

Be it remembered, that at a Court Court began and held for the County of
Montgomery on the first Monday of February 1810 a caveat was transmitted from
the clerk of the circuit court formerly held for the county aforesaid, together
with the papers and proceedings thereto belonging, as follows to wit:

State of Tennessee, surveyor general's office district south of French Broad
and Nolichucky rivers, Barclay M. Child enters a caveat against Joseph Sedford
to prevent him from obtaining a grant upon a survey made for the said
Joseph by John Wilkinson deputy surveyor in said district, on the twenty ninth
day of July in the year 1807 containing six hundred and four acres
two rods and four chains of land, situate, lying and being in the County
of Montgomery on the waters of Pistol Creek, in the district and state aforesaid
and bounded as described and represented by the plat and certificate
of said survey, so made as aforesaid for the said Joseph, and filed in
the said surveyor general's office, on the thirty first day of August
in the year aforesaid, which well fully appears (reference being had to said
plat and certificate) one hundred and forty one acres, one rod and seven
chains of said land survey lying in the North-easterly end, and crossing the
same about where the said Joseph Sedford's house stands and running a
strack across to the Tithing road opposite to the said Joseph's house, the
said Barclay M. Child claims the right of occupancy and presumption to a part of
a six hundred and forty acre tract, by virtue of a transfer made to him, by John
Minnis (in whom the right of occupancy and presumption was vested by the constitution
and laws of the state, he having made the first lawful improvement
thereon) for a good and valuable consideration. Wherefore the said Barclay
prays that no grant issue to the said Joseph for the said one hundred
and forty one acres, one rod and seven chains part of the said survey
until an investigation of the title can be had, agreeable to the provision
of the laws in such case made and provided, and that the right of occu-
pancy and presumption to the said one hundred and forty one acres, one
rod and seven chains be adjudged to him the said Barclay and that
he be allowed to obtain a survey and grant for the same

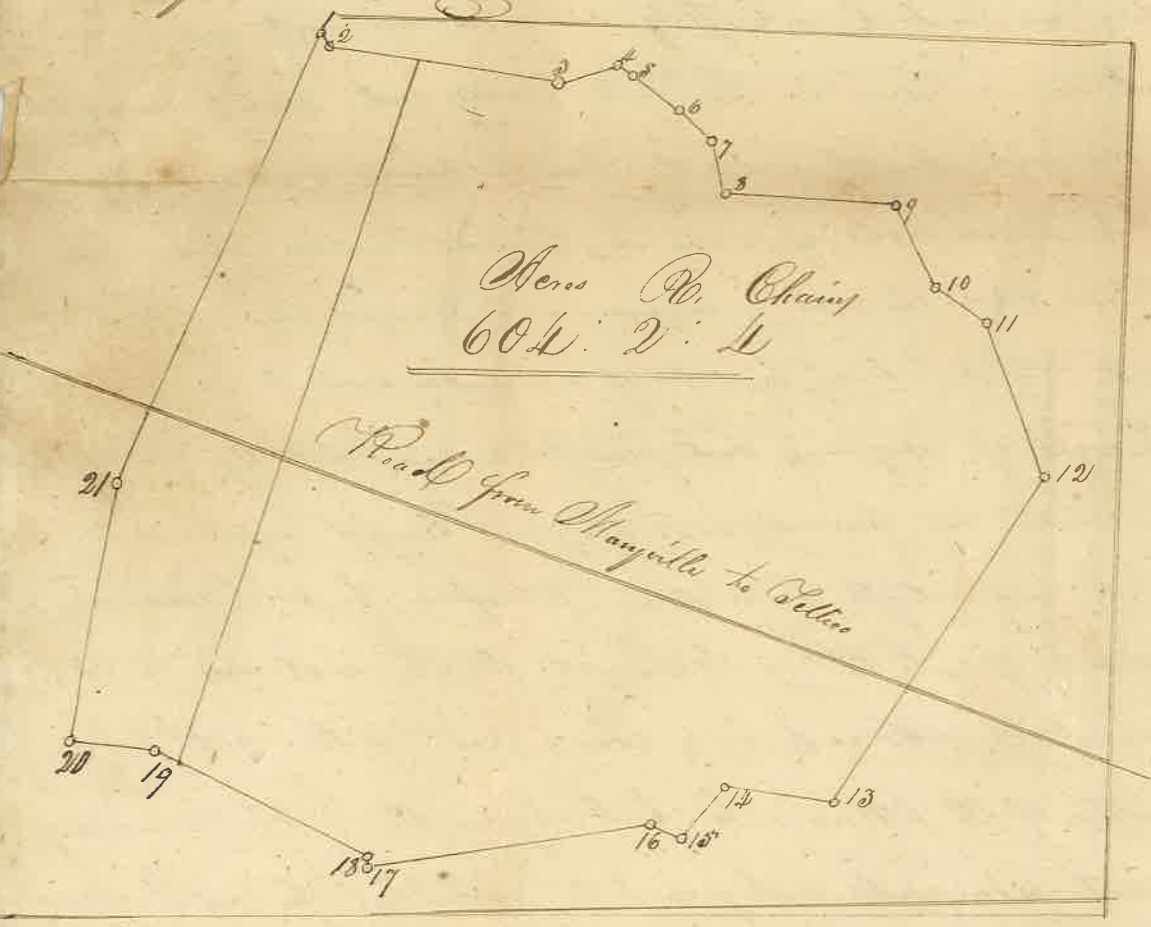
January 25th 1808.

