan	.35
Tubs John Shelton	.05
Basket Cross	.25
Four bucket and basket J. W. M.S. Daniel	.80
One (B) axe J. W. Cross	.60
junk John Shelton	.20
Iron sack of flour Bronz	6.10
land per parcel 1 1/2 @ Bronz	

lard per pound	15¢ Benz	
lard per pound	15¢ Benz	
lard per pound	15¢ Benz	
lard per pound	15½¢ Sam Denham	
one soap	Larosa	2.25
Two soap	Fairbanks	25
B. Oil	Mat Long	25
One meat cutter	John Shelton	21.50
Hams per pound	20¢ four hams Benz	
Hams per pound	17¢ Three hams Trusty	
Hams per pound	16½¢ Parks balance	
Shoulders	13¢ per pound Two Trusty	
Shoulders	12½¢ per pound four Parks	
Shoulders	11½¢ per pound Parks balance	
Side meat per pound	13¢ four Mat Davis	
Side meat per pound	13¢ Jim Roy balance	3.33
foes per pound	10¢ one Joe Whittow	1.60
foes per pound	5¢ Bill Miller	2.35
junk	W. B. Sloan	.40
Scrap meat	Galaferra W. Holder	.90
One Binder	R. S. Manger	99.00
One wheel drill	L. H. Syfar	1.75
One corn drill	J. A. Riggs	10.00
Mowing machine	Shropshire	20.00
cultivator and junk	Shelton	3.85
one plow stock	Luther Baley	.70
One plow	M. Wolfe	5.50
One double plow	Earl Holder	1.50
One double plow	Earl Holder	1.75
Double tree	W. A. Robinson	.50
One Disk Harrow	Will Carson	22.50
Harrow	Will Robinson	1.20
Hay rake	John Shelton	18.50
Fan mill	Brain	5.50
Pea Huller	Price Banther	15.25
One buggy and harness	Bannon	24.00
one wagon	Hall	35.50
One cow sheller	L. M. Roy (W. S. Nutter)	12.75
eleven head of cattle	Ed Robinson	137.00
Corn per bushel	76¢ Bishop 100 bu.	
One lot of lumber	per thousand \$7.00 L. Baley	
Wheat per bu	\$1.40 Mat Long	
two mules	L. Whittsburg	37.60
one black mule	John Shelton	1.75

One young jersey cow	Boffer	42.00
One jersey cow	J. N. Smith	58.00
one hack	Tom Morgan	35.50
red top hay per hundred	80x Shelton 60 Bales	
red top hay per hundred	80x Shelton balance	
clover hay per hundred	90x Bishop	
baled oats per hundred	61x Price Panther	
fodder per hundred	1.75 Bishop	
One feather bed	Brong	10.50
One feather bed	Amos	12.15
One feather bed	Brong	14.00
One feather bed	Trusty	13.00
One feather bed	Trusty	15.05
One feather bed	Mrs Shelton	19.00
one quilt	A. S. Johnson	4.50
one quilt	Trusty	5.50
one quilt	Robinson	4.00
one quilt	L. S. Stone	6.00
one quilt	Mrs. Kate	7.00
one quilt	Trusty	1.75
one quilt	Trusty	3.55
One ^s bureau	Tom & Clark	5.10
One ^s side board	Tom & Clark	10.10
candle molds	Tom Clark	10
cushion	Earl Holder	1.50
one quilt	W. L. Hall	2.00
One quilt	W. L. Hall	2.00
one quilt	Mrs. Kate	3.00
One quilt	L. M. Daniel	2.10
One spread	Tom Shirley	2.70
One quilt	Trusty	.50
one quilt	Jim Oliver	.50
one sheep skin	Tom Shirley	1.25
one quilt	Tom Shirley	2.60
One quilt	Oliver	1.55
one quilt	John Smith	.50
one quilt	Hall	.60
one bed spread	Will Baly	3.00
One quilt	Brong	.30
Two pillows	Leon Stone	2.55
one quilt	Leon Stone	2.00
One quilt	Tom Brady	1.50
one quilt	Leon Stone	1.00
Two pillows	J. J. Shirley	1.95

one quilt	W. L. Hall	95
one spread	Trusty	3 50
one quilt	W. L. Hall	2 10
one quilt	Brong	1 00
one bolster	Trusty	1 85
one quilt	J. J. Shirley	2 65
one quilt	Leon Stone	1 25
one quilt	J. J. Shirley	1 15
one quilt	Trusty	1 25
one bolster	J. J. Shirley	1 65
one bolster	Leon Stone	1 75
one gun	William Burrell	2 00
one quilt	Brong	1 30
one spread	Trusty	2 00
one quilt	Brong	1 10
one quilt	Brong	1 10
one quilt	Brong	1 60
one quilt	Brong	1 25
one quilt	Brong	1 10
one quilt	Trusty	1 40
one quilt	Brong	1 40
one quilt	Leon Stone	1 30
one quilt	Brong	60
one quilt	Brong	1 30
one quilt	Brong	1 60
one quilt	Brong	1 00
one spread	Trusty	3 00
one spread	Leon Stone	2 00
one quilt	Brong	1 15
one spread	Rogers	50
one spread	Brady	50
one blanket	Will Bailey	60
one blanket	Sam Denham	75
one blanket	Brong	1 05
one blanket	Brong	1 50
one sheet	P. L. Rogers	35
one bed spread	Brong	1 10
one tick	Brong	25
one shawl	W. Burrell	30
one shawl	Mrs. Watkins	36
one tick	Brong	65
one robe	J. H. Rogers	80
two table spreads	Brong	1 10
one cloth	Tom Shirley	65

one spread	Shelton	10
one sheet	Bronz	30
one spread	H. B. Roy	70
one piece of red cloth	M ^s Nabb	25
one sheet	P. L. Rogers	40
one sheet	P. L. Rogers	30
one sheet	P. L. Rogers	35
one spread	Bronz	15
one scarf	Trusty	65
Two pillows	Bronz	1 30
Two pillows	Bronz	1 65
Two pillows	Bronz	1 70
Two pillows	Bronz	1 10
Two pillows	Trusty	2 25
Two pillows	brain	1 10
Two bolsters	Bronz	50
Two pillows	brain	2 00
Two pillows	brain	1 10
cloth	Shelton	70
cloth	Trusty	65
cloth	Trusty	1 06
Jewels	Shirley	1 45
Satchel	H. B. Roy	3 00
bolster	Bronz	75
one sacks	Bishop	65
one sacks	H. B. Roy	65
one sacks	Lyde Biggs	70
one pair of pillow cases	Trusty	1 40
one pair of pillow shams	Bronz	10
Two sheets	Bronz	45
Two sheets	Mrs. Saliaferro	40
Two sheets	P. L. Rogers	45
Two sheets	P. L. Rogers	45
Two sheets	H. B. Roy	55
Three sheets	Oliver	80
feathers	Bailey	30
Jewels	H. B. Roy	45
one lb cloth	Trusty	85
one Trunk	H. B. Roy	75
one Trunk	Trusty	2 00
one table	Shelton	91
one racking chair	Roy Robinson	1 85
One pound of junk	Bronz	40
One chest	M. Ball	65

Annual Report of J. S. Marshall Guardian
of Fred and Arthur L. Howard minors

Balance due said Wards as shown by the county court settlement Books May 3rd 1915	1500.00
Interest from May 3rd 1915 to May 3 1916	90.00
	1590.00

Disbursements

Cash and Merchandise furnished Mrs. Flora L. Howard mother of said Wards. for their support and maintenance for year ending May 3, 1916	59.10
Cash for renewal of bond with American Surety Company	1.00
Clerks settlement for allowance to Guardian by Court	20.00
	<u>80.10</u>

Balance due Wards
This May 3rd 1916

1500.00

Approved

J. S. Marshall
Guardian

Assented and subscribed to before
me this 9th May 1916

J. A. Hall
Clerk

Final Settlement of J. Davis & W. D. Blift
Admors

of the estate of L Davis Deed		
Receipts filed May 10 th 1914		
Paid Bank of Chattahoochee in favor of Cynthia Davis from same		596.53
Disbursements to the heirs of L Davis Deed		
J. W. Davis		400.00
Mary E Lane & J. S. Lane		400.00
J. L. Davis		400.00
J. J. Davis		400.00
W. D. Blift		400.00
J. W. Davis		500.00
Lillian Davis	Towell	00.00
Lillian Davis		400.00
Hettie Blift		500.00
J. J. Davis		500.00
Sam Davis		500.00
Mary E Lane		500.00
Deft. Ad. J. S. Lane		100
H. A. Hood		1325
O. N. Davis		300
P. M. Barr for Chattahoochee Lumber Co		600
W. E. Dyer trustee of Hamilton Co		150
H. A. Hood & Co		1500
H. A. Hood & Co		1500
Mrs. N. E. Davis		1000
J. H. Eldridge		300
John Trout & Co Lumber Store		15000
W. M. P. Post & Co		530
J. J. Smith Trustee		3173
J. J. Smith "		135
G. D. Friddell		2500
J. R. McLeese	part funeral expenses	1000
W. E. Dyer	Chapman	14600
J. M. Wheeler		530
Luther D. Friddell		2000
Reuben W. Turley printers		210
H. A. Hood & Co		3340
J. S. Marshall C & M		11425
J. J. Smith Trustee		2374
J. J. Smith "		12954
O. S. Hughes		2500
Gustave Bros		000
W. A. Schoolfield. Atty		7000

J. J. Davis part fee as above	100.00
B. P. Clift " " " " " " " "	50.00
paid for work	30.00
allowed J. J. Davis admr	225.00
B. P. Clift admr	222.00

All of which is respectfully
 J. J. Davis
 B. P. Clift Admors

Sworn and subscribed to
 before me this May 10 1914.

And, A. Hall Clerk
 J. J. Davis & B. P. Clift after settling as the law
 directs in full & filing receipts to cover all that comes in
 their hands beg to be dismissed from duty.

Inventory of all the goods & chattels of J.P. Parker & L.H. Adams Dec
 Oatmeal Term April 11 1910

1 Black Mule	1 Trunk
1 Gray Mule	1 Hoe & Bevel
1 Bay Horse	148 Sicks
1 Buggy & Harness	2 Irons
4 mlt. flow guns	4 Buckets
3 cross cut saws	1 kitchen cupboard
1 Hand saw	1 coffee mill
1 saddle	20 Spoons
1 Hale digger	1 oil can
4 madders	1/2 flour
3 pitch forks	1 oil stone
1 brace & bit	1 wash fat
1 Knives	30 glass jellies
1 square & 1 auger	22 chickens
1 plow	1 Li Brog
1 vice & screw	59 Books
4 turning plows	
1 mowing machine	
1 Hay rake	
2 Ralls chicken wire	
3 Narrows	
2 mowing blades	
2 log chains	
1 scythe & cradle	
7 Hogs	
3 Cows & yearlings	
1 Wagon	
1 corn flouter	
5 small pans & stack	
7 modelling meat	
4 hams & shoulders	
2 legs jaws	
13 milk pans	
1 washing machine	
34 jars jelly fruit	
75 empty fruit jars	
1 sausage grinder	
1 Can lard	
4 Jugs	
3 butter crackers	
1 Churn	
1 safe	
1 Ice Box	
4 kitchen tables	

Inventory of Lists of personal property of J.P. Parker Dead
By J. J. Wilkin & Mr. of J.P. Parker with Will of Mrs L. H. Adams annexed

Apr 27	Ed Robinson	7 bottles		9 100
	Ed Robinson	12 Acres Pasture one season		4000
	Aug Mitchell	9 head hogs		3425
	H.B. Pae	1 horse		2775
	George Cannon	one note		400
	Mr. Hudson	1 Reeper & 1 Cart	Paid	205
	Mr Hudson	Scrap Iron		25
	Mr Morgan	Plow narrow Cultivator		
		Shovel fork maddox wheel		650
	Huston Pae	Barrel paint	Paid	100
	H.B. Pae	22 Chickens	Paid	500
	Jess Stone	1 chest		40
	Mrs McPabb	pret. ware	Paid	15
	Auther Boyd	1 lantern	Paid	10
	Jeff Pretridge	1 feather bed		325
	Leon Stone	1 feather bed	Paid	925
	Jeff Pretridge	2 Pillows		175
	Mrs Huston Pae	2 Pillows	Paid	150
	August Mitchell	2 Pillows		200
	J.A. Kubler	1 feather bed		625
	Mrs. Gate.	1 quilt	Paid	25
	Jess Stone	1 quilt		15
	Mrs Jm. Wilson	1 counter pain	Paid	50
	W.L. Lewis	1 quilt	Paid	30
	Jack Shropshire	1 quilt	Paid	25
	Jess Stone	1 coverlet & lap robe		10
	Auther Boyd	1 sewing machine	Paid	265
	Jack Shropshire	6 Chairs	Paid	120
	A. B. Ball	300 ft. wire netting		255
	Jess Stone	1 tub tub		85
	August Mitchell	1 set chairs		380
	Huston Pae	1 Basket junk	Paid	40
	Huston Pae	1 chair & cushion		25
	Mrs Henson	1 Rocking chair & cushion	Paid	20
	August Mitchell	1 Clock		150
	J.H. Roy	1 Bedstead	Paid	205
	W.W. Walker	1 Bedspread	Paid	90
	Mr. Morgan	3 brooms	Paid	35
	Jess Stone	1 est		65
	Huston Pae	1 case bell	Paid	25
	Jack Shropshire	1 Clock	Paid	110
	John Brown	1 Mirror	Paid	80
	Huston Pae	1 Basket junk	Paid	35

August Mittleke	1	Dresser		3 15-
Mrs. Henson	1	Dresser		2 05-
H. B. Poe	4	Chairs w/ table		70-
Jack Shropshire	1	Matress	Paid	05-
Mrs. A. G. Ball	1	Rocking Chair & cushion		15-
Mrs. Henson	1	bedstead		1 25-
Mrs. Cannon	1	bedstead	Paid	20-
C. G. Ardmore	1	Desk	Paid	10-
Mrs. Lutz	2	books		20-
Jess Stone	1	Bed stud & Spring		2 55-
H. B. Poe	3	Chairs		80-
Mr. Walker	1	matress	Paid	10-
John Robinson	2	knives	Paid	10-
J. H. Stone	1	matress		25-
Mrs. Watkins	1	matress & std	Paid	10-
Mrs. A. G. Ball	1	straw bed		30-
Mrs. Watkins	1	Table	Paid	20-
Mrs. H. M. Webb	1	bowl & pitcher	Paid	40-
Mrs. A. G. Ball	1	broom		25-
Mrs. A. G. Ball	1	square center table		25-
Mrs. M. Webb	1	Wash stand	Paid	50-
Jack Shropshire	1/2	sack flour	Paid	35-
Mrs. Henson	1	Table & caps & dream		1 10-
Ab. Earley	1	spirit level	Paid	80-
Mrs. Watkins	1	Wash bowl	Paid	10-
August Mittleke	1	oil stone		1 10-
John Hall	1	Table	Paid	35-
Mr. C. G. Haly	1	set - books & case		2 70-
Jess Stone	2	Chairs		1 50-
J. H. Roy	1	lone blanket	Paid	1 10-
Mrs. J. L. Cannon		dough board		05-
Mrs. Henson		chest		25-
Mrs. A. G. Ball		washboard & Chambers		45-
Edgar Miller		washboard sack oil & sifter	Paid	15-
Huston Poe	1	set scales	Paid	1 10-
L. L. John	1	dining table		1 50-
Mrs. A. G. Ball	1	trunk & trunk		15-
Mrs. Wilson	1	hatchet	Paid	05-
J. A. Haly	2	dish pans & bucket	Paid	40-
Charlie Robinson		Tool set		1 50-
B. C. Cannon	1	wood saw	Paid	30-
A. G. Ball	1	cross cut saw		10-
L. W. Walker	1	cross saw & box	Paid	10-

Col. Parker	1 dinner bell	Paid	10
Miss Roberson	1 honey bowl	Paid	15
Mrs. H. Stabb	1 honey bowl	Paid	10
Ben. Davis	1 set cup & saucers	Paid	45
Os. Car. Roberson	1 desert bowl	Paid	40
Mrs. Watkins	1 set cup & saucers	Paid	40
Mrs. Gate	2 plates	Paid	10
Mrs. Henson	6 plates		35
Jack Shropshire	8 plates	Paid	30
Mrs. Henson	3 dishes		25
Mrs. Wallin	1 dish	Paid	05
Ed. Miller	2 dishes & egg centers	Paid	30
Mrs. Gate	5 dishes	Paid	10
Mrs. Henson	2 dishes		20
John Hall	1 dish	Paid	15
Mrs. Watkins	Center & preserve dies	Paid	10
Mr. A. G. Ball	1 pieal dish		05
Mrs. Wallin	honey bowl	Paid	05
Mrs. Watkins	5 desert dishes	Paid	10
Mr. Wallin	1 syrup pitcher	Paid	25
Oscar. Roberson	5 dishes	Paid	25
Arthur John	1 set knives & forks	Paid	20
G. L. Beach	2 meat dishes	Paid	25
Mrs. A. G. Ball	knives & forks		15
Jess. Roy	2 dishes	Paid	20
Mrs. Henson	7 goblets		30
Mrs. Gate	4 spoons	Paid	10
John Shelton	Tea spoons	Paid	25
Mr. Wallin	Butter crock & plates	Paid	05
Mrs. A. G. Ball	10 glasses & cup & c		15
John L. Cannon	Bowl & saucer	Paid	10
Os. Car. Roberson	2 dishes	Paid	10
John L. Cannon	Walter cup & c	Paid	15
Mrs. Henson	2 plate & dishes		20
Mrs. Gate	1 Table	Paid	15
Mrs. Kibler	1 cupboard		150
Mrs. Kibler	2 quilts		50
Jess. Stone	2 Blankets		25
Jess. Stone	2 quilts		75
Mr. Kibler	3 coverlets		35
Jess. Stone	3 comitor fins		10
Mrs. J. M. Weston	quilt	Paid	50
Mrs. A. G. Ball	trunk & 14 shells		220

Mrs A. G. Ball	Towels		30
Mrs A. G. Ball	2 table cloths 10 napkins		10
Mr. Stibler	10 pillow cases & scarf		45
August Mitchell	1 lap robe		20
Mrs. A. G. Ball	1 Ches board & men		15
Mr. Wallin	1 stove & vessels		7.00
Geo. Stone	1 Churn		1.36
H. B. Poe	met Lewis Bough		22.90
H. B. Poe	2 legs lame		50
Bough by H. B. Poe	at land		4.15
Charles Robinson	3 wash tubs	Paid	40
Geo. Stone	washing machine		1.26
Geo. Stone	3 gallons vinegar		25
A. G. Ball	1 1st Crockery		1.30
Huston Poe	2 crocks		35
ab Early	2 bases	Paid	10
John Robinson	1 grind stone	Pa	25
Jack. Shropshire	1 dozen glass jelly	Paid	25
Geo. Stone	1 " " " "		25
Geo. Stone	7 " " " "		15
Mrs. Murphy	5 jars preserves	Paid	1.15
John. Hall	3 glasses	Paid	03
Mrs. A. G. Ball	1 sausage mill		75
Mrs. Cannon	1 wine jug		15
Geo. Stone	1 growing cord		75
Mrs. Gate	1 Dozen jars	Paid	10
Geo. Roy	1 doz qt jars	Paid	20
Mrs. Cannon	1 " " "	Paid	20
Ben. Davis	1 " 1/2 gal quart	Paid	20
Mrs. Cannon	1 " " 1/2 gallon	Paid	40
Ben Davis	1 " " 1/2 gallon	Paid	40
Arthur Johns	1 " Cass fruit	Paid	50
Leon Stone	3 Jar Chowchow		25
Ben Cannon	2 Jars preserve	Paid	30
Mrs. A. G. Ball	3 " preserves		60
Mr. Wallin	9 Jars fruit	Paid	45
Arthur Johns	3 Jars fruit	Paid	40
Leon Stone	1 Ice box		50
A. G. Ball	1 safe		25
Jack. Shropshire	1 Baked fruit	Paid	10
Charles Robinson	2 Buckets	Paid	25
Arthur Johns	1 Churn jar	Paid	35
Arthur Johns	4 gallon Jar	Paid	25

John Cannon	2 1/2 gallon jar	Paid	15	
Ben Davis	framing shears	Paid	10	
Mrs A. L. Ball	1 Jar pickles		25	
...	1 Table		05	
H. B. Poe	1 Bunch Red paper		05	
Mr Wallin	12 window shades		1 00	
Mrs. A. L. Ball	1 Box yams & corn sheller		2 10	
Charles Robinson	1 Well bucket & dipper & wash pot	Paid	1 35	
Mr Wallin	1 Post		1 00	
The following is a correct list of notes taken by				
Z. T. Watkins admr of J. P. Parker & Z. H. Adams estate				
1 note	H. B. Poe	1 note	30 40	
Lewis Bunch	1 ..		25 25	
John H. Stone	1 ..		10 20	
G. W. Cannon	1 note		6 00	
L. M. Ball	1 note		12 10	
H. Jeff. Brubaker	1 note		10 10	
G. A. Kibler	1 note		9 00	
August Nuttall	1 note		4 00	
Julius Wallin	1 note		14 30	
Ed Robinson			131 00	
April 22 nd notes				2 94 50
Cash taken at sale				7 40 00
Total amount of sale				368 93
Z. T. Watkins admr				

Sworn and subscribed before April 1901
 J. A. Hall

Final Settlement of Mrs Lillian H Wells administratrix of G.P. Wells Deed

May 18	1147 Amount on hand at last report	341.71
1915	Rec'd on store building to date	256.00
	Cleveland Milling Co for 50 Bushel Wheat @ 1.50 @ Bushel	75.00
1914	90 Bushel Corn @ 90 cents per Bushel	83.21
....	Hay @ 90 per	127.84
....	oats @ 50 per Bushel	7.50
1910	Corn @ 86	223.85
....	1 lot oats @ 1.60 per Bushel	123.00
..	1 .. Hay @ 85 per bale	58.26
..	.. .. @ 90	32.20
1910	Wheat @ 1.30 per Bushel	67.68
	Costs from C.P. to Wells	57.00
..	1914 Collected on W.L. State	7.02
..	on Stone State	25.00
	on M.M. Argo State	125.85

The following is the list of doubtful notes not paid

George Young	19.30
Paul Hedley	11.20
Wm. M. Reed	12.97
Jim Hackett	5.50
J. H. Roberts	6.40
James Lawson	3.60

See Page 64 for Disbursements

Disbursement of Lillie & Wells Admin of S.P. Means Dec'd
 Since last report - March 4 1914

March 21 1914	Paid for wire fencing on the farm	802
Apr 12	Insurance on auto store	600
.. 15	.. .. farm bldgs	1500
May 1	covering crib & smoke house	41 74
July 2	.. for wheat sacks	3 85
Aug 13	.. Baling hay & straw	11 45
.. 10	.. Wire fencing on farm	13 50
Sept 14	.. Roof paint for buildings	12 00
Oct 20	.. Syrup buckets	3 67
Nov 2	.. painting roofs	7 00
Oct 31 1913-1914	.. for fertilizer	12 34
Feb 27 1914	.. for grass seed	24 22
.. ..	Taxes for 1914	103 25
March 4	.. gutter for porch	7 00
.. 24	.. Continental Insurance Co	11 55
Apr 12	.. Insurance on farm bldgs	15 00
Aug 29	.. repair work on store & house	41 45
July 10	.. Wheat sacks	4 00
Oct 4	.. Fertilizer	12 93
.. 2	.. repairing & painting own store	20 00
Nov 12	.. Windows at farm house	3 25
Jan 22 1914	.. for baling hay	10 45
Feb	.. Insurance on farm bldgs	11 15
March	.. Taxes for 1914	116 23
.. ..	.. Insurance on store	17 72
Feb	.. painting on inside store	7 20
.. ..	.. Howard & Co for paint	7 50

