

Margarette Johnson }
vs } Equity Docket 10th Circuit
Off^r A. Quarles }

This cause came on to be heard, and was ~~heard~~ ^{heard} on this day, and on a former day of this term, before the ^{Honorable the} Supreme Court of Tennessee; present and presiding the Honorable Alvin Warren, Saml Milligan and J. C. Shackelford; upon a transcript of the record from the Chancery Court ^{of} Montgomery County; and after argument of counsel, as to ^{the} matter of error assigned, the Court is of the opinion that the order and decree of the Chancellor in the Court below in allowing the re-opening of the biddings on the house & lot in the pleading mentioned, and ^{which was} purchased by L. Mill at the sale by the Clerk & Master, is erroneous and without Authority of law.

It is therefore ordered, adjudged & decreed by the Court that the decree made by the Court below ordering said biddings to be re-opened, be reversed, set aside, and for nothing held, and ~~that this cause be remanded to the Chancery Court at Clarksville for further proceedings~~ the report of the Clerk & Master as to the sale of the property in the pleading mentioned ^{to L. Mill} be and is hereby ^{in all things} confirmed, and this cause be remanded to the Chancery Court at Clarksville for further proceedings. It is further ordered by the Court that ^{pay} the costs of this cause in this Court for which Execution issue

Seeu Endeavour 34

Margaret Johnson

- vs -
H. A. Deaures -

The only question raised in this cause is whether or not the Chancellor did right to set aside the sale of the house and lot to Hill made by the clerk and Master - upon the application of H. A. Deaures and the offer of J. E. Rice to advance the bid of Hill 20 per cent - ~~and~~

The Biddings were ordered to be re-opened before the confirmation of the sale of any of the property. "Before confirmation, the biddings will be opened on slight grounds. Advance on the price bid, alone, is sufficient."
Coldwell 196.

J. E. Rice made an advance on the amount bid by Hill to the amount of 20 per cent. ~~on Hill's~~
~~purchase~~ Record pages 9 & 10.

C. G. Smith atty
for H. A. Deaures

Margaret Johnson

Proof of
my
L. & D. Smith
attorney
M. A. Seaver

M. A. Seaver

State of Tennessee.

Be it remembered that at a Chancery Court
begun and held for the County of Montgomery
at the Court House in the City of Parkerville
on the 3rd Monday in October 1867 present
and presiding the Hon Thos Barry Chancellor
v. the following proceedings were had in
a certain action in said Court wherein
Margaret Johnson is Complainant and
W. A. Quarles is also an defendant to wit;

Original Bill

Filed Feb 16th 1866 To the Hon Thomas Barry
Chancellor of the 17th district
Sitting in equity at Parkerville

Your oratrix Margaret Johnson
humbly complaining respondent to your
Honor that on the day of she sold
at auction in the town of Parkerville a
certain house and lot on Main and Second
Cross Streets in said town, having previously
divided the same into several parts, two of
which were purchased by W. A. Quarles who
executed his four several notes therefor as follows
to wit

1st Note due 1st November 1860. for \$	1237.62
2. " " 30th April 1861.	1237.62
3. " " 1st November "	1237.62
4. " " 30th April 1862.	1237.62

2.
and upon the 1st note there was paid \$800.⁰⁰
at maturity - that she afterwards transferred
to Lane Johnson the first and fourth of said
notes and a part of the third, upon which
judgments have been obtained in the Circuit
Court of Montgomery County at the January
term 1866. the balance of the notes on and have
been due your oratrix

At the time of sale your oratrix
received a lien on said lots and gave an obli-
gation to convey upon payment of the said
consideration money - that at the time of the
transfer of a portion of the notes to the said
Lane Johnson, she also transferred a right to the
lien as recurred to secure the portion of the debt
belonging to him - that no portion of the debt
thus transferred to him or the balance due your
oratrix has been paid

Your oratrix is informed and believes that the
said Wm. A. Quarles has no property out of
which the said debt can be collected by law
and that she is necessarily forced into a Court
of equity to enforce a vendors lien

In consideration whereof your oratrix prays that
the said W. A. Quarles the said Lane Johnson
be both made parties defendants to this bill
that they answer &c. and that your Honor
may decree a sale of said lots for the pay-

ment of said debt for the considerations afore-

must of said debt for the considerations afore-
said that you may decree a little to the
purchaser and all such other and further
relief as your orator may be entitled to and
as in duty she will ever pray.

J. H. Johnson.
Sole

Bond

Know all men by these presents, that we
Margaret Johnson and J. H. Johnson bind our-
selves in the sum of Two Hundred & fifty
dollars

To be void upon Margaret Johnson who
has this day filed a bill in the Chancery
Court at Clarksville against the said W. A.
Lewards and C. Johnson, shall prosecute said
suit with effect, or in case of failure therein
shall pay all costs which may be adjudged
against the Complainants by said Court
This the 16th day of February 1866.