Barclay M. Child by
Enoch Parsons his Attor.

On which caveat a summons was issued in the words following to wit
State of Tennessee, To the Sheriff of Montgomery County Greeting.

We command you to summon Joseph Seelford to appear before the
 Justice of our ^{County of Blount} ~~county of Blount~~ court, to be holden for the County of Blount
 at the Court House in Maryville on the fourth Monday of ^{February} ~~August~~
 next to answer Barclay M. Shaw, on the ground of his having a
 right to one hundred and fifty one acres one rood and seven
 perches of land, claimed by said Joseph Seelford, by virtue of
 the first and best improvement, and also by virtue of an actual
 settlement and to be then and there ready to defend his said
 claim, and have you then there the writ Return ^{James Quarter} ~~Robert~~
 clerk of and said court, at office the fourth Monday of ^{November} ~~February~~
 1809 and 32 Year of American Independence ^{Wm. Johnston etc.}
 On which Sulphora Samuel Cowan Jff. returned. "Executed" J. Courtwell

Accompanying the caveat aforesaid was the following plat and
 certificate to wit:



District of Tennessee, district south of French Broad & New River.
 Pursuant to the laws in such case made and provided, and by virtue of a depu-
 tation from Robert Ward Esq. surveyor General for the district aforesaid
 completed the surveying of a tract of land for Joseph Seelford claimed
 and held by right of improvement and occupancy situate on the
 waters of Pistol Creek, in the County of Blount in the district
 aforesaid containing six hundred and four acres, two roods and
 four chains bounded as above described and represented

by the precept plate July 29th 1807

John Wilkinson

State of Tennessee
Blount County

Circuit Court

Barclay M. Stone
Joseph Sedford

Circuit filed 29th of July 1808

Suprema executed on the defendant by Samuel Coward Sheriff and returned to February 1808, at which time an order of jury was awarded, and also an order to perpetuate testimony and this cause continued to November 1809

A Bill of Costs.

| | |
|----------------|------|
| Clerk's fee | 6.50 |
| Sheriff Coward | .50 |
| Attorney | 6.25 |

\$13.25

The above is a true statement of the proceedings and costs that have accrued in this cause in the County and Circuit Courts

J. Houston clerk

Which cause was continued from Term to Term and from day to day until the 17th day of August 1811 at which time there came a jury to wit Samuel M. Sauthy, Major Peavers, William Sherrod, James McConnell, James Cochran Robert Campbell, John Gault, Jonathan Weir, David Pichey, Jonathan L. Harris, Edward Duckhamon, & James Clark; who being elected tried and sworn well and truly to try such issues as may be submitted to them in this case upon their oaths do say, The plaintiff claims title under John Meins, who purchased from John Coward and James W. Lasky, and the defendant claims from a purchase from Spaulding Bowman, who purchased from said Coward & Lasky, and that John Meins and Joseph Sedford were both in possession on the 6th day of February 1796 that