Continued from page 56

one bedstead and springs	Brong	13.00
six chairs	H. B. Roy	6.60
one machine	Joe Wilkey	7.00
one box of junk	Joe Wilkey	1.15
one box of junk	J. Hooper	.50
One box of knives	Bob Branch	.65
One box rubbers	b. bofer	.40
One box light	E. J. Miller	1.00
one box junk	Mrs. M. Nabb	.32
One box junk	Brong	.60
One box caps	Will Poe	.15
seed	Fred Roy	.25
One box of thread	L. M. Roy	1.00
one box junk	E. J. Rogers	.20
One lot books	b. bofer	1.25
One lot books	w. f. Poe	.50
Tooth	P. H. Shirley	.65
one chest	Trusty	1.00
Wire cutter	Hans Menger	1.00
one clock	P. Banther	.75
junk	Fairbanks	1.10
one box jelly	John Gross	.80
one basket	Mrs. Robinson	.50
one scales	Charlie Menger	.35
Two vases	W. Scoggins	.40
two cups	Ray Robinson	.35
one lot beans	Poe	1.05
one junk	Mrs. M. Nabb	.20
one lot matches	Bob Branch	.15
one box junk	Fred Roy	.35
one scarf	Ray Robinson	.40
one clock	L. M. Roy	5.50
one phy. pepper	H. Fairbanks	.30
one box fruit	John Gross	1.25
one box fruit	Mrs. Toliafero	1.10
one box jelly	W. Poe	1.80
One box fruit	B. R. Cannon	.75
one box fruit	Brong	2.00
one box fruit	Brong	1.70
two jars fruit	Will Robinson	.70
One box fruit	Mrs. Toliafero	1.55
One box fruit	Brong	1.35
one box fruit	Mrs. Cannon w. P. H.	1.35
one box fruit	Brong	1.45

one box fruit	H. B. Roy	1 75
one box fruit	Sam Denham	1 45
one box fruit	H. B. Roy	1 75
one box fruit	Mrs W. L. H. Garsen	1 55
one box fruit	H. Shirley	2 00
one box fruit	Brony	1 00
one box fruit	Brony	1 05
one box fruit	Brony	1 85
one box fruit	H. Shirley	1 25
one box fruit	W. S. Poe	1 60
one box fruit	Earl Holder	1 35
two box beds	Earl Holder	1 05
one beans per comb # 23	Erain	1 35
one box junk	Poe	15
one bucket nails	John Menger	20
one pumpkin	Poe	30
one gourd	Mrs Ellen Robinson	25
one Disk Dave	Fairbanks	2 65
one shovel antenya	Fred Roy	1 62
one shovel	Sam Denham	40
one table	Brony	1 75
four bee gums 80¢ each	Luthea Bailey	3 20
Indian Relic	Erain	35
one table	Bob Blents	65
one lock	S. W. Davis	60
chain	Shelton	75
bee stand	Jim Burns 2 each	4 40
bee stand	Jack Shropshire 2 each	2 10
bee stand	Earl Holder 4 each	1 25
bee stand	Poe Balance each	2 00
smoker	Pearson	50
five bee stands empty	R. S. Menger 80¢	4 00
bee supply	W. G. Poe	35
one refrigerator	Will Garsen	2 00
one cupboard	I. Robinson	40
wheel and reel	Dick bannon	60
ice Box	H. B. Roy	1 80
one bedstead	Jim G. Guba	1 15
one bedstead	Brony	1 50
one dozen jars	P. L. Rogers	25
one dozen jars	Erain	25
two dozen jars	Isailey	30
one dozen jars	Mrs. Watkins	35
one fly trap	Lowell	10

one coffee mill	A. Boyd	35
one churn	Will Bailey	210
trays	Will Robinson	70
six buckets	Sam Denham	20
one pitcher	B. M. Daniel	65
one pitcher	A. Boyd	15
one lot of plates	Fred Davis	45
bucket	Shelton	85
Bowl	Bob blants	35
Bowls	b. Biggs	20
glass ware	brass	40
glass ware	J. blants	35
Bowls	Bronz	90
Bowls	Mrs. Ball	45
one lot plates	b. Biggs	110
glass ware	b. bofer	30
tin ware	b. bofer	55
one pitcher	Trusty	60
one pitcher	J. A. Rogers	30
plates	Fred Davis	50
glassware	Fred Davis	50
one jar	Watkins	50
Dishes	R. Robinson	15
one jar.	Bronz	30
silver ware	Trusty	100
two knives	B. M. Daniel	75
Dishes	A. Boyd	5
Bowl	b. bofer	35
glass ware	Fred Davis	10
two lamps	Bronz	40
one bucket	Bob blants	25
one bucket	A. I. Watkins	30
coffee pot	A. Boyd	15
skillet	Bronz	60
skillet	Ball	55
one crock	J. barson	15
one box junk	brass	85
one kettle	J. barson	35
one kettle	J. A. Rogers	45
Dish ware	Mat Davis	15
one jar peach butter	Fred Davis	25
one jug	b. Anderson	50
one oil can	Jim Oliver	50
Kittles	P. L. Rogers	25

one box glasses	Pae	50
junk	b. bofers	15
B. Kittle	Mat Long	15
junk	cross	20
jar	Mrs. Taliaferro	15
longs	Will barson	50
Torble	Pae	25
junk	Mrs barson	35
junk	Will barson	10
fruit jars	Mat Long	95
one lantern	A. Henry	25
one lamp	barson	20
junk	A. Boyd	15
scales	Lowell	25
one can	Will barson	10
wash board	P. Miller	15
spread	Ball	10
One table	J. Cross	30
one table	Banther	25
One table	Sam Humphreys	25
one table	Bronz	65
one table and bench	Bronz	225
one stove	Pae	12 00
one cupboard	Will Robinson	475
one lot wire	A. Ball	30
junk	P. Banther	40
jars.	Pae	25
junk	J. Cross	35
one meat box	Shelton W.L.H.	1 00
one lot paint	Earl Halder	1 30
paint brushes	M. Wolfe	90
sprayer	D. bannon	40
junk	J. Shropshire	40
meat cutter	Mrs. M. hall	1 10
junk	Will barson	50
paint brushes	Brain	25
blocks	S. M. Roy	70
two last	Bronz	1 10
junk	J. Shropshire	05
grass cutter	L. Robinson	20
Chain	M. Wolfe	60
saw	b. Riggs	80
beans	J. Shropshire	1 25
luc Wax	J. M. Smith	1 35

paint	J. H. Pae	2.50
So-cart	Tom Halder	7.25
one lot of boards	Pae	2.50
one lot harness	Tom Halder	7.75
one plow harness	H. B. Roy	2.90
one collar	Fairbanks	45
one collar	Claude Roy	80
Pads and collar	M. Wolfe	35
one B. Bribble	Claude Roy	2.60
one axe	gross	40
one lock	Tom Shirley	55
one saw	B. Biggs	1.50
junk	P. Banther	60
junk	Will Carson	10
Tires	H. B. Roy	50
Pitman	Fred Davis	1.00
junk	W. Scoggins	15
junk	Jess Padgett	50
block and rope	Mrs. Ball	2.00
Broom corn	J. Gross	25
Broom corn	A. B. Ball	45
Broom corn	Will Bailey	35
Broom corn	J. Gross	80
sacks	Fred Davis	1.05
one sack of oats	Pae	1.00
Feed	Leon Stone (not paid)	60
Lime	Bill Miller	45
junk	H. B. Roy	25
six cattle	M. Wolfe	21.50
one lot of lumber	H. Halder	1.60
lumber	Bud Gamble	1.50
one lot potatoes	Padgett 1.65¢ per bu.	
one lot corn	G. Bishop per bu. 76¢	
one lot lumber	Earl Halder	6.00
one lot corn	combs per bu. 74¢ - 25 bu.	
one lot corn	Bishop per bu. 76¢ - 75 bu.	
one lot corn	Havens per bu. 72¢ -	
one basin	A. Ball	5.25
one barrel	H. B. Roy	25
Wheel Barrow	B. Cannon	25
one row and pigs	Walter Davis	30.00
one Harrow	Tom Halder	3.75
one lot post	Tom Shirley per piece 13¢ each	
one fat hog	Earl Halder	20

two white pigs	Jess Roy	7.50
two red pigs	Guss Walker	8.50
two spotted hogs	J. H. Poe	8.50
two spotted hogs	Brain	8.00
three pigs	Jess Roy	10.00
one saw mill	Poe	11.00
one stock hog	Walter Davis	11.25
four and half sks fertilizer	B. Lovell	7.00
one lot chicken	Brain per lb. $11\frac{3}{4}$ ¢ 20 hens ^{11¢}	
one rooster	Bronz 10¢ per lb. 12¢ 10 hens	
one lot hens	b. lofer per lb. $11\frac{1}{2}$ ¢ 511 lbs	
one lot (8) roosters	Brain 40¢ a piece	3.20
one boren	b. lofer	.25
two roosters	b. lofer	1.00
lot quineas	Red Gamble	per head 25¢
one lot loose	Poe 11¢	
one lot shucks	B. Banther	1.45
bee supplies	Oliver 10¢ per piece	
one rooster and hen	A. Ball	1.80
lap robe	H. B. Roy	1.25
one sack salt	John Shelton	.75
four hens	B. Whittenburg	3.20
Two roosters	Fred Watts	2.00
Bridles	B. Whittenburg	3.20
four roosters	A. Poe	4.00
Embel wheel	Brain	1.80
one collar	J. Shirley	.25
one lot bee gums	Burns	1.05
one lot bee gums.	R. S. Manger	1.05
one madder	B. M. Daniel	.25
	Brain ⁴ ¢ 16	
92 lbs. $11\frac{3}{4}$	H. Poe	
one lot sacks	L. M. Roy	.70
two hens	Guss Manger	2.30
S. fender	H. Poe	.25
paid by Roy Robinson	\$2.95	
Clifford Fryer paid	15	

List or inventory of J. J. Watkins Adm. estate of J. P. Parker Dec 77

1	Wagon	J. Wallin		590
1	Mower	J. Wallin		510
1	H. Ry. Rake	J. H. Pae		475-
1	Disc Harrow	J. Wallin		425-
2	Double Plows	J. Wallin		050
1	Harrow	Turner J. H. Pae		190
1	Corn drill	J. H. Pae		215-
1	Nail digger & mattock	A. C. Ball		40
1	Iron Wire Stretcher	A. C. Ball		130
1	Cast-iron small wire stretcher	A. C. Ball		06-
1	Iron Foot cultivator	Lillie Watkins	0	50
	Junke & Harrow	Neal	0	40
1	Saddle	J. A. Schilder	0	65-
1	Kit of Junke	A. C. Ball	0	30
	Pitchfork	Sherr John	0	50
1	lot of Plows	J. H. Pae		55-
2	Mules	H. B. Pae		15000
	Hoes	J. Wallin	0	16-
1	Vice & Screw			100
1	Law library	Lillie Watkins		300
	Cash	275-		

Recpt - Submitted J. J. Watkins, Adm.

State of Tennessee County Court Clerk's Office September 1st 1916
James County

Account of and settlement of J. S. Marshall Administrator
with will annexed. of the estate of A. M. Haliger Deceased

To The C. B. Smith. Chairman of the county court James
County Tennessee

The Clerk respectfully reports to the
Court that he has this day taken another and
further account of J. S. Marshall Administrator
with will annexed. of the estate of A. M. Haliger
Deceased. and states the same as follows

-1-

The Clerk charges said Administrator with the
following sums of money which he has received
or might have received by using due care and
proper diligence

1914

July 30th To Balance on hand as per account and
settlement under date of July 30th 1914 now in Clerk
office. to which reference is here made 700.20

Remarks This includes interest collected
on fund Oct 7 1913

Oct 7th To interest collected on fund Oct 7th
1913 to Oct 7th 1914 50.00

1915

Oct 7th 19 To interest collected on fund
from Oct 7th 1914 to Oct 7th 1915 50.00

1916

Sept 1st To interest earned on anticipated on fund
to Oct 7th 1914 50.00

Total amount chargeable

500.20

1913

The Clerk credits said administrator with the following
disbursements. which he supports by lawful vouchers

Disbursements Paid C. E. Whittenburg Trustee for James
County Tennessee. for use of Howardsville School in the
Fourth District (formerly the Smith) District of James
County Tennessee

(Voucher # 1 herewith filed)

See next Page

1915 By amount paid to E. Whittenburg, Trustee for James county, Tennessee for use of Howardville School in fourth (formerly ninth) District of James county Tennessee 50.00
 Voucher # 2 herewith filed

1916
 Feb 29 By amount paid to E. Whittenburg, Trustee for James county, Tennessee for use of Howardville School in fourth (formerly ninth) District of James county Tennessee 50.00
 Voucher # 3 herewith filed

Aug 23 By amount paid W. G. Witterson for legal services 100 100.00
 Voucher # 4 herewith filed

Sep 1st By amount paid for all unpaid costs to date, including the taking and stating this account 2.50
~~Total amount of credits & disbursements~~ 142.50
 (111)

The Clerk allows said Administrator as reasonable compensation for services 50.00
 Total amount of credits 212.50

Recapitulation

Amount Chargeable		550.24
Disbursements	142.50	
Compensation allowed Admr	<u>50.00</u>	
	212.50	
Residue in Administrators hands:		637.74

The Clerk further reports that said Administrator has said funds well loaned, in his opinion from which an unusual percentage of income is derived, and said Administrator and his boardmen are diligent making the funds not only well handled but safe.
 All of which is respectfully submitted this September 1st 1916
 J. W. A. Hall
 Clerk

In the matter of } The settlement of J. S. Marshall,
 W. M. Holiger's estate } Administrator with will annexed
 of the estate of W. M. Holiger. Deceased. 24 ads with }
 The Clerk of this Court of this Court: September 1st 1916,
 being un-expected to, and appearing to be in all respects
 regular in by the court, confirmed and ordered to be recorded
 E. G. Smith
 Chairman County Court

Report of B. F. Davis Adm'r of the Estate of J. B. Shropshire Dec'd

Aug 22 1907

1	1 lb Salt	R. H. Cannon	75
1	5 gal Jar	J. H. Roy	75
1	new chisel	Sticians Jack Shropshire	50
1	auger file hoe shovel	Ed. A. Rogers	25
27	lbs Bacon	J. L. Wolf	621
26	" "	Will Shropshire	500
24	" "	Will Bailey	312
1	lot Tobacco	Wray Bay	15
"	" "	Jack Shropshire	25
"	flow joint	J. H. Roy	11
"	hoe flow & Sticians	F. W. Cannon	10
"	5 stand Bees	Jack Shropshire	325
"	" "	R. H. Cannon	250
"	" "	Frank Davis	400
"	2	Ida Henry	125
"	1	J. B. Burrell	60
12	" guns	J. L. Wolf	100
1	Bee Smoker	"	80
29	lbs Honey	J. B. Shropshire	240
67 1/2	" "	"	761
1	Cook stove	F. W. Cannon	370
1	flow & seyhing cradle	R. H. Cannon	90
1	set Smith tools	"	400
1	Cow & calf	Jack Shropshire	2500
1	" "	J. L. Wolf	3400
10	Bushel Corn	Luther Bailey	950
10	" "	"	900
10	" "	Will Shropshire	950
1	lot feed	Will Poe	350
1	flow	Shropshire	50
1	Double Plow	R. H. Cannon	70
"	turning plow	"	150
"	drag harrow	J. L. Wolf	105
"	wheel Barrow	Yon Cannon	25
"	1/2 Bushel measure	Go. Wittie	30
1	Buggy & Harness	W. L. Hall	1500
"	Wagon	James Morgan	2375
1	swingle tree	Frank Davis	10
1	mower	Jack Shropshire	900
1	pair Springs	Mat Henry	25
"	Wagon Buggy & Springs	Frank Davis	60
1	Ware	Will Shropshire	79
1	Collar & buckle	Arch with	35

1 row 2 pigs	G. W. Cannon	13.15
1 pig	Luther Bailey	2.50
1 lat Lumber	Frank Davis	10.00
1 " Hay	Will Poe	11.00
1 Iron Wedge	R. H. Cannon	20
1 lat Corn	Will Shropshire & R. Cannon	43.95
1 hay rake	" " "	9.00
1 note	James Wolf	36.54
1 "	Bob Boyd	79.50
4 "	A. O. Wolf	87.00
1 "	L. M. Roy	10.90
1 "	J. P. Rogers	260.56
1 "	Joe Wittie	43.25
• A/C count	H. G. Davis	3.00
account	J. L. Varnell	3.00
Cash on hand		332.03
Interest collected		3.13
	Total	1222.96
	Paid Geo. A. Hall Clerk	1.00

State of Tennessee In the Matter of the Estate of Leyntha Davis
James County } Deceased. B. M. J. Davis Administrators

To The Worshipful County Court of James County, Tennessee

We the undersigned Administrators of the estate of Leyntha Davis deceased beg leave to report that we have received the following sums as belonging to the estate of Leyntha Davis deceased and that we have made diligent inquiry and this is all of the estate we have been able to find belonging to said Leyntha Davis named

		Amount Received	
May 31	1913	Amount - proceeds of Sale of personal property	427.50
Sept 2	1914	Received from Bank of Dallas (Guardian Leyntha Davis)	6145.70
Jan 1	1915	Interest	55.00
July 1	"	"	111.12
Jan 1	1915	"	1147.24
July 1	"	"	113.22
Nov 24	"	"	133.4
Dec 18	"	"	92.00
Total			6488.00

We have made the following disbursements and are entitled to credit therefor

		Disbursements	
Sept 3	1914	Amount paid G. L. Lovell Clerk County Court for letters of Administration & C. W. Davis	No. 1 47.00
"	"	Amount paid Thomas Fletcher Atty. Genl.	.. 2 100.00
"	"	Amount L. K. Hawk broker	.. 3 40.00
Mar 17	1915	C. C. Wittenburg Trustee	.. 4 74.25
Aug 17	"	Amount W. B. Swaney Atty. Genl.	.. 5 75.00
Nov 8	"	Ed. Hall City Subst. Tax	.. 6 178.53
Feb 22	1914	Sam. H. Smith Tombstone	.. 7 69.00
"	"	C. C. Wittenburg Trustee	.. 8 79.65
Mar 1	"	W. B. Swaney, on Atty. Genl.	.. 9 100.00
"	20	Mrs. R. B. Crofton Stus Taking depositions in Wall vs Davis case	.. 10 14.25
Aug	"	W. B. Swaney Atty. Genl.	.. 11 303.00

Dec	1916 Credit - An acct. of note of James Wolf and John Davis. allowed as setoff in case of Wolf v. B.F. & Jeff Davis. Adms in Chy & sup. crt. \$25.00 1000	Voucher no.	
...	... Paid Jim A. Blake et al. sup. crt. for decree & costs favor J. S. Wolf	13	39.00
...	...	14	723.21
...	1916 W.B. Swaney balance atty fee in full	15	125.00
...	J. A. Hall Et. Balance in full inheritance tax	16	47.00
...	J. A. Hall clerk fee for making this settlement & fee due Sheriff in reinheritance tax	17	8.50
...	State & County Taxes 1916	18	76.05
...	Amount compensation allowed administrators	19	500.00
Total Credits			2454.44

Recapitulation

Total amount chargeable against Administrators	665.00
Total credits allowed administrators	2454.44
Net Distribution among the distributees estate	
Lyntha Davis	4204.36

State of Tennessee, personally appeared B. F. Davis, one of the James County } Administrators of Lyntha Davis, deceased, who makes oath that the above and foregoing statement of the assets of the estate of said Lyntha Davis, which came to the hands of the administrators, and also the disbursements made for the payment of the debts hereto attached, is correct - and that he has made diligent search for for all other assets belonging to said estate and has been unable to find any other personally except that set out in the said statement

B. F. Davis

Sworn to and subscribed before me this Dec 21 1916

J. A. Hall Clerk

Over next page see Disbursements

The following are the Disbursements of Cynthia Davis and are entitled to the net proceeds of said estate in the following proportions to-wit

- | | | | |
|------|--|----------------|----------------|
| 1st | The children of L. Davis deceased namely | | |
| | 1. L. Davis | | |
| | 2. T. Davis | | |
| | 3. W. Davis | | |
| | 4. Mrs. Nellie Gift | | |
| | 5. Mary Lane | | |
| | 6. Lillian Lowell who are altogether entitled to | $\frac{1}{11}$ | |
| 2nd | The children of Mrs. Jane Wolf Deceased namely | | |
| | 1. John Wolf | | |
| | 2. H. M. Wolf | | |
| | 3. William Wolf | | |
| | 4. J. L. Wolf | | |
| | 5. Walter Wolf | | |
| | 6. Luther Wolf who are altogether entitled to | $\frac{1}{11}$ | |
| 3rd | The children of William Davis deceased namely | | |
| | 1. H. A. Davis | | |
| | 2. J. E. Davis | | |
| | 3. Clarence Davis | | |
| | 4. William Davis | | |
| | 5. Walter Davis | | |
| | 6. Lee Davis | | |
| | 7. Mrs. Martha Roberts | | |
| | 8. Mrs. Nellie Lee | | |
| | 9. Mrs. Emma Davis who are altogether entitled to | $\frac{1}{5}$ | $\frac{1}{11}$ |
| 4th | John Davis. Brother of Cynthia Davis is entitled to | $\frac{1}{5}$ | $\frac{1}{11}$ |
| 5th | B. H. Davis. half brother of Cynthia Davis is entitled to | $\frac{1}{5}$ | $\frac{1}{11}$ |
| 6th | Mrs. Delia Cooper half sister of Cynthia Davis is entitled to | $\frac{1}{5}$ | $\frac{1}{11}$ |
| 7th | Mrs. Willie Lee. half sister of Cynthia Davis is entitled to | $\frac{1}{5}$ | $\frac{1}{11}$ |
| 8th | Mrs. Julia Kerr half sister of Cynthia Davis | $\frac{1}{5}$ | $\frac{1}{11}$ |
| 9th | Mr. J. H. Henry. half sister Cynthia Davis is entitled to | $\frac{1}{5}$ | $\frac{1}{11}$ |
| 10th | Miss Susan Davis half sister Cynthia Davis is entitled to | $\frac{1}{5}$ | $\frac{1}{11}$ |
| 11th | The children of P. M. Davis Deceased half brother of Cynthia Davis deceased namely | | |
| | 1. Claude Davis | | |
| | 2. Fred Davis | | |
| | 3. Matt Davis | | |
| | 4. Ben. Davis | | |
| | 5. Allie Davis: who are altogether entitled to | $\frac{1}{5}$ | $\frac{1}{11}$ |

The Receipts of the Administrators is recorded in full on pages 92 & 93

B & A. H. 89.
 Howard Deced

List of property belonging to the firm of B. Howard

left in hands of B. Howard as guardian of A. G. Howard his minor	
Saw mill and fixtures	100000
3 head mules and one horse and three wagons	82500
1 plow engine & boiler	100000
3 mules and 3 wagons	30000
Cash and accounts	200000
About 800 acres land on river	1100000
About 540 ridge land	200000
Total	1812500

B. Howard and A. G. Howard Deced were equal partners in or of the above property the household goods cows and chickens and one 5-passenger ford auto or car are left in the widow's possession of the widow of the Deced A. G. Howard for the benefit of herself and minor children & heirs of A. G. Howard Deced

B. Howard Sr

Sworn and subscribed to
 before me this 10th day December 1914

J. A. Wall
 Clerk

Report & Settlement of James Patrick Baker Esq
of John & Lees Bank

Corn crop for the year 1915		
Sold 41 Bushels at 60 cts per Bu		24 60
.. 20 50		12 00
7 Bales Hay 50 per Bale		3 50
To balance due me as Guardian from last year		19 00
Yox for year 1915		5 30
Corn sold for the year 1914 737 1/2 @ 80 cts per Bu		62 73
for Hauling corn		12 00
one coat for Lees Nov 10"	5 00	13 63
1 pair shoes	1 25	
2 .. stockings	30	
Expenses for Lees .. 27	60	
1 pair shoes Dec 20	46	
Outing 30 Tablets 25	50	
Guardian fee for bath	10 00	
Lees Board	19 00	
John Board	28 00	
Lees fee	1 00	

James Baker Esq

Sworn to & subscribed before me
This Dec 30 1916

J. D. Smith, J. P.

Report & Settlement of J M Baker Esqr
for Haskell Baker & account for year 1914

Jan	20 ¹⁹¹⁴	pair shoes	2 25-
Feb	11	half sales	36-
	14	shirts	40-
May	15	slippers	75-
	2	Overalls	90-
	13	hat	1 15-
July	12	Shirts	90-
	14	Clothes	3 75-
Aug	21	Boots	44-
	31	Overalls	50-
Sept	4	Boots	20-
Oct	2	shoes	2 75-
	23	Boots	1 50-
		Stockings	50-
Nov	15	Gait	18-
	28	Half sales	25-
Dec	19	Shirts	72-
		allowance	500-
		court	100-
		Total	2420-

J M Baker Esqr
Geo. A. Hall

Final Settlement of B 747 / Dues account of
the estate of Cynthia Davis deceased continued.