Margaret Johnson
J. H. Johnson scty.

Answer of W. A. Lewards }
filed July 2nd 1866 }

The separate answer of W. A.
Lewards to the bill of Mrs Mar-
garet Johnson filed against him and others

in the Chauncy Lomb at Charleston Tennessee
 Feby 16. 1866.

Respondent saving and reserving
 all rights of exception &c to as much of said
 bill as he believes to be material to him to
 answer sayeth, that it is true as stated in
 said bill that he became the purchaser of
 the horse and lots in the bill set out and
 regrets that his connection with the late war
 has prevented him from looking after his
 private affairs so as to enable him to meet
 his contract with his vendor. He does not
 desire to delay the collection of his said debts
 in any manner whatever - but on the con-
 trary is most anxious that they should
 be paid, but under all the circumstances
 is most anxious that his interests may be
 somewhat looked after and protected by the
 Court to this extent at least, that said prop-
 erty be sold at such time and on such
 terms as shall make it bring its highest mar-
 ket value both for his own interests and the
 interests of his general creditors.

He would further state that he has paid
 eight hundred dollars on said debts before
 this bill was filed, and since the filing of
 the same has arranged the note of twelve
 hundred dollars with the Bank of Tennessee

having satisfied the same, it being the note mentioned in Complainant's bill as the one judicated as collateral for the payments of M. Elms note to said Bank of Tennessee. Respondent does not seek any unlawful advantage from this payment. But submits the same for the decision of this ^{Honorable} Court as to the rights and equities of the parties upon the following statement of facts. He executed this along with other notes to Complainant, the same was placed by her or her authorities as he is informed as a collateral with the Bank of Tennessee, the Bank (the debt for which it was placed not having been paid) sent respondent in the name of Complainant for the use of the same and record judgments, execution issued thereon and respondent paid it in Bank of Tennessee money.

Respondent submits as aforesaid to the Court if he is not entitled to a credit on said contract of purchase for said note. He further states that he has confessed judgments in the Circuit Court on the balance of said note to the Hon. Care Johnson who is the owner thereof, and respectfully ask that the Complainant be compelled to elect as to which she will

6.

applies for the enforcement of her claims &
to prevents her from resorting to a course
of litigation which will so much enhance
the Lomb Coats against him. He declines
as said before that this debt should be paid
and would not delay complainants one day
but for his embarrassed condition and
the claim he therefore feels that his property
should sell for the highest price and on
the most advantageous terms to his creditors—
Respondents asks the Court in any decree
it may make for sale of said premises
that as a condition thereof complainants
be ruled to show her title papers of which
he is unadvised and that such time and
such a minimum be placed on the bid
same as will protect both his rights and those
of Complainants

Sworn to by Wm. A. Swales
before me this 2nd July 1866.
J. E. Wilcox D. Com.

Charles
Sols

Johnson } Decr Ent April term 1866.
vs } This day this cause on to be heard
Charles } before the Hon Thomas Barry
Chancellor &c. when upon motion the de-
fendants have leave to answer to the July rules.

7
Margaret Johnson } Decm entered Oct. 1866
Am. A. Quarles } This cause was heard by the chan-
cely upon the pleadings, when its
appearing to the Court, that in the year 1860
the complainant sold to the defendant Quarles
the house and lots formerly occupied by her
on Main Street in Clarksville for the sum of
five thousand nine hundred and fifty dollars
4950. and took from him his four notes
each for the sum of twelve hundred and thirty
seven 64100 dollars payable 1st Nov. 1860
30th April 1861. 1st Nov 1861 & 30th April 1862.
and executed to him a bond to make a title
upon the payment of the purchase money,
that upon the first note the sum of eight
hundred dollars was paid at maturity leaving
due to this day principal and interest the
sum of five thousand four hundred fourteen
10400 dollars, no part of which has been
paid. that complainant has transferred
part of said debt to Lane Johnson for
whose use in part this suit is brought. The
Court is of opinion and doth so decree
that complainant has the right to
have said property sold for the payment
of the sum of money aforesaid and
doth order and decree that the Clerk & Master
of this Court shall after advertising as requi-

and by law sell said property at public auction to the highest bidder and on application of complainants on a writ of one and two years taking notes with good security to bear interest from date and upon confirmation of the sale by the Court no right of redemption or repurchase shall exist in the debtor or his ~~and~~ creditors. The clerk will report to the next term.

Deem Entered April term 1867
Chancery Court at Clarksville Montgomery County April term 1867. Be it remembered that this day April 24 1867 this cause came on to again to be heard and it is ordered by the Court that the orders and decrees of the Court at its last session directing the sale of the property mentioned in the pleadings to be sold is hereby renewed.