There is no conditional line proved to have been made between these two claims. That in the year 1787 John Munn, after he and Joseph Sedford had each purchased their improvements and marked a line by the direction of Cowan and Lacey, which will include all the land in dispute, that Sedford was not notified of the ^{running the} same that both parties had laid claim to the land now in dispute and that Munn and Sedford both had possession when said line was run.

Which cause was continued from Term to Term and from day to day until the 6th day of February 1812 at which time the parties came to the following agreement to wit - "The parties agree to refer this cause to the final award and determination of John Wilkinson, John Lorry, John William, and Crook Parsons and said arbitrators are to choose one other person to decide said cause with them and make their award before the rise of the present term, of this Court and their awards when made to be the judgment of the Court."

Which cause was again continued until August 8th 1812 and the arbitrators who were chosen at the last term not agreeing the Court made the following order to wit

"It is ordered by Court that the reference made ~~made~~ at last term of this Court be set aside. A new trial is awarded and appointed of John Lorry attorney for defendants, and it is likewise ordered that each party pay the costs of the attendance of their own witnesses at this term. And on notice of the Caveator by attorney, it is further ordered by Court that Joseph Patten surveyor go and the land in dispute and make survey of the same together with a survey of the adjoining tracts and the particular situation of such other objects as either of the parties may require; and that the Caveator give to the Caveated two days previous notice of the time of making said survey; and that said surveyor return two fair plans of survey to and next Court of said survey"

Which cause aforesaid was continued from Term to Term and from day to day until August Term 1816, and on Saturday being the sixth day of said term, and 5th day of the month aforesaid, at which time there came a jury to wit, Jonathan Tipton, Archibald Johnston, Robert Hughes, John B. Cusack, Thomas Hunter, Francis Jones, John Glass, Jacob Dyer, William Price, Jonah Pally, James McCordick, & John Walker, who being elected tried and sworn well and truly to try such issues as may be submitted in this case, and to whom was submitted the ones following to wit.

1st Was John Meins under whom the caveator claims, in possession of his occupant claim adjoining the land now in dispute on the 6th day of February ^{in the year} 1796, claiming the same by virtue of his rights of occupancy and prescription and if so did he claim the land now in dispute, as parts of his tract.

2^d Does the plat and certificate of survey returned in this case by Jonah Pally, represent correctly ~~the~~ the land in dispute and the remainder of the adjoining tracts, claimed by the plaintiff & defendant.

3^d Did the plaintiff or Meins under whom he claims and the defendant ever establish a conventional line between the tracts, or agree to abide by and established by any other persons, if so when & to which of the tracts would it attach the land in dispute.

4th Was the defendant in possession of his occupant claim on the 6th of February 1796 adjoining the land now in dispute claiming it by virtue of his rights of occupancy and prescription and if so did he claim the land now in dispute as parts of his tract.

5th Did not the caveator and caveated at the time the defendant's survey was made, for the purpose of settling the boundary line between them agree to the lines so run for the defendant in the survey against which the caveat was ³ filed.

To which issue the jury returned the following answers to wit
Answer to 1st Issue John Minis was in possession of his occupant
claim, on the 6th day of February 1796 and claimed the land
now in dispute, (as represented by the plat) by virtue of his said
occupant and presumption right.

2^d The plat and certificate of survey as made by Josiah Pally does
truly represent the land in dispute, together with the two adjoining
tracts claimed by the plaintiff and defendant.

3^d Barely M. The present plaintiff and John Minis or either of them
did not make a conditional line at any time with Joseph Sedford
the defendant, neither did they agree to abide by one made
by any other person.

4th The defendant was in possession of his occupant claim on the
6th of February 1796 and claimed the land now in dispute
as part of his tract.

5th The caveator did not agree to the line run in the caveators
survey against which the caveat was filed.