The Administrators file herewith receipts from the Distributors of said estate showing the amount paid by them to the above distributees of the estate of Cynthia Davis deceased as follows:

1	Amount Paid John Davis	Voucher ⁷⁴⁰ 20	38212
2	" " E. F. Davis	" 21	38212
3	" " Mrs. Delia Cooper	" 22	38212
4	" " " Leath's Lee	" 23	38212
5	" " " Julia Kerr	" 24	38212
6	" " " Ida Henry	" 26	38212
7	" " " Susan Davis	" 27	38212
8	" " " S. J. Davis	" 27	6368
9	" " " T. J. Davis	" 28	6368
10	" " " W. Davis	" 29	6368
11	" " " Mrs Nellie Lefft.	" 30	6368
12	" " " Mary Lane	" 31	6368
13	" " " Lillian Owell	" 32	6368
14	" " " John Wolf	" 33	6368
15	" " " F. M. Wolf	" 34	6368
16	" " " William Wolf	" 35	6368
17	" " " J. S. Wolf	" 36	6368
18	" " " Walter Wolf	" 37	6368
19	" " " Luther Wolf	" 38	6368
20	" " " J. C. Davis	" 39	4245
22	" " " G. A. Davis	" 40	4245
23	" " " Clarence Davis	" 41	4245
24	" " " William Davis	" 42	4245
25	" " " Arthur Davis	" 43	4245
26	" " " Lee Davis	" 44	4245
27	" " " Mrs. Mattie Roberts	" 46	4245
27	" " " Mrs Nellie Lee	" 46	4245
28	" " " Mamie Davis	" 47	4245
29	" " " Claude Davis	" 48	7642
30	" " " Fred. Davis	" 49	7642
31	" " " Ben Davis	" 50	7642
32	" " " Willie Davis	" 51	7642
34	" " " Matt Davis	" 52	7642
35	" " " Wm. Wolf	" 53	6368
		54	
		55	
		56	

ANNUAL ACCOUNTING & SETTLEMENT OF

J.S.Marshall, Guardian of Creed E. & Arthur L. Howard:

Balance due said wards as shown by Clerks settlement books, May 5th, 1916, -----	\$1 500 00
Interest from May 5th, 1916, to May 5th, 1917, -----	90 00
Total to be accounted for -----	\$1 590 00

DISBURSEMENTS.

Cash and merchandise furnished Mrs. Flora E. Howard, mother of said wards, for their support and maintainance for the year ending May 5th, 1917, -----	\$60 00
Cash for renewal of Guardian bond -----	10 00
Clerks settlement fee, -----	1 00
Allowance to guardian by the Court, -----	19 00
Total disbursements, -----	\$90 00
Balance due said wards, -----	\$1 500 00,

J.S. Marshall
Guardian,

Approved May 6th, 1917.

W. L. Smith Chairman County Court

Final settlement of J. S. Marshall

J. S. Marshall Guardian of Fred & Arthur L. Howard		
Balance due said wards as shown by Clerk's Books		
May 5th 1914	160.00	00
Interest from May 6th 1914 to May 5th 1917	9.00	
Total to be accounted for	159.00	
back and merchandise furnished was \$20 to Howard master of		
said wards for their support and maintenance		
for the year ending May 5th 1917		
Cash for renewal of guardian bond		6.00
Clerk's settlement fee		1.00
Allowance to guardian by court		19.00
Total disbursements		90.00
Balance due said wards	150.00	
Approved May the 5th 1917		

E. C. Smith Chairman county court

Sworn and subscribed to before me this 6th day 1917

Received of J. S. Marshall Guardian for my two sons Fred E. & Arthur L. Howard, Sixty dollars in pay ment for their support and maintenance for twelve months ending with this date May 5th 1917.

Thera C. Howard

Report of L. S. Rogers Adm^r of the estate of W. M. Mitchell

To the Honorable E. L. Smith chairman quarterly court -
James county Tennessee

Having been regular appointed Administrator of the estate of W. M. Mitchell
Decedent. I submit the following report-inventory of all personal
property belonging to said estate which come into my hands:

as Administrator
one two horse wagon (with out bed)
one two horse turning plow
one lot cog wheels
two double ^{point} plows
one single plow
one lot of lumber (estimated 200 feet)
one cutting-harrow

State of Tennessee

James county } L. S. Rogers, administrator of the estate of W. M.
Mitchell Decedent being duly sworn, makes oath in due
form of law that the foregoing inventory of the personal
property of said estate, is a true and correct list of
all said personal property which has come into my
hands in custody as Administrator
L. S. Rogers

Sworn to and subscribed to before
me this 2nd day 1917

E. L. Smith chairman

Final Settlement of P. A. Henry Adm'r.

Amount Received by P. A. Henry Adm'r of Jas. M. Henry's Estate	1916	
439 Bales Hay to G. L. Coker		21 9 50
Time load to G. L. Coker Hay 121 Bales @ \$75-40 per Bale		9 5 39
2 Loads corn to Will. Newton		4 7 27
To P. A. Henry	20	15 00
100 Bushel Oats @ 10 cts Bushel		10 00
From W. M. Green	5 11 1915	3 00
.. A. Stuber		3 00
.. Mious		3 00
.. John Hall Barn Rent		2 00
.. ..		2 50
.. ..		3 00
.. ..		1 00
.. ..		3 00
.. ..		3 00
.. ..		8 00
1917		
Jan 27 1917 sold 82 Bales Hay @ 50 cts Per Bale		21 00
Feb 27 102		51 00
to W. A. Stuber 1 lot corn @ 90 cts Bushel		41 20
.. .. Hay .. 833 lbs Hay		6 25
.. .. corn 105 Bushel @		52 50
.. .. Hay 2100 @ 100 per Hundred		21 00
.. M. G. McWilliams 2115 lbs Hay		21 15
.. .. 3,099 lbs Hay @ 90 cts		27 89
.. 2741 lbs Hay @ 65 per Hundred		17 94
.. Blanchkinship 7561 @ 125 per H		94 36
.. Will. Johnson's 1 27,41 lbs @ 65		17 94
.. P. A. Henry		24 61
.. J. A. Hall Barn Rent		10 00
Total charges to P. A. Henry Administration of the estate of Jas. M. Henry estate from sales & money in Bank \$15 64		
Interest at Cleveland Bank		40 00
Total Disbursements		658 08
Amount left him by Father as 29 Moore's Farm Blanchkinship		1000 00
Administration fee allowed (his share in said estate)		275 00
Paid out for Blanch Henry		127 41

Final Settlement of P. A. Henry Adm'r
Amount Paid out of James M. Henry estate

May 15 1913	Highland Smiter room	22.00
.....	Dr. Hartog & Co	108.75
.....	L. S. K. prop. funeral expense	93.50
31	O. T. Carter Livery service	6.50
.....	Registering deeds	7.91
Aug 11	Drs. Webb & Hughes medical treatment	20.00
Sept 11	Dutton Marble Works touch stone	23.52
.....	L. M. Roy note	50.00
Oct 22 1913	Joe Jones for ditching	14.25
Jan 7 1914	to W. Whittenburg for paper	30.89
Feb 24	N. Halder for seeds	45
.....	..... Staples	50
.....	Mr. Hoard for seeds	8.05
.....	N. Halder grass seeds	70
.....	to L. Cofer Revenue on deeds	1.00
.....	J. M. Brown for wire	20.82
.....	R. E. Samble for hauling	3.00
.....	W. O. Watts for wire	1.50
.....	Dan to Wheeler for seeds	73.00
.....	Walter Davis fence posts	10.00
.....	P. A. Henry Hauling to Chattanooga Hay to Chattanooga	63.00
.....	..... Oatwath Oallu	10.50
.....	..... Chattanooga 1917	24.50
.....	..... Oatwath	6.00

Final Settlement of P.A. Henry Admin. estate of Henry
 Paid out for Blanch Henry

1 suit clothes	May 24 1915	11 50
Dr. L. K. Hawk medical treatment	July 21 1915	3 50
food shoes	Sept 28 " "	2 50
for medicine	Sept 4 " "	2 60
clothes & hat	Nov 8 " "	18 01
Medicine	" 24 " "	90
cash Blanch Henry Dec	21 " "	50
Dr. L. K. Hawk medical treatment	Dec 22 " "	1 50
Dr. Stulce for Blanch Henry	Jan 1 st 1916	50
Blanch Henry	" 4 " "	4 00
" Henry	March 1 st " "	50
" " "	" 20 " "	50
" " "	" 27 " "	1 00
Howard Drug Co	" 30 " "	65
Dr. Hawk	April 8 " "	75
Blanch Henry	" 15 " "	12 00
" " "	" 22 " "	50
Dr. Hawk medicine	May 15 " "	75
Blanch Henry	June 12 " "	1 30
" " "	" 26 " "	50
To H. Halder 1 Bottle med	July 15 " "	75
Dr. Webb for medicine	" 11 " "	75
Blanch Henry	" 15 " "	25 00
Dr. Hawk	Waiting on Blanch Henry	<u>2 00</u>

Total amount charges to P. A. Henry Administrator of Estate Henry

Settle	3 185 54
Disbursements	<u>698 05</u>
Balance	2 057 44
Amount left to P.A. Henry by father	<u>1 000 00</u>
Balance	1 407 44
Allowance for administrator	<u>275 00</u>
Balance	1 121 44
Interest at calculated 2%	<u>50 00</u>
Divided between P.A. & Blanch Henry	<u>1 261 44</u>
Paid out for Blanch Henry	430 75 for each
Paid out for Blanch Henry	<u>127 41</u>
Blanch Henry Stulce & Co	503 32
Receipts filed from Blanch & W. Stulce	for 5 03 32
Which leaves P.A. Henry the sum of	503 32 <u>5 03 32</u>
	000 00

To the Hon. Eugene C. Smith Chairman County Court
of James County

Petitioner R. S. Mowyer

Your petitioner R. S. Mowyer Guardian of Mary Fred and Lillian Mowyer
Minors. Respectfully shows to the court-

(1) That on or about the 18th day of December 1915, he filed what
he then believed to be a true report of his guardianship for the years
1910, 1914, and 1915. That because of the records at the Court House
having been destroyed by fire and of his having no independent
record with which to refresh his memory, he was unable to state
the exact amount coming into his hands as guardian and
incorrectly stated said amount at \$900⁰⁰ when the correct amount
was \$1087⁰⁰

(2) Petitioner further shows to the court that he was unable at that
time to estimate the exact amount due him for board and
education of the said minor children. Whereas, he is now able to
furnish a complete statement of same

The premises considered, petitioner prays that he be allowed
to withdraw the report filed on December, 18th 1915, and to file
the reports hereto attached, and that said reports be approved
by this court and read a record therein.

R. S. Mowyer being duly sworn deposes and says that on or
about the 18th December, 1915, he filed a report as guardian
of Mary Fred and Lillian Mowyer, Minors, for the years 1913, 1914,
and 1915. That since his appointment in 1908 he has lost
the original papers showing the exact amount coming into
his hands as guardian, and the sources from which that
fund was derived. That the Court House at Collierville was
destroyed by fire during the year 1913, and his former reports
as guardian were burned together with all the records of
the Chancery suit from which the funds coming into
his hands originated.

Since filing said report he has learned
that instead of having in his custody the sum of
\$900⁰⁰ as stated, the correct amount of said fund is
\$1087⁰⁰ \$1000⁰⁰ having been received from the Chancery
Court and \$87⁰⁰ from the sale of personal property.

R. S. Mowyer

Sworn to and subscribed before me
This 26 day February 1914

E. A. Hall

County Court Clerk

Receipt of Mae Scoggins money

Cathedral Yuma Feb 26 1917

Received of R. J. Menger guardian. Three hundred dollars
 in full payment of the amount due me from the estate
 of my mother Aley Menger deceased. This payment is
 accepted after reading a statement of said R. J. Menger
 accounts as guardian and I acknowledge same to be
 correct and I hereby release the sureties on the bond of said
 Menger for all claims I may have against them arising
 out of said guardianship.

This, Feb 26 1917

Mae Menger Scoggins

I as husband of Mae Menger Scoggins approve the above
 settlement Feb 24 1917

Dan Scoggins

Settlement of Jennie Baker s/o of John & Cleo Grindle Jan 7 1918 105

Expes for year 1916	5.60
1 pair shoes for Cleo March 15-1917	1.75
Tuition for Spring school year 1917 Cleo	4.00
Hat for Cleo May 10th 1917	1.50
6 yds cloth for Cleo Sept- 1917	.90
Shoes for Cleo Oct 15-1917	2.25
Overshaw for Cleo Nov 20 1917	1.00
Two pair Mockings for Cleo Dec 10th 1917	.50
John Board	<u>17.50</u>
Total	35.00

The Land was not rented this year 1917
 Jennie Baker
 s/o

Subscribed and sworn to
 before me this Jan 5 1918
 J. D. Smith
 J.P.

Settlement of G. M. Baker Son of Marshal Baker

his account for the year 1917		
Jan	Overalls	90
"	8th Overalls	90
"	Books	40
Feb 10th	Tablet	05
March 16th	Shoes	2.25
"	19 Stockings	20
"	20 Tablet & Schooling	4.00
April 24	clothes	4.50
"	" Hat	50
August 31st	Tablet	05
Oct 20	Books	1.85
"	31 Stockings	25
	Total charges	<u>18.00</u>
	Guardians Fee	6.00
	Court " "	1.00

G. M. Baker Son
 I swore and subscribed to
 before me this Dec 31st 1917
J. D. Smith
J. D.

Final Settlement of S.W. Davis Administrator
of the estate of Martha Davis Deed

Aug 2 1917 In the Matter of the Estate of Martha Davis Deed
S.W. Davis Administrator
To the Worshipful county court of Linn county, Iowa.
S.W. Davis Administrator of the estate of Martha
Davis Deceased Beg leave to report that I have received the
following sums as belonging to the estate of Martha Davis
deceased and I have made diligent search & inquiry and this is all
of the estate I have been able to find belonging to her namely

Amounts received		
Aug 1 1911	Amount of personal property	181.95
	Cash	<u>45.00</u>
	Total Received	246.95

I have made the following disbursements and limited to
credits as follows

Dr. L. H. Hawk	31.00
D. H. McLain Undertaker	35.00
Ans. A. Hall clerk fee	3.00
J. H. Davis funeral expense	3.00
W. G. Hansen auctioneer	1.00
W. L. Halder clerk	1.00
J. H. Davis clerk	1.00
H. M. Carter Work	1.00
Lillie Betty nursing Martha Davis while sick	<u>54.00</u>
	106.95
	<u>130.00</u>

Allowance to Administrator

25.00

Balance due

91.95

Balance due Davis

90.95

- 1 The Heirs are S.W. Davis 1/4 each there 15.09 Paid
- 2 " " Pally Davis 1/4 " " 12.59 Paid
- 3 J.D. Davis Heirs who are as follows 1/4
 James Davis 12.59
 John Davis
 Sam Davis To be paid to Walter Davis Paid
- 4 John Davis Heirs who are as follows 1/4
 Wisley State 12.59
 Robt. H. Davis
 B. J. Churchman
- 5 Margaret Davis Heirs " " " " " " " " 1/4 12.59
 Helen Davis
 Harry Allen
 Oscar B. Davis
 Lutter Davis

Rayman S. Davis
James Davis
to Alice Rogers News who are 12 59
Fletcher Rogers
his name continues to be paid to W. L. Holder

12 59 W. L. Holder.

May 8, 1922 Received 12 59 James Davis

12 59

Walter Davis

12 59

Receipts of R. G. Anderson Deceased to George & Lettie Anderson
By Ed Anderson & others

June 6 1912	Recd from A. B. Brown	200.00	
July 22 1912	Hay	15.87	
Aug 1	flour	13.20	
July 1	" "	32.05	
Aug 15	" "	75.33	
Dec 17 1912	from A. B. Brown	50.00	
Oct	" "	244.75	
Nov 27 1913	Interest	8.53	
Jan 31	" "	4.62	
Oct 1	from A. B. Brown	20.00	
Jan 4	for corn	157.75	
Mar 14 1914	Oats	2.00	
" "	Hay	5.70	
	cc Amount received	<u>635.83</u>	
	cc less expenses	<u>266.59</u>	
	Amount paid George Anderson	369.26	261.97
	" " Lettie		214.71
	on hand	369.26	<u>209.67</u>
	overpaid		<u>369.26</u>
	overpaid		<u>649.42</u>
		59.42	

Expence R. G. Anderson 1910

1910	July Paid	95.24	
Sept 11	Balance on hay	5.00	
" 20	Ware House Share	.50	
" 1911	Expence Boat	2.00	
June 20	Cash for hops	4.75	
Aug 18	" Fertilizer	4.88	
" 19	Hauling corn	5.00	
Feb 24	Hauling Hay	6.00	
" 24	School Boston	4.00	
" 19	Hauling Hay	4.00	
Aug 19	Shelling corn & shucking corn	4.00	
Sept	Cash fertilizer	1.60	
Nov 15	Drumston 1/2 ft - with	4.08	
May 1910	Corn sacks	1.00	
" "	Shelling corn	4.50	
June 11	Hauling corn to land	21.00	
" "	Wire	7.00	
" "	Grass & clover seed	38.50	
Nov 1914	for fertilizer	14.33	
" "		<u>116.6</u>	261.52

Amount paid George Anderson

June 26	1911	for clothes	5.00	
July 13		Cash	2.00	
Aug 17	1911	School books	1.75	
Jan 18	1912	School books	3.47	
April 25		School tuition	6.00	
July 7		Shit of clothes	11.00	
Aug 1		School ..	7.75	
" 27		Expence court-	5.00	
Jan 27	1912	Board & Washing	2.00	
Dec 17	1912	Cash		
			<u>100.00</u>	<u>213.87</u>

Amount Paid Miss Willie Anderson

Apr 28	1911	Cash	1.60	
Aug 5		Shoes	1.50	
Dec 14	1912	Shoes - 4	2.00	
Aug 21	1912	Cash & School Books	3.15	
Jan 10	1913	Shoes	1.75	
" 15		School Books	1.50	
June 4		Dr. Bill	50.00	
Apr 25		Tuition School	2.50	
June 14		Cash	25.00	
Apr 25		Cash		
			<u>125.00</u>	<u>214.71</u>

Inventory of sale of personal property of G. W. Howard Dead

Sold by Executors of the last Will & Testament of G. W. Howard Dead	
1 set Bed-strings Mrs Dixon	10
1 comfort & chair R. M. Thurman	45-
2 hair Blankets J. M. Stone	1.60
2 Pillow cushions Mrs Dixon	1.30
1 coverlet Mrs Dixon	35-
1 Mattress cotton J. M. Stone	10
1 Mattress felt A. L. Tallant	6.25-
2 sheets & 1 blanket A. L. Tallant	80
1 comfort & chair R. M. Thurman	10
2 comforts J. M. Stone	1.30
1 Comforts W. B. McEntosh	85-
1 Trunk Kucher	1.30
1 Rocker chair	35-
4 sheets W. B. McEntosh	1.55-
1 quilt - Mrs Scoggins	10
1 Invalid chair Kucher	4.00-
1 Table Mrs Scoggins	30
1 chair W. B. McEntosh	75-
1 Sewing machine Mrs Russell	25-
1 Bedstead Mrs Dixon	2.10
1 set Bed-strings Mrs Dixon	2.00
1 sheet J. M. Stone	25-
1 Dress J. M. Stone	2.00
1 grind stone J. A. Hall	60
1 Wash tub J. A. Hall	15-
1 Bowl & Dish J. A. Hall	45-
1 Bucket Lawrence	15-
1 pair Shears & whet stone Kucher	30
1 Mirror comb & brush Mrs Scoggins	45-
1 Shovel J. A. Hall	35-
1 set Window shades Mrs Dixon	30
1 White Broom Kucher	10
1 Pitcher & bowl Mrs Russell	10
2 Books Kucher	25-
5 Books Kucher	35-
1 Brush J. A. Hall	10
1 onto W. J. Smith	20.40
Other personal property cash in Bank and	
Stocks in Hooper's Mill & Bank	
Cash in Bank of Chattanooga on ch. acct	135.40
1st Natl Bank Chattanooga	158.484
2nd in stock of goods sold A. L. Tallant.	1175.83
see next page	

Cash in Hamilton Natl Bank	1585.35
Cash in Bank of Colerain	1040.47
Capital Stock Bank Colerain 10 shares at par	200.00
Capital Stock in Davis Paper Mills 20 shares at par	200.00
Capital Stock in Hartford Paper Mills	<u>59.21</u>

John Hall & Hunter ~~Partners~~
 Subscribed & sworn to before me
 this the 25 day Jan 1910
 S. J. Carter J. P.

Accounting and annual Settlement of
J. S. Marshall Guardian of Fred E. & Ethel E. Howard

May 5th 1917 Balance Due said Wards	1500 00	
" " 12% Interest for 12 months	92 20	
" " Making a total of	1592 20	
" " Disbursements		
June 10 1918 Paid Flora E. Howard for the support and maintenance of said Wards from May 5th 1917 to May 5th 1918		61 00
June 17 1918 cash premium Renewal of Guardian Bond		10 00
June 17 1918 Allowance to Guardian		18 00
June 17 1918 clerk fee for settlement " " Making Disbursements		10 00
To Balance on hand Due said wards	1500 00	
J. S. Marshall Secy		

Approved June 17 1918
A. P. Gamble Chm
Geo A. Hall Clk

Accounting and General Settlement of
J. S. Johnson Guardian of Elizabeth May Johnson

June 15/1915- Balance Due wards	2382.60
Interest-	428.85
Amount received since last report	<u>949.62</u>
Making a total of	3060.97

Disbursements for 3 years clothing, schooling & traveling expenses Guardian allowance Clerks fee	1259.35
	1259.35
	<u>1259.35</u>
Balance Due ward	1801.62

Sworn and subscribed to before me
this 22 June 1918
Jno A. Hall Clerk

Inventory of New Arrivals Admin of Harrison Cross Land

1	Truck	250 00
1	Horse	150 00
1	Wagon	50 00
2	Wagon	60 00
2	Wagon	70 00
2	Wagon	40 00
2	on Wagon harrow	05 00
2	Turning Plow	15 00
1	2 horse drag harrow	85 00
1	cultivator	14 00
1	cutting harrow	20 00
	Cash on hand	308 00
2	pair cow gear	10 00
		<u>975 00</u>

September 7th 1918

To Hon A. P. Gamble

Chairman of the county court of James County, Tenn
 Petitioners J. B. Shirley & W. L. Holder, Admins of the estate of Thomas
 Burrell Deed report that all of the Net Assets Available Assets
 of the estate have been realized upon, and all of the debts of the
 Deceased estate have been paid as far as known.
 The petitioners having served up to the present time without con-
 viction pray that they be allowed jointly the sum of eight
 Hundred dollars for their services and that the block be so settled.
 The petitioners hereupon pray that the following report be adopted
 to be a full and final settlement of the estate and that
 petitioners and their bondsmen be relieved from all further
 liability as such W. L. Holder & J. B. Shirley.