Report of Sale Oct 10 1867
At the April term 1867 of the Chancery Court at Clarksville Term an order was made in this cause directing the Clerk & Master to sell at public auction the Real estate in the pleadings mentioned on a writ of one and two years. For pursuance

of said order J. Wm. J. Shackelford, Clerk

of said order, Wm. J. Shackelford Esq.
 advertised the time and place of said
 sale and on the 29th June 1867 at the
 Court House in Clarksville offered the
 said property for sale by lots as per plat
 filed in the cause, and the several lots
 were bid off by the parties and at the
 prices hereafter named

Lot 1. House & Lot to L. Weil	1501.00
3 28 ft. 2 in " " at 10¢ pr ft.	280.83
4 " " " " " 12¢	338.00
5 " " " Wm M Daniel 12¢	338.00
6 " " " Schlick 17¢	378.82
	<u>\$2836.65</u>

For settle ments for his purchases L. Weil executed
 his two notes for \$1059.91 each dated 29th
 June 1867. and due at 1. & 2. years from day
 of sale

None of the other purchasers have made their
 notes or complied with the terms of sale
 Oct 10/67.

Respectfully Submitted
 W. J. Shackelford Esq.
 By J. E. Wilcox Secy

Petition of Quarles & Rice

James E. Rice proposes to advance the bid
 made by L. Weil for the house & lot sold by

10

the Clerk and Master in this cause 20 per cent
on the amount bid which was \$1500 for
a very valuable house and lots on Main Street
in Clarksville, and the said J. E. Rice offers
to give good security for the amount so
advanced and H. A. Quarles prays the Court
the said advance bid of said Rice be
received and the bidding reopened
Dec 2nd 1867.

J. E. Rice }
H. A. Quarles }
By Ch. Smith

Decr

This cause came on to be heard before the
Hon. Thos. Barry Chancellor &c. upon the petition
of H. A. Quarles to reopen the biddings on the house & lots
sold to L. Neil and to offer to advance the bid 20% by
J. E. Rice, whereupon it is ordered by the Court that the
reports of the Clerk as to the sale of said house & lots be
set aside & the biddings on the same be reopened at
the advance of 20% offered by J. E. Rice. From which
decision of the Court the said L. Neil, who was the purchaser
of the said house & lots at the master's sale prays an appeal
to the Supreme Court of the State of Tennessee, which
prayer for appeal is granted on the said Neil giving bond
& security for costs of said appeal - and it is further ordered
by the Court that Wm. T. Shackelford C. & M. of this Court be
appointed Receiver in the cause & that he take possession of
said house & lot and rent the same out for the year

1868 at public auction to the highest bidder and report his action to the Court or he may run the same privately as he may deem most to the interest of the parties concerned.

Appial Bond.

Know all men by these presents that we L. Weil and W. A. Pepper of the County of Montgomery and State of Tennessee are held and firmly bound unto Margaret Johnson and Wm. A. Quarles in the sum of Five Hundred dollars current money of said State, to be paid unto the said Margaret Johnson & Wm. A. Quarles their heirs executors administrators &c jointly and severally, firmly by these presents, sealed with our seals and dated the 3rd day of December 1867.

The condition of the above obligation is such, that whereas in a cause on an original Bill presented in the Chancery Court at Clarksville by Margaret Johnson Complainant against Wm. A. Quarles defendants, a decree was this day rendered by said Court sitting aside a case of the Clerk and Master as to a certain house and lot sold in the cause

from which decree the said L Weil prayed
an appeal to the next term of the Supreme
Court at Nashville,

Now if the said L Weil
shall prosecute said suit with effect
or in case of failure therein shall pay
and satisfy all damages and costs
which may be awarded against him
for wrongfully prosecuting said appeal
and shall further abide by perform and
discharge the sentences judgments or decrees
which said Court may make therein,
then the above obligation to be void: else
to be and remain in full force and effect
Signed, sealed and delivered the day and
date above written

L Weil Seal
W. A. Pepper Seal

Bill of Costs

C. & M.	Petition 25	Order 25	50
	Appeal & bond 45	Transcript 3.40	415
	Copy bill costs 25	Bill Costs 50,	75
			<u>\$540</u>

State of Tennessee } This is to certify that
 Montgomery County } the foregoing pages from
 1 to 12 inclusive are a
 true and perfect transcript of the proceedings
 had in this cause (as set out in the Caption) and the
 same appears of Record and on file in my
 Office.

In testimony whereof I have hereunto
 set my hand and affixed the seal
 of said Court at Office in the City
 of Clarksville, This 3^d day of January
 1868—

W. Shackelford Clerk

Index

1. Bill
3. Bond
- " Answer of W. A. Guenter
6. Decree April Term 1866
7. " Oct " 1866
8. " April Term 1867
- " Report of sale
9. Petition of Guenter & Rice
10. Decree Oct Term 1867
11. Appeal bond,

Margaret Johnson

1874

W. A. Quaker

Transcript

Filed 6th Jan'y 1878
By D. 15th Clerk
J. H. Montgomery

Subscribed

Entered Equity Book
C. page 128-9

Ex. No. 920
Montgomery