The facts agreed to in the foregoing case are
as follow to wit.

John Minis under whose M^o the claims the land in dispute subsequent
to the 6th of February 1796 for a fair consideration did sell and
convey, by deed the land in dispute together with his adjoining tracts
to the said M^o, and the deed was made before the defendants
survey.

The Court being advised, on the arguments of counsel as arising
on the matters of law, and on the facts as found by the jury and
the facts agreed on by the counsel in this case. It is considered
by Court that the right of survey is in the plaintiff as to one
hundred and five acres of the land covered by the caveator &
represented by the plat and certificate of survey, returned by
Josiah Pally in this case and that the defendants survey as to
the same be void, and that the plaintiff recover against the

defendant, his costs by him, about his suit in this behalf expended.)
From which judgment, the defendant prayed and appeal, in the
nature of a writ of error to the supreme court of errors and appeals
to be held at the court house in Alexandria on the fourth Monday
of November next, assigned errors in the words & figures following
to wit, "And the said Joseph comes and says, that in the
records and proceedings in this cause and also in the ~~minutes~~ of
the judgment therein by the Circuit court, for the county of Talbot
there is manifest error in this.

1st " That the said court refused to submit to the jury the issues
contained in the bill of exceptions, signed in this cause.

2^d " There is also a manifest error in that the said court rendered
judgment in this cause in favour of said Parlay, when by the law
of the land the said judgment ought to have been rendered
for the said Joseph and against the said Parlay; and
for these and other errors in the record aforesaid appearing
the said Joseph prays that the said judgment may be reversed,
annulled and ~~set~~ for naught and that he may be restored
to all things which he hath lost thereby;

P. M. Miller Attor for
Plaintiff in Error

Rendered a bill of exceptions in the words and figures following to wit.

"It is remembered that on the trial of this cause, the defendant
rendered the following issues to the court, Viz.

1st " Was there not a conditional line agreed upon between John
Cowan, and James Wood Lasky the original improvers of
the tracts respectively claimed by the Caveator and Caveatee, and
does the Caveator survey include any lands over what was included
by said conditional line.

2^d " Did not John Minis claim under a purchase from John
Cowan the improvement, by virtue of which the Caveator claims
the land in dispute.

3^d " Had John Minis notice of the conditional line agreed on between
Cowan and Lasky at the time he purchased from Cowan, and
the said defendant, then and there required the said court
to submit the said issues to the jury sworn in said cause

but the said court then and there refused to submit
said issues to the jury, on the ground that they were not
material in the determination of the cause, to which
opinion of the court refusing to submit said issues the
defendant by his counsel, excepted and treads this his
bill of exceptions and prays the same may be signed &
^{and the same is signed and sealed} sealed, accordingly, and ordered to make a part of
the record.

The evidence proved the line referred in the above
issues to have made in the spring 1785 and that
Mills under whom the plaintiff claims and the defendants
got possession of their respective places in the fall of the
same year and that Sackett & Brown never had
any thing to do with said places subsequent to the
latter period or fall of '85.

William Stilly 
Judge of "

Which was signed and sealed and ordered to be
made a part of the record; and entered into bond
with approved security in the words following to wit.

Know all men by these presents that we Joseph Chelford
Robert Chelford and Thomas Emmons are held and
firmly bound unto Percival M. Chas in the just and
full sum of two hundred and fifty dollars to be paid
unto said Percival M. Chas to which payments well and
truly to be made, we bind ourselves our heirs &c
jointly by these presents sealed with our seals and dated
This 6th day of August 1812

The condition of the above obligation is such that whereas
the above bounden Joseph Chelford hath this day prayed
and obtained an appeal in the nature of a writ of error
to the next term of the Supreme court of errors and appeals
in the second circuit of the State of New York, from a
judgment obtained against him in the circuit court for the
County of Blount. Now if the said Joseph shall with

effect presents said appeal, or in case of failure pay and satisfy all costs and damages, which may be awarded against him for wrongfully suing the same than the above obligation to be void or else to remain in full force.