Sworn to and subscribed before me this 7th day of September 1918
 Geo A Hall clerk

In the County Court of James County
 Hon A. P. Gamble County Chairman

In Re Estate of

Thomas Burrell Deceased

Final and Final Accounting of W. L. Holder and J. B. Shirley
 Administrators

We W. L. Holder and J. B. Shirley, of District James, County, Tenn
 Make oath and say

1. We are Administrators of the estate of Thomas Burrell who died on or
 about Jan ... 1914 in James County Tennessee
2. Schedule A hereto annexed correctly sets forth all moneys received by
 us as said Administrators from all sources belonging to the said
 Deceased and all expenditures made by us as said Administrators
 since the date of our appointment and up to and including
 September 6th 1918

W. L. Holder

J. B. Shirley

Sworn to and subscribed before me
 this September 7th 1918

Geo A Hall
 County Court, Clerk

Continued on next page

Schedule "A"

in the Matter of the estate of Thomas Burnett				
Final Accounting by Administrator				
1916 Feb 17 S. J. Carter Disbursements				
Feb 17	S. J. Carter (diary hire) Ck M	1	4.00	
" "	" 21 W. E. Whittenburg (typed) "	2	119.99	
" "	March 6 Dr J. H. Webb (Physician) Ck "	3	70.94	
" "	" 14 J. H. Webb (Forward expense) "	4	144.72	
" "	" 15 James Brown (Labor at sale) "	5	2.25	
" "	" 14 D. B. Snyder (Auctioneer) "	6	15.00	
" "	" 25 James Wolf (Fence post) "	7	10.15	
April "	" 1 Mrs Lena Monger (Note) "	8	65.71	
" "	" 1 R. S. Monger Labor "	9	9.50	
" "	" 1 Alford Monger "	10	10.25	
" "	" 11 Mrs Martha Boyd Note "	11	51.03	
" "	May 10 Journal & Dinner ad "	12	6.75	
" "	" 13 L. S. Bailey & Co "	13	44.75	
" "	June 1 Lena Monger balance except paper "	14	13.00	
" "	" 15 J. E. Bernard Labor & packing "	15	22.50	
" "	" 27 R. S. Monger Due bill "	16	7.60	
" "	" 24 W. L. Holder Ck Roy cost "	17	73.70	
July 3	J. A. Hall (Ck cost) "	18	6.00	
Aug 4	W. L. Holder etc "	19	3.00	
" "	" 18 W. E. Nickerson atty fee "	20	5.00	
" "	" 18 John Shelton Home & Range "	21	55.00	
" "	" 26 Corby Bernard Labor "	22	2.50	
" "	" 26 Traynor & Smith atty fee "	23	10.00	
" "	" " S. J. Carter Nancy Boyd paid "	24	32.41	
" "	" 28 D. A. Fox Insurance "	25	27.00	
Sept 23	J. S. Shirley Labor "	26	14.00	
" "	" 30 Mrs Betty Hanson Boarding note "	27	4.75	
Oct 14	Gate & fence fertilizer "	28	15.52	
" "	" 24 Gate & fence straw feed "	29	9.70	
Nov 1	M. R. Calvard Insurance cost "	30	67.00	
" "	Tom Holder Hauling insurance "	30	30.00	
" "	" 10 J. A. Hall Labor Lynn Jones "	31	5.00	
" "	" 28 W. O. Watts Board feed "	32	4.05	
Dec 2	W. L. Holder Ck T. Jones judgment "	32 a	150.00	
1917 Jan 12	S. J. Carter (typed) typed "	33	180.00	
" "	" 14 J. A. Hall etc inheritance tax "	34	500.00	
Feb 24	Ch. Gammill m. Dr. bill "	35	15.00	
Mar 21	John D. Smith atty fee "	36	15.00	
June 14	Traynor & Smith atty fee "	37	55.00	
" "	" 22 James Swain Due bill "	38	67.78	
" "	" 28 James & Smith atty fee "	39	50.00	

1917	July 14 Luther Boyd court cost	6/2	40	300	
"	Sept 22 Allen Witzfeld atty fees	"	41	97138	
"	Mrs. H. Hooper			41466	
"	H. Hooper			41466	
"	G. S. Truety			41466	
"	G. S. Truety			41466	less note 90.86
"	William Burrell			41466	less note 21.00
Sept 22	Luther Green copying sale	"	42	1000	
Oct 22	Traynor & Smith atty fees	"	43	2500	
1918	Jan 29 W.L. Holden etc costs in L. 100 fine case	"	44	2525	
Apr 24	L.A. Carter Trustee 76.00	"	46	14520	
Aug 8	J. H. Halls Exhibitor 70¢	"	46	2500	
"	" Allen Witzfeld	"	47	2000	
"	S. B. Mangano Penalty in Kenton case	"	48	2500	
Sept 6	W.L. Holden etc Judgment & cost in Allen	"	49	3010	
"	Allen Witzfeld atty fees	"	50	2500	
Total expenditures					4897.38

Summary

Total receipts	775,207
Disbursements	4897.38
Cash on hand	2854.88

September 4th 1918 Mrs. Lillian Schick

Mrs. Lillian Schick	41466
G. S. Truety	27107
G. S. Truety	27108
G. S. Truety	27108
Shirley Hooper	27103
Martha Hooper	27103
Wm Burrell	27103
Geo. D. Hall book	1200
W.L. Holden & J.R. Shirley	<u>50000</u>
	2854.88

Schedule "A"
 In The Matter of the Estate of Thomas Currell

		Final Accounting by Administrators	
		Receipts	
1916			
1	Jan 18	Cash at home	27 57
...		" in Bank	2 80
...	Feb 16	Cash receipts at Sale Tora Guthrie	592 38
...	"	"	25 00
...	" 14	Receipts from Sale	283 63
...	" 28	Wilson Note	1000 00
...	Apr 30	Meredy Wolf	374 07
...	Nov 10	J. J. Wilson due bill	21 00
...	Dec 2	G. W. Huttenburg	212 95
1917	Jan 6	J. J. Wilson	653 00
...	Feb 10	W. R. Carson	284 2
...	"	Jas Wilkey	7 42
...	"	Arthur Cannon	26 50
...	"	W. A. Robinson	43 4
...	" 12	B. M. Davis	19 86
...	" 14	Sale Notes	211 30
...	"	W. Mc Miller	11 46
...	"	Ed Robinson	146 22
...	"	J. C. C. Smith	10 00
...	"	W. R. Barnett	59 50
...	" 15	B. F. Harris	68 57
...	"	J. H. Roy	20 25
...	"	J. H. Pae	21 18
...	" 14	H. B. Roy	283 2
...	" 17	H. H. Tallipero	5 46
...	"	Geo Bishop	86 40
...	"	John Haines	65 11
...	"	Willie Burns	15 07
...	" 24	C. S. Lowell	7 46
...	"	L. J. Bailey	60 78
...	"	W. P. Bluther	35 78
...	"	John Shelton	104 50
...	" 28	John Hall	25 36
...	Mar 4	J. J. Wilson	350 00
...	" 5	Geo Bishop	31 40
...	" 22	J. J. Wilson	900 00
...	Apr 10	G. L. Baker	42 50
...	" 13	John Shelton	71 00
...	" 20	Leon Stone	19 74
...	" 27	John Shelton	9 22
...	" 27	J. J. Wilson	900 00

Carried to next page

1917

Sept	3	R. G. Brown	159.16
"	21	J. H. Smith	103.80
"	22	W. L. Davis	41.25
"	"	J. O. Banks	5.50
"	23	E. P. Long	23.00
1918 June	17	Indmnt	230.56
Sept	5	W. L. Hall	9.85
"	2	G. J. Wilson	504.24
"	4	Witch Roy	8.00
"	"	W. L. Hall	69.95
"	"	J. O. Banks	4.15
"	"	Evel Holder	31.85
"	"	W. L. Holder	21.00
"	"	E. P. Holder	208.20
"	"	W. L. Holder	8.11
"	"	Harner Shirley	9.45
Total Receipts			<u>7752.27</u>

Accounting and Asset Settlement of
 Rev. J. A. Hall, Guardian of Fred & Lillian Wilson

Feb 24 1918 Balance due wards \$760 ⁰⁰			
December 18, 1918 22 months interest \$53 ⁰⁰	Total	\$813 ⁰⁰	\$813 ⁰⁰
Allowance for 22 months		<u>53⁰⁰</u>	
Balance due wards		\$760 ⁰⁰	
J. A. Hall Clerk for Paid			1 ⁰⁰

Sworn and subscribed to before this 14th Dec 1918.
 J. A. Hall Clerk.

State of Tennessee

County of James County Court Office
December 20th 1918Account and Settlement of J. S. Marshall, Administrator with
Will annexed of A. M. Heliger DeceasedTo: The Honorable J. P. Sibley, Chairman of The County
County Court of James County, Tennessee.The Clerk respectfully reports to the court that he has this
day taken another and further account of J. S. Marshall, Administra-
tor with Will annexed of the estate of A. M. Heliger Deceased,
and states the same as follows:

(I)

The Clerk charges said Administrator with the following amount of
Money which he has received or might have received by using
due and proper diligence.September 1st 1914 to balance on hand as per report and settlement
under that date now on file in the Clerk's office, to which reference
is here made \$637.74Oct 7th 1914 to interest collected on funds from Oct 7th
1914 to Oct 7th 1915 44.24Oct 7 1915 to int: collected on funds from Oct 7th
1915 to Oct 7th 1918 44.64

Total Chargeable 727.04

The Clerk credits said Administrator with the following Disbursements
which he reports by lawfully Vouchers:Dec. 13, 1918 by amount paid W. C. Witherson as
fee in the case of William Drew et v J. S. Marshall,
Adm. etc in chancery court at Nashville, Tenn. Voucher
No 1 hereto attached \$25.00Dec 18, 1918 by amount paid W. C. Witherson
for legal services, including the preparation of this
report, etc. no part of this covering fee re the Drew
case Voucher No 2 hereto attached 10.00Dec 20th 1918 by amount paid for taking and filing
this report, this being on unpaid Costs
paid costs re Drew v Marshall Voucher No 3 2.50

Total Disbursements 47.50

(II)

The Clerk allows said Administrator for reasonable
compensation for his service 25.00

Total amount of credits	72 50	
<i>Procapitation</i>		
To Amount Chargeable		72704
Disbursements	37 50	
Compensation Allowed Administrator	35 00	
Total	72 50	
Residue in Administrator's hands		\$ 444 54

The Clerk further reports that said said Administrator Well bonded, in his opinion, from which an annual percentage of 7% is derived: and that said Administrator and his bondsmen are solvent: making the funds not only Well handled, but safe.

The Clerk further reports that said Administrator has been subjected to long and tedious litigation in the Chancery court at Colton, which litigation terminated in his favor, as is shown by decree entered on the minutes of the Clerk and Masters of said Court: to which reference is here made.

All of which is respectfully submitted. the December 20th 1918
J. W. A. Hall Clerk

In The Matter Of The Estate Of A. M. Haliger Deceased
The settlement of J. W. Marshall Administrator with the will annexed to the estate of A. M. Haliger Deceased, made with the Clerk of this Court: December 20th 1918, being inspected to, and appearing to be in all respects regular is by the Court confirmed and ordered to be recorded.

A. P. Spindle
Chairman County Court

Account and Settlement of S. M. Baker - done for 1915

14	1914	January	Books	.50
21	"	"	Shoes	3.25
"	"	"	half shles	.55
"	"	"	Overalls	2.00
12	"	Feb	Shoes	3.08
20	"	"	PAINT	1.00
16	"	March	undershirts	2.00
18	"	"	Shat	1.75
18	"	April	Shoes	3.00
3	"	July	Overalls	1.87
				<u>19.00</u>

Total

Allowance for Guardian Clerk 2.00
 " " " " 1.00
 Total Charges 24.00

Subscribed ^{at witness} before me this 30. 1915
 J. D. Smith, J.P.

Report of Jennie Baker Gdn for John & Chas Skunkle
for 1919

Jan 1919	Jan for 1919	5.80
1919	Corn crop not sold	
May 1919 5/10	Shoes for leeo	1.40
	Law goods for leeo	3.00
7/3 1919	Leas for leeo	2.00
8/11	Stocking for leeo	1.10
	Under wear for leeo	1.30
	Over shoes for leeo	1.25
	coat cost	1.00
	Gdn allowance	20.00
	Total charges	39.15

Jennie Baker Gdn

Sworn and subscribed to
before me this 1st day of 1919
J. D. Smith J.P.

To the Chairman of the County Court of Jasper County

An Inventory of the goods and chattels of M. M. Urgo deceased
I Mrs Rachel Urgo Administratrix of the estate of my late husband
M. M. Urgo beg leave to report the following items of personal property
belonging to my said husband at the time of his death

Excerpt Property	
Two hay mows purchased from Dolph to each of about Value \$125 ⁰⁰	250 00
One Cow	60 00
Seven Hundred pound pork on foot or stack boxes	125 00
35 Chickens	15 00
1 Sewing Machine	25 00
One Suse	4 00
Six Cord of Wood	3 00
3 bedsteads beds and bed clothing	50 00
1 Cook Stove & cooking utensils	20 00
1 dining table	1 00
1 clock	1 00
Kitchen pots and dishes per family	5 00
1 Dresser and one side board or safe	6 00
60 Gallon Sarghson	10 00
Canned fruit	6 00
1 Two horse wagon	40 00
Making a total	651 00

Mrs Rachel Argo Administratrix report of
 estate not exempt

Two horses (one bay mare one bay mare) Old maid	20 00
One Wagon	25 00
One Sleigh	5 00
75 Cord of Oak wood	37 50
66 Cord chestnut wood	180 00
20 Cord " " "	40 00
	<u>\$ 497 50</u>

State of Tennessee }
 James County }

I Rachel Argo as Administratrix of the
 Estate of M. M. Argo make oath that
 the foregoing is a true and correct statement of the goods
 and chattles of the said M. M. Argo belonging to his estate
 I further swear that I have the following children of the
 said M. M. Argo deceased Tom Argo aged 17. Mand 13
 Pearl 10 Florence 7 Grace 5 years.

All of said children are living with me and in addition
 Mary Nations my Mother aged 75 years
 has made her home with us for several years
 and was a part of the family at the time of the
 death of my late husband.

Rachel Argo.

Sworn to and subscribed before me
 Feb 3rd 1919 Jno. A. Hall Clerk

Accounting and Annual Settlement of J. Marshall Guardian of
 Fred C. and Esther L. Howard

May 5th 1918 Balance due said Wards	\$ 1500.00
Interest for 12 months	9.00
Total to be accounted for	\$ 1590.00

Disbursements

June 10, 1919 to Flora E. Howard Master of said Wards for their support and maintenance from May 5th 1918 to May 12 1918	70.00
May 12 1919 Allowance to Guardian by court	18.00
..... Clerk's settlement	1.00
..... Fee for new Bond	1.00
Total disbursements	90.00

To Balance due said Wards	1500.00
	9.00
	1509.00

Approved May 17th 1919 Chairman county court

Jno. A. Hall Clerk county court

Report of W.S. Norman Admin of W.H. Norman estate

List of Reasonably Sold by W.S. Norman Admin of W.H. Norman estate May 15th 1918		
1 2 horse drag Harrow	J.W. Cranfield	3 00
W.S. Norman	1 Hay Rake	1 00
1 Spring tooth Drill	J.F. McCarmaek	50
1 14 gallon Wash Kettle	W.S. Norman	2 25
1 Steel Barrel	W.R. Cayton	1 50
1 Red & Jag & 1 bowl	Emma Norman	25
1 Cross cut Saw	J.A. Platon	50
1 Plowlock single	W.S. Norman	10
1 Cradle wheel & 2 saws	W.S. Norman	50
1 set hammer & chains	J.K. Allison	25
1 Pair snate doggs	J.F. McCarmaek	25
1 Box scrap Iron	Bill Hardin	30
1 Ice Tongs	Geo Hatch	10
1 pitch fork	J.W. Cranfield	10
1 bowbell calf mangle	Dan Smith	60
1 double tree	Geo Hatch	65
1 Bunch Harness	W.S. Norman	2 50
1 Saddle	Harve Norman	8 00
1 set Buggy Harness	Dan Smith	9 00
1 one horse turning plow	Harve Norman	4 00
2 Pitch pumps	" " "	1 50
1 Wire stretcher	W.S. Norman	50
1 pair Balances	John Stokes	1 70
1 Bryan Hook	Bill Hardin	30
1 Madderick	Lewis Cranfield	30
1 Broad Ax	W.S. Norman	35
1 Pile fork	Bill Hardin	10
1 Iron Wedge	Geo Hatch	10
2 Sythe & Crack blades	Bill Hardin	25
1 Corn Shelter	Lewis Cranfield	2 00
1 1 horse Harrow	J.K. Allison	50
1 Sledge Hammer & cro bar	" " "	1 10
1 Cross cut saw	Bill Hardin	15
1 Boards for Hmaded 10-	W.S. Norman	15
1 horse Plow	J.W. Cranfield	2 60
1 Road Scrape	J.K. Allison	4 75
1 Mower	W.J. Williams	1 50
1 Double should plow	J.W. Cranfield	1 80
1 Pair chok lines	J.K. Allison	4 75
1 horse collar	J.W. Cranfield	2 00
1 " " "	J.F. McCarmaek	10

Carried forward

2 pair gears & collars	J.W. Branfield	2.00
1 Trace Chain	Les Hatch	1.00
2 pair Ross gears	W.S. Norman	1.00
1 pair chains	W.S. Norman	50
1 Sprocket fork	R.J. Davis	70
1 short R fork	Claud McBarmack	75
20 Herring teeth	Harry Norman	1.00
1 Box Scrap Iron	Claud McBarmack	60
2 Rindles	J.W. Branfield	1.00
1 Curry Comb & brush	Lewis Branfield	20
1 Chaf	W.H. Nixon	25.00
1 Clock	M.J. Norman	3.25
1 Metal chest & ground rock	W.S. Norman	85
Total amount of sale		109.70
S.W. Norman Adm'r		

Sworn and subscribed to before me this
 the 2 day June 1919
 Jno A Hall Clerk

Supplement Report of W.S. Norman when receipts of W.S. Norman Dec'd

5 Notes on B.H. Lunt for \$2000	20.00
1 note a " " " " " 100	10.00
1 " on L. J. Williamsore	20.00
1 " on J. S. McBarmack	65.00
1 " on Wm Norman	10.00

Mrs Lena B. Hixon Inventory of Bert Hixon estate
Inventory of the good and chattels that came or should have come

into the possession of Lena B. Hixon Admrx of the estate of Bert Hixon	
Account on Hunt-Pattor for 4 bushels	3 50 00
" " on W. W. Mans & Son	7 00 00
" " " R. B. Cranfield (about)	12 50 00
" " " Bert Hixon	50 00
one mule	100 00
" Wagon	20 00
" Reifer	40 00
" half interest in mower	5 00
" half interest in Rea Nutter	2 50
one turning plow	10 00
A few articles of tools	2 00

Lena B. Hixon Admrx
sworn to before me
June 12. 1919
Geo. A. Hall Clerk

Inventory of all the goods and Chattels that came or should have come into the possession of Lena B. Hixon admx of the estate of Burk Hixon , deceased

Account on Newt Potter for thresher	\$350.00
Account on Norman & Norman, for sawmill	\$700.00
Account on R. C. Cranfield (About)	\$125.00
Account on Jack Hixon	\$ 50.00
One mule -----	\$100.00
One wagon -----	20.00
one heifer -----	40.00
one half interest in Mower	5.00
one half interest in Pea Huller	2.50
one turning plow	10.00
A few small articles of tools Ect	25.00

Lena B. Hixon, Admrx

State of Tenn
James County

Personally appeared before me the undersigned authority Lena B Hixon and she made oath in due form of law that the above is a true inventory of all the goods and chattels that came or should have come into her hands, as admrx. of the estate of Burk Hixon, as best she can ascertain at the present to the best of her knowledge and belief.

June the 10 1917 G. W. Malone, J. P.

Final Settlement of Jas M Lewis Acct

137

On hand last report		105 68	
and disbursements since last report-			
Paid Harry Eldridge	30 00		
Paid Hester Eldridge	33 27		
Guardians allowance	10 00		
Total Disbursements	73 27		
interest-		18 00	
		123 51	
Disbursements		73 27	
		50 24	
Bills for	Paid	1 00	
leaving a balance on hand		49 24	
Receipts filed since report-			
Henry Eldridge		1 00	
Hester Eldridge		4 00	
		49 24	50 24
overpaid			76 cents

I, M. Lewis Acct
 Sworn and subscribed to before me this 17 day Sept 1919
 J. W. A. Hill, Clerk

Inventory of J. A. W. Le. King's estate of N. H. Kings estate

One Mule
One Mule
One Mule
One Horse
One Mare & calf
11 Head Cattle
5 Milch cows
3 Hogs
One Wagon
2 Turnings Mows
2 Binders
1 Corn drill
1 Laying off Plow
2 Log chains
1 Spraying hoe
Some hoes
125 B. Corn
1 H. Hook Cultivator
1 Drag Harrow
1 Cross cut saw
1 Hack
1 Sack's brass bed

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Report of Sale of Personalty of J. A. & M. Biggs Admin of the estate of
 P. H. Biggs Deced

1	Hacks	Carl Biggs	525-
1	Binder	Clide Biggs	600
1	Mower	Forke Water Biggs	110
1	craban	Carl Biggs	45-
1	Binder	Clide Biggs	525-
1	Wagon	Clarence Biggs	20.00
1	Square	Price Bunker	100
1	Hole digger	Jasper Huff	125-
1	mattock	Carl Biggs	1.05-
1	scythe	Walter Biggs	1.00
1	Nae	Bill Johnston	30
1	File	Clide Biggs	55
2	Planes	Clarence Biggs	80
1	Boat and bit	Carl Biggs	110
1	scythe cradle	Price Bunker	50
	atk	Edg Edg ^{Walter} Bunker	8.50
		Edg Bunker	5.00
		Walter Biggs	52.15
1	Mower	J & Huff	340.00
			175.00
			180.00
			185.00
			200
			300
			175-
			150
			50
			275.00
			355.00
			272.52
			25-
			50
			175-
			55-
			85-
			110
			300
			25-
			225-
			40
			550
			110
			75-
			100

144 x 5
 Biggs
 Ave

2.00
25
2.50
25
25
25

Inventory of Mrs Sarah Megatch admit
 Note 3rd 1919

one Horse
 one cow
 9 Hogs
 10 Hens
 1 Corn Mill
 2 Pair Scales
 2 Turning plows
 3 Double shovels
 1 Ford car
 2 Hay forks
 1 Wheelbarrow
 1 Road Cart
 1 Wagon
 2 hand saws
 1 set carpenter tools
 2 Spades
 1 Pick
 1 Cultivator
 1 cast hook
 3 Plains
 1 Corn sheller
 1 Crusher
 \$200⁰⁰ Cash

Mrs W. B. Megatch Exenia

Reports of sale of personal property of J.A. & H.C. Biggs Administrator of the estate of B.H. Biggs dec'd

Monkey Wrench	O. Gorden	25	Cash
Log Chain	H.H. Elliot	80	Cash
Double Blow	J.A. Biggs	1.75	
Double Tree	Charlie Knauff	55	Cash
Catch Fork	J.A. Fairbank	85	Cash
Catch Fork	Carl Biggs	1.10	
14 Tooth Cultivator	Clyde Biggs	3.00	
Scoop	Carl Biggs	25	
Turning Plow	Carl Biggs	2.25	
Laying off Plow	Clyde Biggs	40	
Sub Soiler	R.V. Kerr	5.50	Paid by check
Sledge Hammer	Carl Biggs	40	
Drag Harrow	Carl Biggs	75	
Turning Plow	J.A. Biggs	1.00	
Turning Plow	J.A. Biggs	2.00	
Corn Planter	Mat Gorden	25	
Turning Plow	Walter Biggs	2.50	
Hole Digger	Mat Gorden	25	
Saw of Fork	Jasper Huff	25	
Plow of Axel	Clyde Biggs	25	
Hack	Carl Biggs	5.25	
Binder	Clyde Biggs	6.00	
Manure Fork	Walter Biggs	1.10	
Iron Bar	Carl Biggs	45	
Binder	Clyde Biggs	8.25	
Wagon	Clarence Biggs	20.00	
Square	Orice Barther	1.00	Cash
Hole Digger	Jasper Huff	1.25	
Mattock	Carl Biggs	1.05	
Scythe	Walter Biggs	1.00	
Hoe	Bill Johnson	30	Cash
Froe	Clyde Biggs	55	
Glaives	Clarence Biggs	80	
Brace of Bits	Carl Biggs	1.10	
Scything Cradle	Orice Barther	50	Cash
10 bu Oats @ 85¢ per	Mat Gorden	8.50	
Oats rem @ 95¢	Orice Barther		
Oats rem @ 85¢	Walter Biggs		
Mower	J.E. Huff	5.00	
2 Hoops @ 17¢ per lb	J.M. McDaniel	52.19	
2 mules	W.C. Biggs	340.00	
Mare and colt	Arthur Johns	175.00	Paid by note
Stare	Clyde Biggs	175.00	
2 year old mule	Clarence Biggs	185.00	

Horse collar	Hard Taliaferro	2.00	Paid
Horse collar	Carl Biggs	3.00	
Check Lines	Ed Long	3.00	Paid
1 Pair Sear	Jasper Huff	1.75	
1 Pair Sear	Walter Biggs	1.50	
Chain of Back bands	C. A. Holt	.50	Paid
Horse collar	Allen Rogue	.75	Paid
Shove of 1 calf	E. L. Fitzgerald	275.00	
11 Stock cattle	Clarence Biggs	355.00	
corn		272.92	

Land Value

J. A. Biggs	3000.00
W. C. Biggs	3000.00
C. C. Biggs	3500.00
Mrs Huff	2500.00
Walter Biggs	3500.00
Carl Biggs	2500.00
Leana Biggs	3500.00
	<hr/>
	21500.00

J. A. & W. C. Biggs adm's
 Sworn to and subscribed to before me
 this 18th day of Aug. 1919
 Jno. A. Hall to be

Total amount of Sale	1944.06
Bank certificates	1100.00
	2200.00
	270.00
	800.00
	1000.00
	300.00 cash
	750.00
Stamps	868.00
	8232.06
	450.00 cash
	<hr/>
	8682.06

J. A. Biggs
 W. C. Biggs Executors of the estate of N. H. Biggs
 Subscribed and Sworn to before me
 this 18th day of Aug. 1919

Reports and Settlement of J.A. Hall Adm of Lina Jones

There came into my hands one note of \$100⁰⁰ 28 years old on T.D. Burrell deceased I brought suit on the note and for six years service in the family of T.D. Burrell before S.P. Carter, J.P. who dismissed both suits an appeal was taken to the circuit court and Geo Neuterburg and Traynor Smith attys on the other side made a compromise by which there came into my possession (\$200⁰⁰) from the estate of T.D. Burrell deceased and the following vouchers show just what was paid for ward

Geo Neuterburg	2000
G. D. Jones	40 00
W. B. Edison Keeping Lina Jones	30 00
" " " " " "	30 00
" " " " " "	15 00
" " " " " "	15 00
E. C. Smith	10 00
W. B. Edison	25 00
J. M. Webb MD Inquest	5 00
Leather Green Sheriff serving inquest papers	3 50
James Burns Juror inquest trial	50
M. G. McWilliams	50
W. B. Lee	50
A. P. Rogers	50
W. R. Carson	50
L. J. Baily	50
L. S. Rogler	50
A. S. Monger	50
A. C. Newton	50
W. B. Amos	50
L. M. Roy	50
J. H. Roy	50
Total Paid Out	198 50
Bal. Due	1 50

No fees payed for the letter of administration and nothing for service as guardian will ask the court to make an order to pay the \$150 to guardian for service. Acppt submitted

J. A. Hall

Also an order dismissing guardian and his bondsmen and for nothing further held

Guardian allowance (\$150) Paid

Report of F. D. Climehart Adm of J. M. Prohard deceased

1 Cross cut saw	280
1 Spirit level	50
1 Square	60
1 Hand plane	80
1 Large Chisel	30
1 Monkey Wrench	25
1 Gal. Oil Can	60
1 Coffee Mill	15
1 Grind Stone	15
Tape line & Brush	20
Chisel & Tongue	25
Cycle Grinder	15
Butter Moulds	10
Wheel	25
Hand Saw Set	45
Box & contents	40
Calf Muzzle	10
Wash Board	25
Sausage Mill	70
Scales	25
Corn Knife	15
Fruit jar	4.95
Lard Can	30
Wash tub & Bucket	20
Pans & Kettle	75
Brace & Bitts	50
Grinding Pans	40
Dish Pan	05
Butcher Knife	35
2 Smoothing Irons	1.00
Wash Pan	10
Muffin Pan	35
Lamp Complete	75
Lamp Complete	55
Hand Saw	1.00
Mirror	15
Table	20
Lasts & Stands	1.10
Glass jug	1.00
Wash Kettle	3.65
Trise	1.00

to next page 148

31.85

Continued
148 Brought from Page 147

Report of H. O. Rhinhart ex of J. M. Probert deceased

Pile of scrap iron	80
Scrap Iron	30
Tongue Chain	45
2 Posts	70
5 Shovel Clows	90
3 Hoes	85
1 Horse Plow	150
Drag Harrow	60
Beam Size	165
1st Tooth Cultivator	200
Iron & Nail	25
Double Shovel Plow	75
Maddock	25
Cast Iron digger	50
Shovel	35
Foot-Adze	60
Single Tree	25
Coak drill	500
Disc Harrow	725
Kay Rake	1550
2 Barrels	275
1 Hatchet	95
Boards	500
Log chain	155
2 Horse turning Plow	850
Disc Plow	850
Mowing Machine	900
2 Horse Wagon	6400
Plow Gear	60
Plow Gear	110
Pair wheel line	205
Set buggy harness	135
1 Heifer	5275
1 Heifer	4100
Milch cow	4000
Blind mule	1500
Mule	17000
Kay Fork	105
Dresser	650
Dresser	825
Dresser	1025
Center Table	300
Center Table	160

Report of H. O. Rhinehart ex of J. M. Prohard deced

Bedding	60
Wash Stand	350
Bed & Springs	225
Bundic paper	180
Trunk	150
Lavenport	250
Clock	40
6 Chair	850
4 Chair	50
Organ	1900
8 Plates	50
Dinning Table	100
Kitchen Safe	50
Books	35
Bed	25
Couttry	760
Window Shade	125
Basket	15
	<hr/>
	58400 Total

H. O. Rhinehart -

Summed and subscribed before this Dec 15 1911

Jno A. Hall, Clerk

Report of A. L. Gallant Guardian Carl & Rosa Gallant Minors

To the clerk of the County Court of James County, Oklahoma Terr.
Dear Sir— As guardian of Carl & Rosa Gallant Minors I
wish to report as following the principal sum on hands
April, 1st 1919 — \$1370⁶⁴ Acpt. Submitted A. L. Gallant guardian

Sworn and subscribed to before me. Dec 3rd 1919
Geo. A. Hill - Clerk

Bank of Ottawa Guardian of Bruce Willis (Helen Willham and Kate)

Principal sum \$1687.50

To J. A. Hall, Clerk
James County Court
Ottawa, Tenn.

Dear Sir:-

I desire to report on the fund with
the Bank of Ottawa, Guardian of Helen Willham & Kate
Bruce - as follows-

Principal	
Principal sum on hand Dec 8 th 1918	\$1687.50
Interest on same for year ending Dec 8 th 1919	101.25
Total	\$1788.75
Paid to Bessie Keys, Mother of said Minor	101.25
On hand Dec 8 th 1919	1687.50
Receipt Submitted.	

Bank of Ottawa Guardian
by Hunter Purcher Cashier

Examined and subscribed before me Dec 8 1919
Jno A. Hall Clerk

CERTIFICATE
-of-
AUTHENTICITY

I hereby certify that the microfilm images contained between the beginning and ending certificates are true photographic copies of the instruments as recorded in the office of the CLERK AND MASTER of HAMILTON County of the State of TENNESSEE and that all retakes contained therein have been properly certified for insertion in their proper sequence.

AUTHORIZED SIGNATURE

CAMERA OPERATOR'S SIGNATURE

James B. Lee

III. Chil. Death Certif. Mails

CAMERA OPERATOR REPORT

ROLL NO.

DATE 8-27-91

TYPE OF WORK FILMED	CONTENTS ON ROLL	COMMENTS
Inventories &	Jan. 1914	
Settlements Bk.	thru	
James County	Dec. 1919	

FROM THE OFFICE OF Clerk & Master Probate Division

OPERATOR'S SIGNATURE

Cyril Mallin

DEGREES REDUCTION

22X

FILE TYPE

AHU

EXPOSURE #

74V

CERTIFICATE

-of-

AUTHENTICITY

I hereby certify that the microfilm images contained between the beginning and ending certificates are true photographic copies of the instruments as recorded in the office of the CLERK AND MASTER of HAMILTON County of the State of TENNESSEE and that all retakes contained therein have been properly certified for insertion in their proper sequence.

AUTHORIZED SIGNATURE

CAMERA OPERATOR'S SIGNATURE

James B. Lee

III. Child Death Court. Mails

CAMERA OPERATOR REPORT

ROLL NO.

DATE 8-27-91

TYPE OF WORK FILMED	CONTENTS ON ROLL	COMMENTS
Administrat	April 1913	
Bonds & Letters	thru	
James County		

FROM THE OFFICE OF Clerk & Master Probate Division

OPERATOR'S SIGNATURE

Crystal Bellum

DEGREES REDUCTION

18x

FILM TYPE

A4U

EXPOSURE #

Administrators Bonds
& letters w^hy
James C. G.

Bonds of Administrators

J. L. Lewis Admin Geo W Lewis & estate	page	3
W. S. Mcbrary.. Joseph Mcbrary & ed ..	..	2
B. W. J. Davis Cyntha Davis ..	..	5
B. J. Davis & R. S. Cannon Admin of B. S. Spoford's estate ..	..	6
Mrs Lizzie H. Carroll Admin Mrs Lucy Ann Brumit's estate		14
W. J. Sims Admin of the estate Sarah Huntington		17
J. W. Davis .. Martha Davis estate		20
J. M. Bailey .. J. Q. Bailey estate		15-
P. A. Henry .. estate W. M. Henry estate		19
J. L. Burns .. M. L. Roy & ed		21
W. L. Brown .. L. P. Rogers		22
J. R. Smith .. C. D. Smith		25
J. A. & W. C. Biggs		53

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, _____

are bound to the State of Tennessee in the penalty of Two hundred & fifty Dollars.

Witness our hands and seals, this 28 day of Apr, A.D. 1913

The Condition of this Obligation is such:

That whereas, the above bound W.S. McCurry

has been appointed Administrator of the estate of Joseph McCary, deceased:

Now, if the said W.S. McCurry

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

W.S. McCurry (Seal.)
Charley Harris (Seal.)
P. J. Lovell (Seal.)
(Seal.)

Approved by the Court at 28th Apr Term, 1913

Ed Robinson, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To S.W. McCurry a Citizen of James County:

Whereas, it appears to the Court now in session, that Joseph McCary has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said S.W. McCurry to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, S. L. Lovell, Clerk of said Court, at office, this the 28 day of Apr, 1914, and the _____ year of American Independence.

S. L. Lovell
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, _____

_____, are bound to the State of Tennessee in the penalty of _____ Dollars.

Witness our hands and seals, this _____ day of _____, A.D. 191_____

The Condition of this Obligation is such:

That whereas, the above bound _____

_____ ha _____ been appointed Administrat _____ of the estate of _____, deceased:

Now, if the said _____

shall well and truly, as such Administrat _____, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

Ed Gamble (Seal.)
Ed Gamble (Seal.)

_____ (Seal.)

Approved by the Court at _____ Term, 191_____

J. _____, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To _____ a Citizen of _____ County:

Whereas, it appears to the Court, now in session, that _____

_____ has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said

_____ to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, _____, Clerk of said Court, at office, this the _____ day of _____, 19_____, and the _____ year of American Independence.

County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, G. J. Lewis, H. H. Lewis, A. B. Smith, Clerk Lee
R. P. Kern: R. P. Kern.

are bound to the State of Tennessee in the
penalty of Four Thousand Dollars.

Witness our hands and seals, this 8 day of Dec, A.D. 1913

The Condition of this Obligation is such:

That whereas, the above bound G. J. Lewis

has been appointed Administrator of the
estate of George W. Lewis, deceased:

Now, if the said G. J. Lewis

shall well and truly, as such Administrator, perform all the duties which are or
may be required by law, this obligation shall be void; otherwise to remain in full
force and virtue.

G. J. Lewis (Seal.)

H. H. Lewis (Seal.)

Clerk Lee (Seal.)

A. B. Smith (Seal.)

R. P. Kern (Seal.)

Approved by the Court at Dec 8 Term, 1913

E. J. Robinson, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To G. J. Lewis
a Citizen of James County:

Whereas, it appears to the Court, now in session, that George W. Lewis
has died, leaving no will, and the Court being satisfied
as to your claim to the administration, and you having given bond and qualified as
directed by law, and the Court having ordered that Letters of Administration
be issued to you: These are, therefore, to authorize and empower you, the said
G. J. Lewis to take into your possession and control,
all the goods, chattels, claims, and papers of the said intestate, and return a true
and perfect inventory thereof to our next County Court, or within ninety days from
the date hereof; to collect and pay all debts, and to do and transact all the duties in
relation to said estate which lawfully devolve on you as Administrator; and, after
having settled up said estate, to deliver the residue thereof to those who have a right
thereto by law. Herein fail not.

Witness, E. J. Robinson, Clerk of said Court, at office, this
the 8 day of Dec, 1913, and the year of
American Independence.

E. J. Robinson
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, _____

_____, are bound to the State of Tennessee in the penalty of _____ Dollars.

Witness our hands and seals, this _____ day of _____, A.D. 191_____

The Condition of this Obligation is such:

That whereas, the above bound _____

_____ ha_____ been appointed Administrat_____ of the estate of _____, deceased:

Now, if the said _____

shall well and truly, as such Administrat_____, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

(Seal.)

(Seal.)

(Seal.)

(Seal.)

Approved by the Court at _____ Term, 191_____

_____, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To _____ a Citizen of _____ County:

Whereas, it appears to the Court, now in session, that _____

_____ has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said

_____ to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, _____, Clerk of said Court, at office, this the _____ day of _____, 19_____, and the _____ year of American Independence.

County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, B. F. Davis, J. J. Davis, J. W. Davis, Lillian Lovell & S. R. Lovell

are bound to the State of Tennessee in the penalty of Twelve thousand five hundred Dollars. Witness our hands and seals, this 7 day of Apr, A.D. 1914

The Condition of this Obligation is such:

That whereas, the above bound B. F. Davis & J. J. Davis

has been appointed Administrator of the estate of Cynthia Davis, deceased:

Now, if the said B. F. Davis & J. J. Davis

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

B. F. Davis (Seal.)
J. J. Davis (Seal.)
J. W. Davis (Seal.)
S. R. Lovell (Seal.)

Approved by the Court at Apr Term, 1914, Lillian Lovell, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To _____ a Citizen of _____ County:

Whereas, it appears to the Court, now in session, that

_____ has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said

_____ to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, _____, Clerk of said Court, at office, this the _____ day of _____, 19 _____, and the _____ year of American Independence.

County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, *B. F. Davis; R. H. Cannon*

are bound to the State of Tennessee in the penalty of *Fifteen hundred* Dollars.

Witness our hands and seals, this *10* day of *May*, A.D. 191*4*

The Condition of this Obligation is such:

That whereas, the above bound *B. F. Davis*

has been appointed Administrator of the estate of *George S. Stephens*, deceased:

Now, if the said *B. F. Davis*

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

B. F. Davis (Seal.)
R. H. Cannon (Seal.)
Lillian N. Lovell (Seal.)
S. L. Howell (Seal.)

Approved by the Court at _____ Term, 191_____

_____, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To _____ a Citizen of _____ County:

Whereas, it appears to the Court, now in session, that _____

has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said

to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, _____, Clerk of said Court, at office, this the _____ day of _____, 19_____, and the _____ year of American Independence.

County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We,

....., are bound to the State of Tennessee in the
penalty of Dollars.

Witness our hands and seals, this day of, A.D. 191.....

The Condition of this Obligation is such:

That whereas, the above bound

..... ha..... been appointed Administrat..... of the
estate of, deceased:

Now, if the said

shall well and truly, as such Administrat....., perform all the duties which are or
may be required by law, this obligation shall be void; otherwise to remain in full
force and virtue.

..... (Seal.)

..... (Seal.)

..... (Seal.)

..... (Seal.)

Handwritten signature

Approved by the Court at Term, 191.....

....., Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To
..... a Citizen of County:

Whereas, it appears to the Court, now in session, that.....

..... has died, leaving no will, and the Court being satisfied
as to your claim to the administration, and you having given bond and qualified as
directed by law, and the Court having ordered that Letters of Administration
be issued to you: These are, therefore, to authorize and empower you, the said

..... to take into your possession and control,
all the goods, chattels, claims, and papers of the said intestate, and return a true
and perfect inventory thereof to our next County Court, or within ninety days from
the date hereof; to collect and pay all debts, and to do and transact all the duties in
relation to said estate which lawfully devolve on you as Administrator; and, after
having settled up said estate, to deliver the residue thereof to those who have a right
thereto by law. Herein fail not.

Witness,, Clerk of said Court, at office, this
the day of, 19....., and the year of
American Independence.

.....
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, Lizzie H. Carrell M M Alison
J. Lynch

, are bound to the State of Tennessee in the penalty of Five Thousand Dollars.

Witness our hands and seals, this 19th day of Jan, A.D. 1915.

The Condition of this Obligation is such:

That whereas, the above bound Lizzie H. Carrell

had been appointed Administrator of the estate of Mrs Lucy Ann Brummitt, deceased:

Now, if the said Lizzie H. Carrell administrator

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

Witness to signatures
John B. Hagle
L. H. Carroll

Lizzie H. Carrell (Seal.)
M. M. Alison (Seal.)
J. Lynch (Seal.)
(Seal.)

Approved by the Court at Jan Term, 1915
W. H. Howard, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To Lizzie H. Carrell
a Citizen of Henrietta County:

Whereas, it appears to the Court, now in session, that Mrs Lucy Ann Brummitt has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said

Lizzie H. Carrell to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, Jud A. Hall, Clerk of said Court, at office, this the 17 day of Jan, 1915, and the _____ year of American Independence.

Jud A. Hall
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, *W. L. Sims* *H. C. Seegins* *C. C. Coffin*

are bound to the State of Tennessee in the penalty of *Two Hundred* Dollars.

Witness our hands and seals, this *27* day of *Jan*, A.D. 191*5*.

The Condition of this Obligation is such:

That whereas, the above bound *W. L. Sims*

had been appointed Administrator of the estate of *Mrs Sarah Demington*, deceased:

Now, if the said *W. L. Sims*

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

W. L. Sims (Seal.)
H. C. Seegins (Seal.)
C. C. Coffin (Seal.)

Approved by the Court at _____ Term, 191_____,
_____, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To *W. L. Sims* a Citizen of *James* County:

Whereas, it appears to the Court, now in session, that *Sarah Demington* has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said *W. L. Sims* to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, *Jno A. Ball*, Clerk of said Court, at office, this the *27* day of *Jan*, 191*5*, and the _____ year of American Independence.

Jno A. Ball
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, Mrs. S. M. Bailey, W. T. Bailey and Luther Bailey

are bound to the State of Tennessee in the penalty of Three hundred Dollars.

Witness our hands and seals, this 1st day of March, A.D. 1915

The Condition of this Obligation is such:

That whereas, the above bound Mrs. S. M. Bailey

has been appointed Administratrix of the estate of S. O. Bailey, deceased:

Now, if the said Mrs. S. M. Bailey

shall well and truly, as such Administratrix, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

S. O. Bailey (Seal.)
L. J. Bailey (Seal.)
W. T. Bailey (Seal.)

Approved by the Court at March 1st Term, 1915

W. H. Howard, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To Mrs. S. M. Bailey, a Citizen of James County:

Whereas, it appears to the Court, now in session, that S. O. Bailey has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said Mrs. S. M. Bailey to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, Jno. A. Hall, Clerk of said Court, at office, this 1st day of March, 1915, and the year of American Independence.

Jno. A. Hall County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, P. A. Henry Principal H. H. Lewis
H. Halder Robt. P. Kerr & B. F. Davis
are bound to the State of Tennessee in the
penalty of ~~Five~~ Thousand (\$4,000) Dollars.
Witness our hands and seals, this 3 day of May, A.D. 1915

The Condition of this Obligation is such:

That whereas, the above bound P. A. Henry

had been appointed Administrator of the
estate of J. M. Henry Deceased, deceased:
Now, if the said P. A. Henry

shall well and truly, as such Administrator, perform all the duties which are or
may be required by law, this obligation shall be void; otherwise to remain in full
force and virtue.

P. A. Henry (Seal.)
H. H. Lewis (Seal.)
H. Halder (Seal.)
Robt. P. Kerr & B. F. Davis (Seal.)

Approved by the Court at My to & Term, 1915.
W. H. Howard, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To P. A. Henry
a Citizen of James County:

Whereas, it appears to the Court, now in session, that
J. M. Henry has died, leaving no will, and the Court being satisfied
as to your claim to the administration, and you having given bond and qualified as
directed by law, and the Court having ordered that Letters of Administration
be issued to you: These are, therefore, to authorize and empower you, the said
P. A. Henry to take into your possession and control,
all the goods, chattels, claims, and papers of the said intestate, and return a true
and perfect inventory thereof to our next County Court, or within ninety days from
the date hereof; to collect and pay all debts, and to do and transact all the duties in
relation to said estate which lawfully devolve on you as Administrator; and, after
having settled up said estate, to deliver the residue thereof to those who have a right
thereto by law. Herein fail not.

Witness, J. M. A. Hall, Clerk of said Court, at office, this
the 3 day of May, 1915, and the year of
American Independence.

J. M. A. Hall
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, S. W. Davis H. M. Bellin

are bound to the State of Tennessee in the penalty of Three hundred Dollars.