Joseph Sedford Seal

Robt. Sedford Seal

Thos. Curmerson Seal

And said Appeal is granted to him.

Bill of Costs.

| | |
|---|------------------------|
| Amount of County Ct. costs brought forward. | 10:38 |
| James Melackey witness | 24:16 $\frac{1}{4}$ |
| John Coward do. | 56:7 $\frac{1}{2}$ |
| George Sedford | 11:00 |
| James Sedford | 14:00 |
| James Coward | 2:00 |
| George Ewing | 1:00 |
| Samuel Diggle | 14:00 |
| John Ewing | 4:50 |
| James McNeill | 1:50 |
| Sparling Bowman | 70:62 $\frac{1}{4}$ |
| James Anderson | 7:00 |
| Wm Lowry | 8:50 |
| Robt. Houston | 2:00 |
| Robt. Houston | 5:50 |
| John Minis | 2:50 |
| Isiah Pally | 3:00 |
| Chertis fus | 14:00 |
| Shirreff Coward | 5:10 |
| " Ginn | 25 |
| " Russell | 12 $\frac{1}{2}$ |
| Attorney | 6:25 |
| John Haugh Esquire for taking dep. | 66 $\frac{1}{4}$ |
| | \$268:80 $\frac{1}{4}$ |

State of Tennessee
Blount County

I Robert Houston clerk of the circuit
Court for the County aforesaid, do hereby
certify that the foregoing transcript is
a true copy of the records and
proceedings now remaining in my
office.

In testimony whereof I have hereunto set my name and
affixed my private seal (having no seal of office) at
office, this 10th day of September 1810 and 39th
year of American Independence.

Robert Houston clk
By his Deputy Jeph Beane

Cash on Supreme Court
Tax - - - - - 1.00
Filing term - - - 1.60
Errors plea fee - 1.20
Judgment fee - 2.00
Mandate 1.50 6 30
Attorney Miller 6.25
13.55

52
Transcript
Barclay M. Shoo
¹¹³
Joseph Sedford

Filed Octo 25. 1814

DeFord v.
 Miller

Statement

The questions in this case are

1. Whether the court erred in refusing to submit a conditional line by defendant for the purpose of ascertaining a conditional made between individuals under whom they respectively claimed or not —

2. Whether the defendant ought to be prevented from obtaining a grant by one having no better claims than himself having taken the first step

3. Whether the property the land ought to be equally divided the court have not erred by taking a point equi distant from both improvements for that purpose

R. M. Miller

Stat. num.

1887

Amphib.

604
105
499 =
482
115
387

I Edford } errors
B. M. } December 1st 1744.

And said defendant by his attorney comes into court
and says that there is no Error in the Verdict and
proceeding aforesaid or in the rendition of the Judgment
and says that the court above then may please to the
Examination as well of the Verdict and proceeding aforesaid
as the matter and things above for Error assigned
and that the Judgment aforesaid may lie in all
things affirmed

Mr Campbell
Att. Gen. in Error

496 1/2

George W. ...

1840
Baltimore, Md.

Dear Mother
I received your kind letter of the 10th and was
glad to hear from you and to hear that you
were all well. I am well at present and
hope these few lines will find you all the same.
I have not much news to write at present.
I am still in Baltimore and hope to
write you again soon.
I am, Mother, your affectionate son,
John Smith

John Smith
Baltimore



The above Plat is a true representation of the Land in dispute between Barclay McPhu & Joseph Tedford, together with their adjoining Surveys - Given under my hand Aug^r 2^d 1813

Josiah Patten D.S.

John P. Beane
Clerk of the Court

State of Tennessee
Blount County



I Robert Houston Clerk of the
Circuit Court of the County aforesaid
By my deputy Jesse Beane, do certify
that the within is the plat returned by
Josiah Patten in the cause M. Shee vs
Bedford and referred to in the record
of said cause

In testimony whereof I have hereunto set my hand and
affixed my private seal, (having no seal of Office) at
Office the 25th day of October 1814 and 39th year
of American Independence

Robert Houston Clerk
Jesse Beane
Deputy