Witness our hands and seals, this 15 day of July, A.D. 1915

The Condition of this Obligation is such:

That whereas, the above bound S. W. Davis

has been appointed Administrator of the estate of Martha Davis, deceased:

Now, if the said S. W. Davis

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

S. W. Davis (Seal.)
W. L. Holder (Seal.)
H. M. Bellin (Seal.)

Approved by the Court at Aug Term, 1915
W. H. Howard, Chairman.

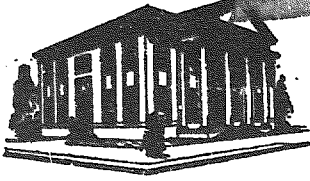
LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To S. W. Davis a Citizen of James County:

Whereas, it appears to the Court, now in session, that Martha Davis has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said S. W. Davis to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, Jno. A. Hall, Clerk of said Court, at office, this the 15 day of July, 1915, and the year of American Independence.
Jno. A. Hall County Court Clerk.



J. A. HALL

County Court Clerk

OF JAMES COUNTY

Coltedah, Tenn. Aug 31st 1881

Received of Geo. A. Hull & Deed on
surveyors report & land Plat

G. A. Coffey

Register

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, J. L. Burns, L. F. Bailey & W. T. Bailey,

are bound to the State of Tennessee in the penalty of Two Hundred fifty Dollars.

Witness our hands and seals, this 21 day of Aug, A.D. 1915

The Condition of this Obligation is such:

That whereas, the above bound J. L. Burns

has been appointed Administrator of the estate of M. L. Roy, deceased:

Now, if the said J. L. Burns

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

J. L. Burns (Seal.)
L. F. Bailey (Seal.)
W. T. Bailey (Seal.)

Approved by the Court at Nov 1st Term, 1915
W. H. Howard, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To J. L. Burns a Citizen of James County:

Whereas, it appears to the Court, now in session, that M. L. Roy has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said J. L. Burns to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, Jno. A. Hall, Clerk of said Court, at office, this the 21 day of August, 1915, and the year of American Independence.

Jno. A. Hall County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, W. L. Rogers A. Y. Rogers Mary Rogers & Mrs Rhoda Rogers, are bound to the State of Tennessee in the penalty of one thousand (1000⁰⁰) Dollars. Witness our hands and seals, this 13 day of Sept, A.D. 1915.

The Condition of this Obligation is such: That whereas, the above bound W. L. Rogers

had been appointed Administrator of the estate of J. P. Rogers, deceased: Now, if the said W. L. Rogers

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

W. L. Rogers (Seal.)
Mary Rogers (Seal.)
A. Y. Rogers (Seal.)
Mrs Rhoda Rogers (Seal.)

Approved by the Court at Nashville Term, 1915
W. H. Howard, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To W. L. Rogers a Citizen of James County:

Whereas, it appears to the Court, now in session, that J. P. Rogers has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said W. L. Rogers to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, Jno a Hall, Clerk of said Court, at office, this the 13 day of Sept, 1915, and the _____ year of American Independence.
Jno a Hall
County Court Clerk.

ADMINISTRATOR'S BOND.

J. R. Smith

Administrator of

L. B. Smith Deced

Given 9 day Oct Term, 1912

J. R. Smith

J. H. Roe

Edwin K. Smith

D. B. Hughes

Ed. Williams

State of Tennessee, James County.

We, J. R. Smith

, are bound to the State of Tennessee in the

penalty of Eight Thousand 000⁰⁰ Dollars.

Witness our hands and seals, this day of , A. D. 1915

The Condition of this Obligation is such, That whereas, the above bound

J. R. Smith

had been appointed Administrator

of the estate of C. D. Smith, deceased:

Now, if the said J. R. Smith

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

J. R. Smith (Seal.)

J. H. Poe (Seal.)

Chas Krauff (Seal.)

W. H. Hughes (Seal.)

E. J. Peterson (Seal.)

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, J. R. Smith, J. H. Poe, Charles Knapp, O. B. Hughes & Ted Robinson are bound to the State of Tennessee in the penalty of Eight (8000.00) Dollars. Witness our hands and seals, this 4 day of Oct, A.D. 1915

The Condition of this Obligation is such:

That whereas, the above bound J. R. Smith

had been appointed Administrator of the estate of G. D. Smith, deceased: Now, if the said J. R. Smith

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

J. R. Smith (Seal.)
J. H. Poe (Seal.)
Charles Knapp (Seal.)
O. B. Hughes & Ted Robinson (Seal.)

Approved by the Court at Nov 11 Term, 1915. W. H. Howard, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To J. R. Smith a Citizen of Hamilton County:

Whereas, it appears to the Court, now in session, that G. D. Smith has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said J. R. Smith to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, Jno. A. Hall, Clerk of said Court, at office, this the 4 day of Oct, 1915, and the year of American Independence. Jno. A. Hall County Court Clerk.

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ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, J.M. Rains W. H. Rains and J. S. Norman

are bound to the State of Tennessee in the penalty of Five Hundred (\$500) Dollars.

Witness our hands and seals, this 4 day of Jan, A.D. 1916

The Condition of this Obligation is such:

That whereas, the above bound J.M. Rains

had been appointed Administrator of the estate of W. H. Rains, deceased:

Now, if the said J.M. Rains

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

J.M. Rains (Seal.)
W. H. Rains (Seal.)
J. S. Norman (Seal.)

Approved by the Court at Jan Term, 1916. E. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To J.M. Rains a Citizen of James County:

Whereas, it appears to the Court, now in session, that W. H. Rains

has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said

J.M. Rains to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, Jno. A. Hall, Clerk of said Court, at office, this the 4 day of Jan, 1916, and the year of American Independence.

Jno. A. Hall County Court Clerk.

State of Tennessee, James County.

We, Jm, Rains

are bound to the State of Tennessee in the penalty of Five Hundred \$500.00 Dollars.

Witness our hands and seals, this 14 day of Jan, A.D. 1906

The Condition of this Obligation is such, That whereas, the above bound

Jm, Rains

had been appointed Administrator

of the estate of W. A. Rains, deceased:

Now, if the said Jm Rains

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

Jm Rains (Seal.) W. A. Rains Jr (Seal.)

By Norman (Seal.)

(Seal.)

(Seal.)

ADMINISTRATORS BOND.

J. M. Davis

Administrators of

W. H. Davis

Given *Jan* Term, 191*8*

James M. Davis

State of Tennessee, James County.

W. L. Halder & J. B. Shiley

are bound to the State of Tennessee in the penalty of Twelve Thousand (\$12,000) Dollars.

Witness our hands and seals, this 14 day of Jan, A.D. 1916

The Condition of this Obligation is such, That whereas, the above bound

W. L. Halder & J. B. Shiley

had been appointed Administrators

of the estate of G. L. & Eliza Burrell, deceased:

Now, if the said W. L. Halder & J. B. Shiley

shall well and truly, as such Administrators, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

J. M. Wolfe
W. P. Bentler
A. Harris

W. L. Halder & J. B. Shiley (Seal.)

Sutton Green (Seal.)

M. J. Holder (Seal.)

V. D. Shiley (Seal.)

B. B. Sanger (Seal.)

W. O. Wata
H. H. Salinger

ADMINISTRATORS' BOND.

W. J. Alden &

J. B. Wiley

Administrators of

Y. O. V. Olynka, Inc.

Given for

Term, 1914

Geo. A. Hall Clerk

Approved for 12 Mps

E. G. Smith

Chairman

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, W.L. Halder J.B. Shirley Principals Lutter here
H. Halder M.H. Halder J.G. Shirley W. O. Watto N.H. Galifors
are bound to the State of Tennessee in the
penalty of Twelve Thousand (\$12,000) Dollars.
Witness our hands and seals, this 15 day of Jan, A.D. 1916

The Condition of this Obligation is such:
That whereas, the above bound W.L. Halder & J.B. Shirley

had been appointed Administrators of the
estate of J.L. Burrell & Eliza Burrell deceased:
Now, if the said W.L. Halder & J.B. Shirley

shall well and truly, as such Administrators, perform all the duties which are or
may be required by law, this obligation shall be void; otherwise to remain in full
force and virtue

W.O. Watto (Seal.)
N.H. Galifors (Seal.)
J.G. Shirley (Seal.)
H. Halder M.H. Halder (Seal.)
J.B. Shirley (Seal.)

Approved by the Court at Feb Term, 1916
Ed Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To W.L. Halder & J.B. Shirley
a Citizens of James County:

Whereas, it appears to the Court, now in session, that J.L. Burrell
& Eliza Burrell has died, leaving no will, and the Court being satisfied
as to your claim to the administration, and you having given bond and qualified as
directed by law, and the Court having ordered that Letters of Administration
be issued to you: These are, therefore, to authorize and empower you, the said
W.L. Halder & J.B. Shirley to take into your possession and control,
all the goods, chattels, claims, and papers of the said intestate, and return a true
and perfect inventory thereof to our next County Court, or within ninety days from
the date hereof; to collect and pay all debts, and to do and transact all the duties in
relation to said estate which lawfully devolve on you as Administrators; and, after
having settled up said estate, to deliver the residue thereof to those who have a right
thereto by law. Herein fail not.

Witness, Jno A. Hall, Clerk of said Court, at office, this
the 15 day of Jan, 1916, and the year of
American Independence.
Jno A. Hall
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, Z. J. Watkins Hunter Furch and J. M. Webb

are bound to the State of Tennessee in the penalty of Twelve (\$120000) Hundred Dollars.

Witness our hands and seals, this 11 day of April, A.D. 1916.

The Condition of this Obligation is such:

That whereas, the above bound Z. J. Watkins

has been appointed Administrator of the estate of J. P. Parker with the will of Mrs. Lou H. Adams, deceased.

Now, if the said Z. J. Watkins

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

(Seal.)
Hunter Furch (Seal.)
J. M. Webb (Seal.)
(Seal.)

Approved by the Court at April Term, 1916.
E. Schmidt, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To Z. J. Watkins with the will of Mrs. Lou H. Adams deceased
a Citizen of James County:

Whereas, it appears to the Court, now in session, that J. P. Parker has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said Z. J. Watkins to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, Juo A. Hall, Clerk of said Court, at office, this the 11 day of April, 1916, and the _____ year of American Independence.
Juo A. Hall
County Court Clerk.

State of Tennessee, James County.

We, Nancy Hopkins

are bound to the State of Tennessee in the penalty of \$4500 Dollars.

Witness our hands and seals, this 7 day of Aug, A.D. 1916

The Condition of this Obligation is such, That whereas, the above bound

Nancy Hopkins

has been appointed Administrator of the estate of Peter Hopkins, deceased:

Now, if the said Nancy Hopkins

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

Mrs. Nancy Hopkins (Seal.)
G. J. Brown (Seal.)
W. C. Bowden (Seal.)
Charlie Gunnou (Seal.)
Sam Wethrow (Seal.)

ADMINISTRATOR'S BOND.

Nancy Hopkins

Administrator of

Peter Hopkins

Given *Aug* Term, 191*8*

Jno. A. Hall

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, Mrs Nancy Hopkins col D. J. Brown W. C. Browder
Lehrli Zimmerman Sam Wetherow

are bound to the State of Tennessee in the
penalty of (\$450⁰⁰) Four hundred & fifty Dollars.

Witness our hands and seals, this 7 day of Aug, A.D. 1914

The Condition of this Obligation is such:

That whereas, the above bound Nancy Hopkins col

had been appointed Administrator of the
estate of Peter Hopkins, deceased:

Now, if the said Nancy Hopkins

shall well and truly, as such Administrator, perform all the duties which are or
may be required by law, this obligation shall be void; otherwise to remain in full
force and virtue.

Nancy Hopkins (Seal.)

D. J. Brown (Seal.)

W. C. Browder (Seal.)

Sam Wetherow (Seal.)

Approved by the Court at

Term, 191

E. B. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To Nancy Hopkins col
a Citizen of James County:

Whereas, it appears to the Court, now in session, that Peter Hopkins

has died, leaving no will, and the Court being satisfied
as to your claim to the administration, and you having given bond and qualified as
directed by law, and the Court having ordered that Letters of Administration
be issued to you: These are, therefore, to authorize and empower you, the said
Nancy Hopkins to take into your possession and control,
all the goods, chattels, claims, and papers of the said intestate, and return a true
and perfect inventory thereof to our next County Court, or within ninety days from
the date hereof; to collect and pay all debts, and to do and transact all the duties in
relation to said estate which lawfully devolve on you as Administrator; and, after
having settled up said estate, to deliver the residue thereof to those who have a right
thereto by law. Herein fail not.

Witness, J. W. A. Hall, Clerk of said Court, at office, this

the 7 day of Aug, 1914, and the year of
American Independence.

J. W. A. Hall
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, Mary J. Nichols M. L. Langston

are bound to the State of Tennessee in the penalty of (12000) Twelve Thousand Dollars.

Witness our hands and seals, this 23 day of Sept, A.D. 1916.

The Condition of this Obligation is such:

That whereas, the above bound Mary J. Nichols

has been appointed Administrator of the estate of J. M. Nichols, deceased:

Now, if the said Mary J. Nichols

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

Mary J. Nichols (Seal.)
M. L. Langston (Seal.)
Allen Fitzfield (Seal.)
(Seal.)

Approved by the Court at _____ Term, 1916
E. C. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To Mary J. Nichols,
a Citizen of James County:

Whereas, it appears to the Court, now in session, that J. M. Nichols has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said Mary J. Nichols to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, Jno A Hall, Clerk of said Court, at office, this the 19 day of August, 1916, and the _____ year of American Independence.
Jno A Hall
County Court Clerk.

Petition for Administration

ESTATE OF J. N. Nichols DECEASED

Petition of Mary J. Nichols to have Mary J. Nichols appointed administratrix of the estate of J. N. Nichols, deceased.

Your petitioner shows that on the 18 day of March 1946 J. N. Nichols died intestate in James Tennessee leaving personalty valued at \$1000 and certain real estate situated in James County, Tenn

Your petitioner further shows that the following are the heirs at law of said estate Mary J. Nichols is the widow and heir at law of J. N. Nichols Dec'd estate

The premises considered your petitioner begs to have Mary J. Nichols appointed administratrix of said estate of J. N. Nichols, deceased, on giving such bond and securities as your honorable court will designate and approve, and that she be allowed to qualify as administratrix and letters of administration be issued to her. Mary J Nichols Petitioner

STATE OF TENNESSEE, } ss.
County of Hamilton

Personally appeared before me, Jno A Hall, Clerk of the County Court of said County, the said Mary J. Nichols, and she being duly sworn, deposes and says that the facts asserted in the above petition are true according to the best of her knowledge and belief. Mary J Nichols Petitioner

Sworn to and subscribed before me this 19 day of aug 1946
Jno A Hall Clerk
Dep. Clerk

I, _____ waive my right to administer on the above named estate, and join in the foregoing petition:

We, the undersigned, are securities for the costs:

PETITION FOR ADMINISTRATION

Estate of

J. M. Nichols
Deceased

Mary J. Nichols
Administrator

19 day Aug 1914

ENTERED

Pro. Rec. No. Page

142

State of Tennessee, *James* County.

We, *Mary J. Nichols*

....., are bound to the State of Tennessee in the
penalty of *\$1200.00* *Twelve Hundred* Dollars.

Witness our hands and seals, this *23* day of *Sept*, A.D. 191*6*.

The Condition of this Obligation is such, That whereas, the above bound

..... has been appointed Administrator
of the estate of *J. Nichols*, deceased:

Now, if the said *Mary J. Nichols*

shall well and truly, as such Administrator, perform all the duties which are or
may be required by law, this obligation shall be void; otherwise to remain in full
force and virtue.

Mary J. Nichols (Seal.)

M. L. Langston (Seal.)

Allen Wifford (Seal.)

(Seal.)

(Seal.)

ADMINISTRATOR'S BOND.

Wm J. Wells

Administrator of

Providence

Given *Aug* Term, 191*6*

Jno A. Still

State of Tennessee, James County.

We, Dilsy Brown Pricoff

are bound to the State of Tennessee in the penalty of 6000 Six Hundred Dollars.

Witness our hands and seals, this day of , A.D. 1914

The Condition of this Obligation is such, That whereas, the above bound

Mrs Dilsy

had been appointed Administrator of the estate of Harley Brown Sr, deceased:

Now, if the said Dilsy Brown

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

Dilsy Brown Pricoff (Seal.)
C. B. Roy (Seal.)
D. F. Brown (Seal.)
Wm Simpson (Seal.)

ADMINISTRATORS BOND.

Wm. Dillig Brown

Administrators of

Kentley Brown

GIVEN

Oct

Term, 1914

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

we, Delia Brown Principle to her under to B. Roy
D. J. Brown Wm. Wilson
are bound to the State of Tennessee in the
penalty of six Hundred (600⁰⁰) Dollars.
Witness our hands and seals, this 4 day of Oct, A.D. 1914

The Condition of this Obligation is such:

That whereas, the above bound Delia Brown

has been appointed Administrator of the
estate of Harvey Brown Sr Col, deceased:
Now, if the said Delia Brown

shall well and truly, as such Administrator, perform all the duties which are or
may be required by law, this obligation shall be void; otherwise to remain in full
force and virtue.

Delia Brown (Seal.)
W. Wilson (Seal.)
B. Roy (Seal.)
D. J. Brown Wm. Wilson (Seal.)

Approved by the Court at _____ Term, 191
E. C. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To Delia Brown
a Citizen of James County:

Whereas, it appears to the Court, now in session, that Harvey
Brown Sr Col has died, leaving no will, and the Court being satisfied
as to your claim to the administration, and you having given bond and qualified as
directed by law, and the Court having ordered that Letters of Administration
be issued to you: These are, therefore, to authorize and empower you, the said
Delia Brown to take into your possession and control,
all the goods, chattels, claims, and papers of the said intestate, and return a true
and perfect inventory thereof to our next County Court, or within ninety days from
the date hereof; to collect and pay all debts, and to do and transact all the duties in
relation to said estate which lawfully devolve on you as Administrator; and, after
having settled up said estate, to deliver the residue thereof to those who have a right
thereto by law. Herein fail not.

Witness, J. W. A. Hall, Clerk of said Court, at office, this
the 4 day of Oct, 1914, and the _____ year of
American Independence.
J. W. A. Hall
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, *R. H. Guthrie & Dr. L. K. Hawk*

are bound to the State of Tennessee in the penalty of *one thousand* Dollars.

Witness our hands and seals, this *9* day of *Feb*, A.D. 191*7*

The Condition of this Obligation is such:

That whereas, the above bound *R. H. Guthrie*

has been appointed Administrator of the estate of *Joseph Bones*, deceased:

Now, if the said *R. H. Guthrie*

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

R. H. Guthrie (Seal.)
Dr. L. K. Hawk (Seal.)
(Seal.)
(Seal.)

Approved by the Court at *March* Term, 191*7*
E. C. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To *R. H. Guthrie*
a Citizen of *Hamilton* County:

Whereas, it appears to the Court, now in session, that *Joseph Bones* has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said *R. H. Guthrie* to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, *Jos. A. Hall*, Clerk of said Court, at office, this the *9* day of *Feb*, 191*7*, and the _____ year of American Independence.

Jos. A. Hall
County Court Clerk.

State of Tennessee, James County.

We, R. H. Guthrie & L. K. Hawk

are bound to the State of Tennessee in the penalty of one thousand (1000.00) Dollars.

Witness our hands and seals, this 9 day of Feb, A.D. 1917

The Condition of this Obligation is such, That whereas, the above bound

R. H. Guthrie

has been appointed Administrator of the estate of Joseph Bone, deceased:

Now, if the said R. H. Guthrie

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

R. H. Guthrie (Seal.)

L. K. Hawk (Seal.)

(Seal.)

(Seal.)

(Seal.)

ADMINISTRATOR'S BOND.

R. H. Curtis

Administrator of

Joseph Bonville

Given *and*

Sept. 1911

.....
.....
.....
.....
.....
.....

State of Tennessee, *James* County.

We, *L. S. Rogers*

are bound to the State of Tennessee in the penalty of *Twelve Hundred (\$1200⁰⁰)* Dollars.

Witness our hands and seals, this *5th* day of *March*, A. D. 19*17*

The Condition of this Obligation is such, That whereas, the above bound

has been appointed Administrator

of the estate of *W. Mitchell*, deceased:

Now, if the said *L. S. Rogers*

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

L. S. Rogers (Seal.)

A. C. Ball (Seal.)

A. J. Rogers (Seal.)

W. J. Doe (Seal.)

Rec. Clerk (Seal.)

488
1000
5112

ADMINISTRATOR'S BOND.

L. A. Payne

Administrator of

W. N. Washburn Bond

Given *March* Term, 191*7*

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

we, L.S. Rogers, A. G. Ball, A. J. Rogers & W. J. Pate & P. M. Cate

are bound to the State of Tennessee in the penalty of \$1200 Dollars.

Witness our hands and seals, this 5 day of March, A.D. 1917

The Condition of this Obligation is such:

That whereas, the above bound L.S. Rogers

had been appointed Administrator of the estate of W.H. Mitchell, deceased:

Now, if the said L.S. Rogers

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

L.S. Rogers (Seal.)

A. G. Ball (Seal.)

A. J. Rogers (Seal.)

W. J. Pate & P. M. Cate (Seal.)

Approved by the Court at April Term, 1917

E. C. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To L.S. Rogers a Citizen of James County:

Whereas, it appears to the Court, now in session, that W.H. Mitchell has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said L.S. Rogers to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein, fail not.

Witness, Jno. A. Hall, Clerk of said Court, at office, this the 5 day of March, 1917, and the year of American Independence.

Jno. A. Hall County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, Nanni Bates J. C. Parterson and W. Jones

, are bound to the State of Tennessee in the penalty of (8800.00) Eight Thousand Dollars.

Witness our hands and seals, this 7 day of April, A.D. 1917

The Condition of this Obligation is such:

That whereas, the above bound Nanni Bates

had been appointed Administrator of the estate of R. B. Bates, D., deceased:

Now, if the said Nanni Bates

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

Nanni Bates (Seal.)
J. C. Parterson (Seal.)
(Seal.)
(Seal.)

Approved by the Court at May Term, 1917

E. C. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To Nanni Bates, a Citizen of James County:

Whereas, it appears to the Court, now in session, that R. B. Bates

has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said

Nanni Bates to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, Jud. A. Hall, Clerk of said Court, at office, this the 7 day of May, 1917, and the _____ year of American Independence.

Jud. A. Hall
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, W. B. Dyson S. J. Carter & Allen Hitzfeld

are bound to the State of Tennessee in the penalty of Seven Hundred (\$700.00) Dollars.

Witness our hands and seals, this 13 day of Oct, A.D. 1917

The Condition of this Obligation is such:

That whereas, the above bound W. B. Dyson

had been appointed Administrator of the estate of J. S. Dyson Deed of Mules &c, deceased: Now, if the said W. B. Dyson

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

W. B. Dyson (Seal.)
S. J. Carter (Seal.)
Allen Hitzfeld (Seal.)

Approved by the Court at Oct

Term, 1917

E. C. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To W. B. Dyson a Citizen of James County:

Whereas, it appears to the Court, now in session, that J. S. Dyson of Mules &c has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said W. B. Dyson to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, J. A. Hall, Clerk of said Court, at office, this the 13 day of Oct, 1917, and the _____ year of American Independence.

J. A. Hall
County Court Clerk.

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ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, A. H. Seagins & Allen H. Hefner
S. F. Carter, surety

are bound to the State of Tennessee in the
penalty of One hundred & 100 Dollars

Witness our hands and seals, this 21st day of May, A.D. 1918

The Condition of this Obligation is such:

That whereas, the above bound A. H. Seagins

has been appointed Administrator of the
estate of Andrew Seagins, deceased:

Now, if the said A. H. Seagins

shall well and truly, as such Administrator, perform all the duties which are or
may be required by law, this obligation shall be void; otherwise to remain in full
force and virtue.

A. H. Seagins (Seal.)
Allen H. Hefner (Seal.)
S. F. Carter (Seal.)
(Seal.)

Approved by the Court at May Term, 1918
A. J. Scumble, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To A. H. Seagins
a Citizen of James County:

Whereas, it appears to the Court, now in session, that Andrew
Seagins has died, leaving no will, and the Court being satisfied
as to your claim to the administration, and you having given bond and qualified as
directed by law, and the Court having ordered that Letters of Administration
be issued to you: These are, therefore, to authorize and empower you, the said
A. H. Seagins to take into your possession and control,
all the goods, chattels, claims, and papers of the said intestate, and return a true
and perfect inventory thereof to our next County Court, or within ninety days from
the date hereof; to collect and pay all debts, and to do and transact all the duties in
relation to said estate which lawfully devolve on you as Administrator; and, after
having settled up said estate, to deliver the residue thereof to those who have a right
thereto by law. Herein fail not.

Witness, J. A. Hove, Clerk of said Court, at office, this
the 21 day of May, 1918, on the year of
American Independence.

J. A. Hall
County Court Clerk.

State of Tennessee, *Jones* County.

We, *G.W. Prince John Prince*

are bound to the State of Tennessee in the penalty of *(\$2000.00) Two Thousand* Dollars.

Witness our hands and seals, this *29* day of *July*, A.D. 19*18*

The Condition of this Obligation is such, That whereas, the above bound

has been appointed Administrator

of the estate of *Harrison Cross*, deceased:

Now, if the said *G.W. Prince*

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

G.W. Prince (Seal.)

John Prince (Seal.)

(Seal.)

(Seal.)

(Seal.)

ADMINISTRATORS' BOND.

E. M. Brince

Administrator of

Kenion Food Board

Given

July

Term, 1988

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, *J. W. Prince John Prince*

are bound to the State of Tennessee in the penalty of *\$2000* *Two thousand* Dollars.

Witness our hands and seals, this *29* day of *July*, A.D. 19*18*

The Condition of this Obligation is such:

That whereas, the above bound *J. W. Prince*

has been appointed Administrator of the estate of *Harrison Gross*, deceased:

Now, if the said *J. W. Prince*

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

J. W. Prince (Seal.)
John Prince (Seal.)
(Seal.)
(Seal.)

Approved by the Court at _____ Term, 191_____, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To *J. W. Prince* a Citizen of *Hamilton* County:

Whereas, it appears to the Court, now in session, that *Harrison Gross* has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said *J. W. Prince* to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, *Geo. A. Hall*, Clerk of said Court, at office, this the *29* day of *July*, 19*18*, and the _____ year of American Independence.
Geo. A. Hall
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, Mrs W. J. Poe Jr
[Signature]

are bound to the State of Tennessee in the penalty of Two Thousand Five Hundred Dollars.

Witness our hands and seals, this _____ day of _____, A.D. 191_____

The Condition of this Obligation is such:

That whereas, the above bound Mrs W. J. Poe Jr

This Bond was never made or signed has been appointed Administrator of the estate of W. J. Poe Jr, deceased:

Now, if the said

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

(Seal.)

(Seal.)

(Seal.)

(Seal.)

Approved by the Court at _____ Term, 191_____

_____, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To Mrs W. J. Poe Jr a Citizen of James County:

Whereas, it appears to the Court, now in session, that Mrs W. J. Poe Jr has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said Mrs W. J. Poe Jr to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, Jno A. Hall, Clerk of said Court, at office, this the 4 day of Sept, 1918, and the _____ year of American Independence.

Jno A. Hall County Court Clerk.

State of Tennessee, James County.

We, Rachel Arga Principal & John H. Early & O. A. Hughes

are bound to the State of Tennessee in the penalty of \$4,000.00 Dollars.

Witness our hands and seals, this 29 day of November, A.D. 1918

The Condition of this Obligation is such, That whereas, the above bound

Rachel Arga

has been appointed Administrator

of the estate of M. M. Arga, deceased:

Now, if the said Rachel Arga

shall will and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

Rachel Arga (Seal.)

John H. Early (Seal.)

O. A. Hughes (Seal.)

(Seal.)

(Seal.)

ADMINISTRATORS' BOND.

Frank Lloyd

Administratrix of

William Lloyd Brock

Given *March* Term, 1918

KARRELL & BROS. CO., BALTIMORE.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, *W. Rachel Argo* Principal and *John H. Early O.S. Hughes* Surety

are bound to the State of Tennessee in the penalty of \$ *400.00* Dollars.

Witness our hands and seals, this *29* day of *November*, A.D. 191*6*

The Condition of this Obligation is such:

That whereas, the above bound *Rachel Argo*

has been appointed Administrator of the estate of *M. M. Argo*, deceased:

Now, if the said *Rachel Argo*

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

Rachel Argo (Seal.)
J. H. Early (Seal.)
O. S. Hughes (Seal.)

Approved by the Court at *Sec 2* Term, 191*6*,
H. P. ... Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To *Rachel Argo* a Citizen of *James* County:

Whereas, it appears to the Court, now in session, that *M. M. Argo*

has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said

Rachel Argo to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, *J. A. Hall*, Clerk of said Court, at office, this the *28* day of *November*, 19*16*, and the _____ year of American Independence.

J. A. Hall
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, *W. J. Bridges* Principal

are bound to the State of Tennessee in the penalty of *Two Hundred & fifty (\$250⁰⁰)* Dollars.

Witness our hands and seals, this *31* day of *December*, A.D. 191*8*

The Condition of this Obligation is such:

That whereas, the above bound *W. J. Bridges*

had been appointed Administrator of the estate of *John Bridges*, deceased:

Now, if the said *W. J. Bridges*

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

W. J. Bridges (Seal.)

P. H. Thacker, (Seal.)

B. E. Jatum, (Seal.)

(Seal.)

Approved by the Court at *Doe* Term, 191*8*

S. . ., Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To *W. J. Bridges*

a Citizen of *James* County:

Whereas, it appears to the Court, now in session, that *John Bridges* has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said

W. J. Bridges to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, *Jos. A. Hall*, Clerk of said Court, at office, this the *31* day of *December*, 191*8*, and the _____ year of American Independence.

Jos. A. Hall
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, *S. J. Betts* Principal & *J. M. Cheek*
S. W. Perrin

are bound to the State of Tennessee in the
penalty of *(300⁰⁰) Three Hundred* Dollars.

Witness our hands and seals, this *18* day of *Jan*, A.D. 191*7*

The Condition of this Obligation is such:

That whereas, the above bound *S. J. Betts*

has been appointed Administrator of the
estate of *Mrs R. A. Cheek*, deceased:

Now, if the said *S. J. Betts*

shall well and truly, as such Administrator, perform all the duties which are or
may be required by law, this obligation shall be void; otherwise to remain in full
force and virtue.

S. J. Betts (Seal.)
J. M. Cheek (Seal.)
S. W. Perrin (Seal.)
(Seal.)

Approved by the Court at *Jan* Term, 191*7*
J. D. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To *S. J. Betts*
a Citizen of *James* County:

Whereas, it appears to the Court, now in session, that *Mrs R. A. Cheek*
Cheek has died, leaving no will, and the Court being satisfied
as to your claim to the administration, and you having given bond and qualified as
directed by law, and the Court having ordered that Letters of Administration
be issued to you: These are, therefore, to authorize and empower you, the said
S. J. Betts to take into your possession and control,
all the goods, chattels, claims, and papers of the said intestate, and return a true
and perfect inventory thereof to our next County Court, or within ninety days from
the date hereof; to collect and pay all debts, and to do and transact all the duties in
relation to said estate which lawfully devolve on you as Administrator; and, after
having settled up said estate, to deliver the residue thereof to those who have a right
thereto by law. Herein fail not.

Witness, *J. A. Hall*, Clerk of said Court, at office, this
the *18* day of *Jan*, 191*7*, and the _____ year of
American Independence.

J. A. Hall
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, *W.S. Norman, Principle & W.R. Abbott*
F.D. McBeth, W.H. Betts & Ed Betts

are bound to the State of Tennessee in the
penalty of *Three thousand (\$3000.00)* Dollars.

Witness our hands and seals, this *29* day of *March*, A.D. 191*9*.

The Condition of this Obligation is such:

That whereas, the above bound *W.S. Norman*

had been appointed Administrator of the
estate of *W.S. Norman*, deceased:

Now, if the said *W.S. Norman*

shall well and truly, as such Administrator, perform all the duties which are or
may be required by law, this obligation shall be void; otherwise to remain in full
force and virtue.

W.S. Norman (Seal.)
W.R. Abbott (Seal.)
F.D. McBeth (Seal.)
W.H. Betts (Seal.)
Ed Betts (Seal.)

Approved by the Court at *Waverly* Term, 191*9*
J.D. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To *W.S. Norman*
a Citizen of *James* County:

Whereas, it appears to the Court, now in session, that *W.S. Norman*
has died, leaving no will, and the Court being satisfied
as to your claim to the administration, and you having given bond and qualified as
directed by law, and the Court having ordered that Letters of Administration
be issued to you: These are, therefore, to authorize and empower you, the said
W.S. Norman to take into your possession and control,
all the goods, chattels, claims, and papers of the said intestate, and return a true
and perfect inventory thereof to our next County Court, or within ninety days from
the date hereof; to collect and pay all debts, and to do and transact all the duties in
relation to said estate which lawfully devolve on you as Administrator; and, after
having settled up said estate, to deliver the residue thereof to those who have a right
thereto by law. Herein fail not.

Witness, *Jos. A. Hall*, Clerk of said Court, at office, this
the *29* day of *March*, 191*9*, and the _____ year of
American Independence.

Jos. A. Hall
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, Lena B. Nixon Principle Rhoda Nixon
and Sam Nixon

, are bound to the State of Tennessee in the
penalty of Two Thousand Dollars.

Witness our hands and seals, this 2nd day of June, A.D. 1919.

The Condition of this Obligation is such:

That whereas, the above bound Lena B. Nixon

has been appointed Administratrix of the
estate of Buck Nixon, deceased:

Now, if the said Lena B. Nixon

shall well and truly, as such Administratrix, perform all the duties which are or
may be required by law, this obligation shall be void; otherwise to remain in full
force and virtue.

Lena B. Nixon (Seal.)
Rhoda J. Nixon (Seal.)
Sam Nixon (Seal.)
(Seal.)

Approved by the Court at June Term, 1919
J. D. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To Mrs Lena B. Nixon
a Citizen of James County:

Whereas, it appears to the Court, now in session, that Buck
Nixon has died, leaving no will, and the Court being satisfied
as to your claim to the administration, and you having given bond and qualified as
directed by law, and the Court having ordered that Letters of Administration
be issued to you: These are, therefore, to authorize and empower you, the said
Lena B. Nixon to take into your possession and control,
all the goods, chattels, claims, and papers of the said intestate, and return a true
and perfect inventory thereof to our next County Court, or within ninety days from
the date hereof; to collect and pay all debts, and to do and transact all the duties in
relation to said estate which lawfully devolve on you as Administrator; and, after
having settled up said estate, to deliver the residue thereof to those who have a right
thereto by law. Herein fail not.

Witness, Jno A Hall, Clerk of said Court, at office, this
the 2nd day of June, 1919, and the year of
American Independence.

Jno A Hall
County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, *Artemia J. Brown* Principal & *Hunter Fincher* & *O. B. Hughes*

, are bound to the State of Tennessee in the penalty of *Two thousand (\$2000)* Dollars.

Witness our hands and seals, this *14* day of *June*, A.D. 191*7*

The Condition of this Obligation is such:

That whereas, the above bound *Artemia J. Brown*

has been appointed Administrator of the estate of *R. L. Brown*, deceased:

Now, if the said *Artemia J. Brown*

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

Artemia J. Brown (Seal.)
Hunter Fincher (Seal.)
O. B. Hughes (Seal.)

Approved by the Court at *April* Term, 191*7*

J. D. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To *Artemia J. Brown* a Citizen of *James* County:

Whereas, it appears to the Court, now in session, that *R. L. Brown* has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said *Artemia J. Brown* to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, *J. A. Hall*, Clerk of said Court, at office, this the *14* day of *June*, 191*7*, and the _____ year of American Independence.

J. A. Hall
County Court Clerk.

State of Tennessee, *Janne* County.

We,

are bound to the State of Tennessee in the

penalty of *Two thousand \$2000⁰⁰* Dollars.

Witness our hands and seals, this _____ day of _____, A.D. 19*12*

The Condition of this Obligation is such, That whereas, the above bound

_____ had been appointed Administrator

of the estate of *R. L. Brown*, deceased:

Now, if the said

shall well and truly, as such Administrator _____, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

Anthony J. Brown (Seal.)

Wm. L. ... (Seal.)

W. H. Hughes (Seal.)

_____ (Seal.)

_____ (Seal.)

ADMINISTRATOR'S BOND.

Alvin J. Brown

Administrator of

P. L. Brown will

Given *April* Term, 1925

MARSHALL & SUGGS CO., BARTON, VA.

State of Tennessee, *Jasper* County.

We, *J. A. Biggs & W. C. Biggs*

are bound to the State of Tennessee in the penalty of *Sixteen Thousand \$16000⁰⁰* Dollars.

Witness our hands and seals, this *24* day of *July*, A. D. 19*17*

The Condition of this Obligation is such, That whereas, the above bound

J. A. & W. C. Biggs

had been appointed Administrators

of the estate of *B. H. Biggs*, deceased:

Now, if the said *J. A. Biggs & W. C. Biggs*

shall well and truly, as such Administrators, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

W. C. Biggs of *J. A. Biggs* (Seal.)

J. C. Lovell (Seal.)

J. A. Biggs (Seal.)

W. C. Biggs (Seal.)

Luther Hamby (Seal.)

Garland Biggs

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, J. A. Biggs W. L. Biggs

are bound to the State of Tennessee in the penalty of ~~eight~~ ^{ten} thousand ~~(4000)~~ ⁽¹⁰⁰⁰⁰⁾ Dollars.

Witness our hands and seals, this 24 day of July, A.D. 1917

The Condition of this Obligation is such:

That whereas, the above bound J. A. Biggs W. L. Biggs

had been appointed Administrator of the estate of B. N. Biggs, deceased:

Now, if the said J. A. Biggs & W. L. Biggs

shall well and truly, as such Administrators, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

J. A. Biggs W. L. Biggs (Seal.)
J. L. South (Seal.)
W. L. Biggs W. Biggs (Seal.)
Luther Hamby Carl Biggs (Seal.)

Approved by the Court at July Term, 1917
J. L. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To J. A. & W. L. Biggs a Citizen of James County:

Whereas, it appears to the Court, now in session, that B. N. Biggs has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said J. A. & W. L. Biggs to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, Jno. A. Hall, Clerk of said Court, at office, this the 25 day of July, 1917, and the year of American Independence.
Jno. A. Hall County Court Clerk.

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, Elizabeth Maxwell & Hunter Funches

are bound to the State of Tennessee in the penalty of (\$300.00) Three Dollars.

Witness our hands and seals, this day of Aug, A.D. 1919

The Condition of this Obligation is such:

That whereas, the above bound Elizabeth Maxwell,

had been appointed Administrator of the estate of Samuel Maxwell, deceased:

Now, if the said Elizabeth Maxwell

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

Elizabeth Maxwell (Seal.)

Hunter Funches (Seal.)

(Seal.)

(Seal.)

Approved by the Court at Aug Term, 1919

J. D. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To Elizabeth Maxwell, a Citizen of James County:

Whereas, it appears to the Court, now in session, that Elizabeth Maxwell

has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said Elizabeth to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not

Witness, J. A. Hall, Clerk of said Court, at office, this the 10th day of August, 1919, and the year of American Independence.

J. A. Hall, County Court Clerk.

State of Tennessee, _____ County.

We, J. J. Watkins Hunter Hunter
J. M. Webb

_____, are bound to the State of Tennessee in the
penalty of \$12,000.00 Twelve Thousand Dollars.

Witness our hands and seals, this 11 day of April, A. D. 1946

The Condition of this Obligation is such, That whereas, the above bound

J. J. Watkins

_____ has been appointed Administrator

of the estate of J. P. Parker, deceased:

Now, if the said J. J. Watkins

shall well and truly, as such Administrator ^{with the will of Mrs L H Adams} perform all the duties which are or
attached
may be required by law, this obligation shall be void; otherwise to remain in full
force and virtue.

J. J. Watkins (Seal.)

Hunter Hunter (Seal.)

J. M. Webb (Seal.)

(Seal.)

(Seal.)

ADMINISTRATORS BOND.

J. G. Watkins

Administrator of

J. P. Parker

Given

April

Term, 1914

ADMINISTRATOR'S BOND.

State of Tennessee, James County.

We, Mrs Sarah E. McIntosh Luther Hamby & W.O. Walls

are bound to the State of Tennessee in the penalty of Twelve Hundred (\$1200.00) Dollars.

Witness our hands and seals, this 2 day of November, A.D. 1917

The Condition of this Obligation is such:

That whereas, the above bound Sarah E. McIntosh

had been appointed Administrator of the estate of W.B. McIntosh, deceased:

Now, if the said Sarah E. McIntosh

shall well and truly, as such Administrator, perform all the duties which are or may be required by law, this obligation shall be void; otherwise to remain in full force and virtue.

Sarah E. McIntosh (Seal.)
Luther Hamby (Seal.)
W.O. Walls (Seal.)

Approved by the Court at Now Term, 1917 J.D. Smith, Chairman.

LETTERS OF ADMINISTRATION.

State of Tennessee, James County.

To Sarah E. McIntosh a Citizen of James County:

Whereas, it appears to the Court, now in session, that W.B. McIntosh has died, leaving no will, and the Court being satisfied as to your claim to the administration, and you having given bond and qualified as directed by law, and the Court having ordered that Letters of Administration be issued to you: These are, therefore, to authorize and empower you, the said Sarah E. McIntosh to take into your possession and control, all the goods, chattels, claims, and papers of the said intestate, and return a true and perfect inventory thereof to our next County Court, or within ninety days from the date hereof; to collect and pay all debts, and to do and transact all the duties in relation to said estate which lawfully devolve on you as Administrator; and, after having settled up said estate, to deliver the residue thereof to those who have a right thereto by law. Herein fail not.

Witness, Jno. A. Hall, Clerk of said Court, at office, this the 21 day of Oct, 1917, and the year of American Independence. Jno. A. Hall County Court Clerk.

CERTIFICATE

-of-

AUTHENTICITY

I hereby certify that the microfilm images contained between the beginning and ending certificates are true photographic copies of the instruments as recorded in the office of the CLERK AND MASTER of HAMILTON County of the State of TENNESSEE and that all retakes contained therein have been properly certified for insertion in their proper sequenca.

AUTHORIZED SIGNATURE

CAMERA OPERATOR'S SIGNATURE

James B. Lee

III *Chief Deputy Clerk Master*

CAMERA OPERATOR REPORT

ROLL NO. _____

DATE 8-27-91

TYPE OF WORK FILMED	CONTENTS ON ROLL	COMMENTS
Administrat	April 1913	
Bonds & letters	thru	
James County	Oct. 1919	

FROM THE OFFICE OF Clerk & Master Probate Division

OPERATOR'S SIGNATURE

Crystal Mallin

DEGREES REDUCTION

18 X

FILM TYPE

AHU

EXPOSURE #

73 V

CERTIFICATE

-of-

AUTHENTICITY

I hereby certify that the microfilm images contained between the beginning and ending certificates are true photographic copies of the instruments as recorded in the office of the CLERK AND MASTER of HAMILTON County of the State of TENNESSEE and that all retakes contained therein have been properly certified for insertion in their proper sequence.

AUTHORIZED SIGNATURE

CAMERA OPERATOR'S SIGNATURE

James B. Lee

THE *Chil. Death Certif. Mails*

CAMERA OPERATOR REPORT

ROLL NO.

DATE 8-27-91

TYPE OF WORK FILMED	CONTENTS ON ROLL	COMMENTS
<i>Guardians</i>	<i>Oct. 1913</i>	
<i>Bonds & Letters</i>	<i> thru</i>	
<i>James County</i>	<i> </i>	

FROM THE OFFICE OF Chil. & Master Probate Division

OPERATOR'S SIGNATURE

Crystal Mallin

DEGREES REDUCTION

18X

FILM TYPE

AHU

EXPOSURE #

73U

Guardian's Bonds & Letters

James County Court. no I

Baker Jennie Page 12

Clingman, James

H 12

Bond of L. B. Ludlow Page 15
Mat Davis Page 19
Doris Tally .. 21

Hunter Tench Page 14

Barst Howard Page 16

Nath. J. Page

17



Bond and letters of Guardianship of Mrs
Mary L. Douglas recorded on page

13.

Monier R A Page
received Bond of Redemption

18

Bond J. D. Marshall Day

24

22

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Revised Bond A.S. Talled Page
26

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STATE OF TENNESSEE, JAMES COUNTY. GUARDIAN'S BOND.

We, Jennie L. Clingman

are held and firmly bound to the State of Tennessee in the penal sum of _____ Dollars.

Witness our hands and seals this 18 day of Oct, A. D. 1913.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound

Jennie L. Clingman has been appointed Guardian of Edward E. Clingman, Lillie B. Clingman and William T. Clingman

minor heir of E. E. Clingman, deceased.

Now, if the said Jennie L. Clingman shall well and truly perform the duties which are or may be required of her by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

Jennie L. Clingman (Seal.)

(Seal.)

(Seal.)

Approved by the Court at _____ Term, 19_____, _____, Chairman.

STATE OF TENNESSEE, JAMES COUNTY. LETTERS OF GUARDIANSHIP.

To Jennie L. Clingman,
A Citizen of James County;

Whereas, it appearing to the County Court of said County that Jennie L. Clingman, Lillie B. Clingman, William T. Clingman are;

minor S., and the Court being satisfied as to your right to the guardianship of said minor S., and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use and benefit of said ward S. the profits of the lands, tenements, and hereditaments belonging to said _____ and also the goods, chattels, and other personal estate of the said ward _____; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward _____ two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person _____ lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness S. Howell, Clerk of said Court, at office, this 15 day of Oct, 1913, and the _____ year of American Independence. _____, Clerk. _____, D. C.

STATE OF TENNESSEE, JAMES COUNTY.

GUARDIAN'S BOND.

We, R. G. Anderson

are held and firmly bound to the State of Tennessee in the penal sum of _____ Dollars.

Witness our hands and seals this 14 day of May, A. D. 1914

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound R. G. Anderson

has been appointed Guardian of George Anderson & Willie Anderson

minor heir of R. G. Anderson deceased.

Now, if the said R. G. Anderson shall well and truly perform the duties which are or may be required of him by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

R. G. Anderson (Seal.)

E. P. Anderson (Seal.)

A. B. Brown (Seal.)

(Seal.)

Approved by the Court at _____ Term, 19 _____

Chairman.

STATE OF TENNESSEE, JAMES COUNTY.

LETTERS OF GUARDIANSHIP.

To _____

A Citizen of _____ County:

Whereas, it appearing to the County Court of said County that _____

minor _____, and the Court being satisfied as to your right to the guardianship of said minor _____, and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use and benefit of said ward _____, the profits of the lands, tenements, and hereditaments belonging to said _____, and also the goods, chattels, and other personal estate of the said ward _____; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward _____ two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person _____ lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness _____, Clerk of said Court, at office, this _____ day of _____, 19 _____, and the _____ year of American Independence.

Clerk.

D. C.

STATE OF TENNESSEE, JAMES COUNTY.

GUARDIAN'S BOND.

We, Jessie Baker W. F. Baker and J. D. Smith

are held and firmly bound to the State of Tennessee in the penal sum of Two hundred + Fifty (\$250.00) Dollars.

Witness our hands and seals this 21 day of July A. D. 1914

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound

Jessie Baker

has been appointed Guardian of

John and Lees Gumble

minor heirs of John Gumble, deceased.

Now, if the said Jessie Baker shall well and truly perform the duties which are or may be required of her by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

Jessie Baker (Seal.)
W. F. Baker (Seal.)
J. D. Smith (Seal.)

Approved by the Court at New York Term, 1914

W. H. Howard, Chairman.

STATE OF TENNESSEE, JAMES COUNTY.

LETTERS OF GUARDIANSHIP.

To Jessie Baker Guardian
A Citizen of James County:

Whereas, it appearing to the County Court of said County that John and Lees Gumble

minors, and the Court being satisfied as to your right to the guardianship of said minors, and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use and benefit of said wards, the profits of the lands, tenements, and hereditaments belonging to said wards, and also the goods, chattels, and other personal estate of the said wards; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness J. D. Hall, Clerk of said Court, at office, this 21 day of July, 1914, and the 45 year of American Independence.

J. D. Hall Clerk.
D. C.

STATE OF TENNESSEE, JAMES COUNTY. GUARDIAN'S BOND.

We, Mary J. Longley, E. W. Marshall and W. L. Jones are held and firmly bound to the State of Tennessee in the penal sum of Seven hundred and fifty Dollars.

Witness our hands and seals this 1 day of Feb A. D. 1916

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound

Mary J. Longley has been appointed Guardian of Lerance Hill Cash and Ruth Longley

minor heirs of Lewis Longley, Deced, deceased.

Now, if the said Mary J. Longley shall well and truly perform the duties which are or may be required of her by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

Mary J. Longley (Seal.)
E. W. Marshall (Seal.)
W. L. Jones (Seal.)
_____ (Seal.)

Approved by the Court at Fish Term, 1916
W. H. Howard, Chairman.

STATE OF TENNESSEE, JAMES COUNTY. LETTERS OF GUARDIANSHIP.

To Mary J. Longley A Citizen of James County:

Whereas, it appearing to the County Court of said County that Lerance Hill Cash and Ruth Longley

minor, and the Court being satisfied as to your right to the guardianship of said minor, and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use and benefit of said ward, the profits of the lands, tenements, and hereditaments belonging to said Minors and also the goods, chattels, and other personal estate of the said ward; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness Jno. A. Hall, Clerk of said Court, at office, this First day of Feb, 1916, and the _____ year of American Independence.

Jno. A. Hall, Clerk.
_____ D. C.

STATE OF TENNESSEE, JAMES COUNTY.

GUARDIAN'S BOND.

Hunter Kurches Luther Green
Eli Scoggins and A. B. Ball

are held and firmly bound to the State of Tennessee in the penal sum of
Two thousand (2,000⁰⁰) Dollars.

Witness our hands and seals this 5 day of May A. D. 1915

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound

Hunter Kurches

has been appointed Guardian of

Ans Robinson minor

minor heir of William, deceased.

Now, if the said Hunter Kurches shall well and truly perform the duties which are or may be required of him by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

Hunter Kurches (Seal.)

Luther Green (Seal.)

Eli Scoggins (Seal.)

A. B. Ball (Seal.)

Approved by the Court at March Term 1915

E. L. Smith, Chairman.

STATE OF TENNESSEE, JAMES COUNTY.

LETTERS OF GUARDIANSHIP.

To Hunter Kurches

A Citizen of James County:

Whereas, it appearing to the County Court of said County that Christie Brunitt
Alla Brunitt & Irma Brunitt

minor, and the Court being satisfied as to your right to the guardianship of said minor, and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use and benefit of said ward, the profits of the lands, tenements, and hereditaments belonging to said minors, and also the goods, chattels, and other personal estate of the said ward; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness Jno A. Hall, Clerk of said Court, at office, this 5 day of May, 1915, and the _____ year of American Independence.

Jno A. Hall, Clerk.

D. C.

STATE OF TENNESSEE, JAMES COUNTY. GUARDIAN'S BOND.

We. J. Q. Dudley, John Julian Hugh Julian

are held and firmly bound to the State of Tennessee in the penal sum of Two Hundred (\$200.00) Dollars.

Witness our hands and seals this 26 day of Nov A. D. 1915

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH. That whereas, the above bound

J. Q. Dudley has been appointed Guardian of the persons of Cecil May Wallin & Joseph Miles

Cecil May Wallin 6 years old last June
Joseph Miles 10 years old last Feb

minor heirs of William Wallin, deceased.

Now, if the said J. Q. Dudley shall well and truly perform the duties which are or may be required of him by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

J. Q. Dudley (Seal.)
J. Julian (Seal.)
H. M. Julian (Seal.)

Approved by the Court at Nov 26 Term, 1915
W. H. Howard, Chairman.

STATE OF TENNESSEE, JAMES COUNTY. LETTERS OF GUARDIANSHIP.

To J. Q. Dudley
A Citizen of Hamilton County

Whereas, it appearing to the County Court of said County that Cecil May Wallin and Joseph Miles minors

minors, and the Court being satisfied as to your right to the guardianship of said minors, and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you. You are, therefore, authorized to take into your possession, for the use and benefit of said ward, the profits of the lands, tenements, and hereditaments belonging to said minors, and also the goods, chattels, and other personal estate of the said ward; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness J. A. Hall, Clerk of said Court, at office, this 26 day of Nov 1915, and the year of American Independence.

J. A. Hall, Clerk. D. C.

STATE OF TENNESSEE, JAMES COUNTY.

GUARDIAN'S BOND.

We, Bart Howard Principal
and W. H. Howard & J. W. Davis
are held and firmly bound to the State of Tennessee in the penal sum of
(5000) Five Thousand Dollars.

Witness our hands and seals this 30 day of Sept A. D. 1916

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound
Bart Howard

has been appointed Guardian of
Burrell Howard Jewel Howard
Idie Howard and Carl Howard
Minors heirs of A. S. Howard Decd

minor heir of A. S. Howard, deceased.

Now, if the said Bart Howard shall well and truly perform the
duties which are or may be required of him by law as such Guardian, then this obligation to be
void; otherwise to remain in full force and virtue.

Bart Howard (Seal.)
J. W. Davis (Seal.)
W. H. Howard (Seal.)
(Seal.)

Approved by the Court at Sept Term, 1916
E. Smith, Chairman.

STATE OF TENNESSEE, JAMES COUNTY.

LETTERS OF GUARDIANSHIP.

To Bart Howard
A Citizen of James County:

Whereas, it appearing to the County Court of said County that Burrell Howard
Jewel Howard Idie Howard and
Carl Howard

minor..., and the Court being satisfied as to your right to the guardianship of said minor..., and you
having given bond and qualified according to law, and the Court having ordered that Letters of
Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use
and benefit of said ward..., the profits of the lands, tenements, and hereditaments belonging to said
Minor, and also the goods, chattels, and other personal estate
of the said ward...; to bring such suits or actions in relation thereto as may be deemed necessary; to
return to the next Court after the date hereof a statement, on oath, of all the estate which shall have
come into your hands or possession; to exhibit annually an account of the profits and disbursements
thereof; to return a new list of the estate of said ward... two years from the date hereof, and to renew
your bond as such, and to faithfully perform all the duties required of you by law in relation to said
guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof,
to deliver and pay to the person... lawfully authorized to receive the same, the residue of said estate,
including the profits arising therefrom. Herein fail not.

Witness Jno. A. Hall, Clerk of said Court, at office, this 29
day of Sept, 1916, and the _____ year of American Independence.

Jno. A. Hall Clerk.
D. C.

STATE OF TENNESSEE, JAMES COUNTY.

GUARDIAN'S BOND.

We, J. A. Hall, Principle & E. M. McCreant
Act, Sec

\$6000 are held and firmly bound to the State of Tennessee in the penal sum of _____ Dollars.

Witness our hands and seals this 27 day of May, A. D. 1914

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound

J. A. Hall

has been appointed Guardian of

Tina Jones
an old feeble minded woman

minor heir of _____, deceased.

Now, if the said _____ shall well and truly perform the duties which are or may be required of _____ by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

J. A. Hall (Seal.)

E. M. McCreant (Seal.)

A. K. Pal (Seal.)

Approved by the Court at _____ Term, 19 _____

_____, Chairman.

STATE OF TENNESSEE, JAMES COUNTY.

LETTERS OF GUARDIANSHIP.

To _____

A Citizen of _____ County:

Whereas, it appearing to the County Court of said County that _____

minor _____, and the Court being satisfied as to your right to the guardianship of said minor _____, and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use and benefit of said ward _____, the profits of the lands, tenements, and hereditaments belonging to said _____, and also the goods, chattels, and other personal estate of the said ward _____; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward _____ two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person _____ lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness _____, Clerk of said Court, at office, this _____ day of _____, 19 _____, and the _____ year of American Independence.

_____, Clerk.

_____, D. C.

STATE OF TENNESSEE, JAMES COUNTY.

GUARDIAN'S BOND.

Renewed Bond
We, R. S. Mowyer, James L. Wolf, T. B. Shibley, P. A. Henry

are held and firmly bound to the State of Tennessee in the penal sum of Two Thousand Dollars (\$2000) Dollars.

Witness our hands and seals this 8 day of Sept. A. D. 1916

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound

R. S. Mowyer

has been appointed Guardian of

May Fred Lillian Mowyer Minors

minor heir of Alley Mowyer, deceased.

Now, if the said R. S. Mowyer shall well and truly perform the duties which are or may be required of him by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

R. S. Mowyer (Seal.)
James L. Wolf (Seal.)
T. B. Shibley (Seal.)
P. A. Henry (Seal.)

Approved by the Court at _____ Term, 19 _____

Chairman.

STATE OF TENNESSEE, JAMES COUNTY.

LETTERS OF GUARDIANSHIP.

To _____

A Citizen of _____ County:

Whereas, it appearing to the County Court of said County that _____

minor _____, and the Court being satisfied as to your right to the guardianship of said minor _____, and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you. You are, therefore, authorized to take into your possession, for the use and benefit of said ward _____, the profits of the lands, tenements, and hereditaments belonging to said _____, and also the goods, chattels, and other personal estate of the said ward _____; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward _____ two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person _____ lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Hercin fail not.

Witness _____, Clerk of said Court, at office, this _____ day of _____, 19 _____, and the _____ year of American Independence.

Clerk.

D. C.

STATE OF TENNESSEE, JAMES COUNTY. GUARDIAN'S BOND.

We, Mat Davis H. A. Davis & C. Cooper

are held and firmly bound to the State of Tennessee in the penal sum of \$225.00 Dollars.

Witness our hands and seals this 2 day of Jan, A. D. 1917

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound Mat. Davis

has been appointed Guardian of Ben. Davis Alie B. Davis. Minors heirs of P. M. Davis Decead

minor heir of P. M. Davis, deceased.

Now, if the said Mat Davis shall well and truly perform the duties which are or may be required of him by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

Mat. Davis (Seal.)
H. A. Davis (Seal.)
C. Cooper (Seal.)

Approved by the Court at Jan Term, 1917
C. Smith Chairman.

STATE OF TENNESSEE, JAMES COUNTY. LETTERS OF GUARDIANSHIP.

To Mat. Davis,
A Citizen of James County:

Whereas, it appearing to the County Court of said County that P. M. D. Ben Davis Alie B. Davis

minors, and the Court being satisfied as to your right to the guardianship of said minor, and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use and benefit of said ward, the profits of the lands, tenements, and hereditaments belonging to said Minors, and also the goods, chattels, and other personal estate of the said ward; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness Jno. A. Hall, Clerk of said Court, at office, this 2nd day of Jan, 1917, and the 2nd year of American Independence.
Jno. A. Hall, Clerk.
D. C.

STATE OF TENNESSEE, JAMES COUNTY.

GUARDIAN'S BOND.

We, J. A. Hall, Principle Esquire & A. K. Poe

are held and firmly bound to the State of Tennessee in the penal sum of _____ Dollars.

Witness our hands and seals this 27 day of May, A. D. 1916

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound

_____ has been appointed Guardian of

minor heir _____ of _____, deceased.

Now, if the said _____ shall well and truly perform the duties which are or may be required of _____ by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

(Seal.)

(Seal.)

(Seal.)

(Seal.)

Approved by the Court at _____ Term, 19 _____

_____, Chairman.

STATE OF TENNESSEE, JAMES COUNTY.

LETTERS OF GUARDIANSHIP.

To _____

A Citizen of _____ County:

Whereas, it appearing to the County Court of said County that _____

minor _____, and the Court being satisfied as to your right to the guardianship of said minor _____, and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use and benefit of said ward _____, the profits of the lands, tenements, and hereditaments belonging to said _____, and also the goods, chattels, and other personal estate of the said ward _____; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward _____ two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person _____ lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness _____, Clerk of said Court, at office, this _____ day of _____, 19 _____, and the _____ year of American Independence.

_____, Clerk.

_____, D. C.

STATE OF TENNESSEE, JAMES COUNTY.

GUARDIAN'S BOND.

W^{ts}, Sallie Davis G. H. Davis & G. A. Davis

are held and firmly bound to the State of Tennessee in the penal sum of (625.50) Two Hundred & fifty five Dollars.

Witness our hands and seals this 2 day of Jan A. D. 1917

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound Mrs Sallie Davis

Lee Davis anther Davis & Mamie Davis, has been appointed Guardian of

minor heirs of Wm Davis Decease, deceased.

Now, if the said Sallie Davis shall well and truly perform the duties which are or may be required of her by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

Sallie Davis (Seal.)
G. H. Davis (Seal.)
G. A. Davis (Seal.)
(Seal.)

Approved by the Court at Jan Term, 1917
E. Smith, Chairman.

STATE OF TENNESSEE, JAMES COUNTY.

LETTERS OF GUARDIANSHIP.

To Mrs Sallie Davis
A Citizen of James County:

Whereas, it appearing to the County Court of said County that

minor....., and the Court being satisfied as to your right to the guardianship of said minor....., and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use and benefit of said ward....., the profits of the lands, tenements, and hereditaments belonging to said....., and also the goods, chattels, and other personal estate of the said ward.....; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward..... two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person.....lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness....., Clerk of said Court, at office, this..... day of....., 19....., and the..... year of American Independence.

....., Clerk.

....., D. C.

Revised Bond of
STATE OF TENNESSEE, JAMES COUNTY. GUARDIAN'S BOND.

We, R. S. Monger, Principle James Wolf
P. A. Henry, J. S. Chisley

are held and firmly bound to the State of Tennessee in the penal sum of
Eighteen Hundred (\$1,500.00) Dollars.

Witness our hands and seals this 27 day of August A. D. 1917

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound

R. S. Monger

has been appointed Guardian of

Fred and Lillian Minors heirs of
Monger Deed

minor heirs of Alley Monger, deceased.

Now, if the said R. S. Monger shall well and truly perform the
duties which are or may be required of him by law as such Guardian, then this obligation to be
void; otherwise to remain in full force and virtue.

R. S. Monger (Seal.)
James L. Wolf (Seal.)
P. A. Henry (Seal.)
J. S. Chisley (Seal.)

Approved by the Court at September Term, 1917
E. S. Smith, Chairman.

STATE OF TENNESSEE, JAMES COUNTY. LETTERS OF GUARDIANSHIP.

To _____
A Citizen of _____ County:

Whereas, it appearing to the County Court of said County that _____

minor _____, and the Court being satisfied as to your right to the guardianship of said minor _____, and you
having given bond and qualified according to law, and the Court having ordered that Letters of
Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use
and benefit of said ward _____, the profits of the lands, tenements, and hereditaments belonging to said
_____ and also the goods, chattels, and other personal estate
of the said ward _____; to bring such suits or actions in relation thereto as may be deemed necessary; to
return to the next Court after the date hereof a statement, on oath, of all the estate which shall have
come into your hands or possession; to exhibit annually an account of the profits and disbursements
thereof; to return a new list of the estate of said ward _____ two years from the date hereof, and to renew
your bond as such, and to faithfully perform all the duties required of you by law in relation to said
guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof,
to deliver and pay to the person _____ lawfully authorized to receive the same, the residue of said estate,
including the profits arising therefrom. Herein fail not.

Witness _____, Clerk of said Court, at office, this _____
day of _____, 19____, and the _____ year of American Independence.
_____, Clerk.
_____, D. C.

STATE OF TENNESSEE, JAMES COUNTY.

GUARDIAN'S BOND.

We, *W.D. Greer Principal to O. Steel and Nathan Greer*

\$2000 are held and firmly bound to the State of Tennessee in the penal sum of Dollars.

Witness our hands and seals this *7* day of *April*, A. D. 19*17*

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound

Thurso Plowman Lunatic has been appointed Guardian of

Lunatic minor of *adjudged* *Lunatic* *recovered*
Now, if the said *Lunatic* shall well and truly perform the duties which are or may be required of *Lunatic* by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

W.D. Greer (Seal.)
O. Steel (Seal.)
W.D. Greer (Seal.)
(Seal.)

Approved by the Court at *April* Term, 19*17*.
J.D. Smith, Chairman.

STATE OF TENNESSEE, JAMES COUNTY.

LETTERS OF GUARDIANSHIP.

To *W.D. Greer*
A Citizen of *James* County:

Whereas, it appearing to the County Court of said County that *Thurso Plowman* has been *adjudged Lunatic* and *not capable of looking after her property*

minor....., and the Court being satisfied as to your right to the guardianship of said minor....., and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use and benefit of said ward....., the profits of the lands, tenements, and hereditaments belonging to said *ward*....., and also the goods, chattels, and other personal estate of the said ward.....; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward..... two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person..... lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness *J.W. Hall*, Clerk of said Court, at office, this *5th* day of *April*, 19*17*, and the *17th* year of American Independence.
J.W. Hall, Clerk.
D. C.

STATE OF TENNESSEE, JAMES COUNTY.

GUARDIAN'S BOND.

We, J. S. Marshall and Bank of Dalton

are held and firmly bound to the State of Tennessee in the penal sum of Three \$3000 Dollars.

Witness our hands and seals this 12 day of May A. D. 1917

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound

J. S. Marshall has been appointed Guardian of Ernest E. and Arthur L. Howard

minor heirs of P. L. Howard, deceased.

Now, if the said J. S. Marshall shall well and truly perform the duties which are or may be required of him by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

J. S. Marshall (Seal.)
Bank of Dalton (Seal.)
(Seal.)
(Seal.)

Approved by the Court at June Term, 1917
J. D. Smith, Chairman.

STATE OF TENNESSEE, JAMES COUNTY.

LETTERS OF GUARDIANSHIP.

To J. S. Marshall,
A Citizen of James County:

Whereas it appearing to the County Court of said County that J. S. Marshall Guardian of Ernest E. and Arthur L. Howard

minors, and the Court being satisfied as to your right to the guardianship of said minors, and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use and benefit of said wards, the profits of the lands, tenements, and hereditaments belonging to said Minors, and also the goods, chattels, and other personal estate of the said wards; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said wards two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness J. W. A. Hall, Clerk of said Court, at office, this 12 day of May, 1917, and the _____ year of American Independence.

J. W. A. Hall, Clerk.
D. C.

STATE OF TENNESSEE, JAMES COUNTY. GUARDIAN'S BOND.

We, Joe A. Brown, W. O. Neal & Hunter Funches

are held and firmly bound to the State of Tennessee in the penal sum of Six hundred & eighty six Dollars.

Witness our hands and seals this 20 day of November A. D. 1919

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound

Joe A. Brown has been appointed Guardian of Eugene Brown

minor heir of Joe A. Brown himself, deceased.

Now, if the said Joe A. Brown shall well and truly perform the duties which are or may be required of him by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

Signatures of Joe A. Brown, W. O. Neal, Hunter Funches with (Seal.)

Approved by the Court at New Term, 1919 J. D. Smith, Chairman.

STATE OF TENNESSEE, JAMES COUNTY. LETTERS OF GUARDIANSHIP.

To Joe A. Brown A Citizen of James County:

Whereas, it appearing to the County Court of said County that Eugene Brown

minor, and the Court being satisfied as to your right to the guardianship of said minor, and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use and benefit of said ward, the profits of the lands, tenements, and hereditaments belonging to said Eugene Brown, and also the goods, chattels, and other personal estate of the said ward; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness Jno. A. Hall, Clerk of said Court, at office, this 20 day of November 1919, and the year of American Independence.

Signature of Jno. A. Hall, Clerk. D. C.

Renewed Bond of A. L. Tallant

STATE OF TENNESSEE, JAMES COUNTY. GUARDIAN'S BOND.

We, the *A. L. Tallant - W. P. Tallant - & E. J. Miller*

are held and firmly bound to the State of Tennessee in the penal sum of *(42500⁰⁰) Twenty Eight Thousand* Dollars.

Witness our hands and seals this *28* day of *Nov*, A. D. 19*19*

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bound *A. L. Tallant*

has been appointed Guardian of *heirs &*

minor heirs of *of Rossie Tallant*, deceased.

Now, if the said *A. L. Tallant* shall well and truly perform the duties which are or may be required of *him* by law as such Guardian, then this obligation to be void; otherwise to remain in full force and virtue.

A. L. Tallant (Seal.)
W. P. Tallant (Seal.)
E. J. Miller (Seal.)

Approved by the Court at *Dec* Term, 19*19*
J. D. Smith, Chairman.

STATE OF TENNESSEE, JAMES COUNTY. LETTERS OF GUARDIANSHIP.

To _____
A Citizen of _____ County:

Whereas, it appearing to the County Court of said County that _____

minor _____, and the Court being satisfied as to your right to the guardianship of said minor _____, and you having given bond and qualified according to law, and the Court having ordered that Letters of Guardianship be issued to you: You are, therefore, authorized to take into your possession, for the use and benefit of said ward _____, the profits of the lands, tenements, and hereditaments belonging to said _____, and also the goods, chattels, and other personal estate of the said ward _____; to bring such suits or actions in relation thereto as may be deemed necessary; to return to the next Court after the date hereof a statement, on oath, of all the estate which shall have come into your hands or possession; to exhibit annually an account of the profits and disbursements thereof; to return a new list of the estate of said ward _____ two years from the date hereof, and to renew your bond as such, and to faithfully perform all the duties required of you by law in relation to said guardianship; and upon the arrival at full age, or sooner, if required to make final settlement thereof, to deliver and pay to the person _____ lawfully authorized to receive the same, the residue of said estate, including the profits arising therefrom. Herein fail not.

Witness _____ Clerk of said Court, at office, this _____ day of _____, 19____, and the _____ year of American Independence.
_____, Clerk.
_____, D. C.

CERTIFICATE

-of-

AUTHENTICITY

I hereby certify that the microfilm images contained between the beginning and ending certificates are true photographic copies of the instruments as recorded in the office of the CLERK AND MASTER of HAMILTON County of the State of TENNESSEE and that all retakes contained therein have been properly certified for insertion in their proper sequence.

AUTHORIZED SIGNATURE

CAMERA OPERATOR'S SIGNATURE

James B. Ladd

[Signature]

III Chief Deputy Clerk & Master

CAMERA OPERATOR REPORT

ROLL NO. —

DATE 8-27-91

TYPE OF WORK FILMED	CONTENTS ON ROLL	COMMENTS
<u>Guardians</u>	<u>Oct. 1913</u>	
<u>Bonds & Letters</u>	<u>thru</u>	
<u>James County</u>	<u>Dec. 1919</u>	

FROM THE OFFICE OF Clerk & Master Probate Division

OPERATOR'S SIGNATURE

Crystal Mallin

DEGREES REDUCTION

18x

FILM TYPE

AHU

EXPOSURE #

73U