

State of Tennessee
Blount County

Be it remembered, That heretofore
to wit at a Circuit Court held
for the County of Blount at the
Court House in Maryville on the first Monday of
February 1810. A Court case wherein Adam Peck
is plaintiff & John Eddington defendants together
with the papers & proceedings thereto belonging was
transmitted from the Clerk of the Circuit Court
formerly held for the County of Blount which
are in the more specific following to wit

State of Tennessee
Surveyor General's Office District
South of French Branch Holston.

Adam Peck enters a caveat to prevent.

John Eddington from obtaining a Grant Survey of Land
made for him the said John on the Eleventh day of
March in the Year one thousand eight hundred & second
by James Sloan a Deputy Surveyor of Robert Peers Esq:
Surveyor General for the District aforesaid of which by said
Deputy in the said Office the first day of September
in the Year aforesaid containing two hundred & thirty
Acres one rood and nine Claims situate lying being in
the County of Blount and District ^{State} aforesaid and bounded
as described and represented by the said plat and
Certificate of Survey made for the said John Eddington
by the said Deputy Surveyor and by him filed as
aforesaid in the said Surveyor General's Office all which
will more fully appear referred being made to the said
said Certificate of Survey. Which said the said Adam
claims as parts of a four hundred acre tract claimed and
held by Thomas Christian by virtue of the said tract
improvement. Rights of Occupancy and Prescription and by

The said Thomas Christian sold transferred to Thomas Thompson
for a good and valuable by virtue of a sale made
to John Thompson, Agent of the said Thomas Thompson for
the said Thomas and from the said Thomas Thompson sold
and transferred to Jacob Peck for a good and valuable
consideration whose title interest relation in the the land,
was sold to the said Edward Peck. for upwards by
the Marchals of East Tennessee by virtue of an Execution
obtained in the United States held for the district of
East Tennessee by John Edgington & William Hipton against
him the said Jacob Peck. by virtue of which improvements
& the sales transfers aforesaid made of the land. and by
the Constitution Laws of the State. aforesaid the said
Adam claims the rights of Occupancy and presumption
of in and to the said two hundred and twenty
one acre piece claims of some part of the claim aforesaid.
Wherefore he prays that no writ issue to the said
John Edgington for the land. contained in the said
Warrant made for him aforesaid but that the rights
of Occupancy & presumption in the the land together
with the rights of survey of the said. be assigned
to him the said Edward Peck. Edward Peck
Esq. his Atty.

And therefore a summons issued in the following
words to wit

State of Tennessee

To the Sheriff of Blount County. Greeting
The command goes to summon John Edgington personally
to be and appear before the Justices of our County
Court of pleas & quarter sessions to be held for
Blount County at the Court House in Maryville
on the fourth Monday of November next to answer.

Defence a Cause brought against him by Adam.
Pete. Thus you thus thus thus.

Witness James Houston, Clerk of said
Court at Office the fourth Monday of
August 1887. 18262611 Year of Amusement.
Houston C. H.

Inexpensive.

Which was returned to Adam's Cause, "Executed" by Saml.
Corran Esq. Sheriff. &c.

Together with which Cause was returned the proceedings
therein in the more specific following to wit

Cause filed the 16th of November 1887. Subpoena
returned Executed on the defendants by Saml. Corran
Sheriff of said County to November Session 1887. & the
cause was continued from Session to Session to May
Session 1888. At which time on motion of the plaintiff
a Commission was awarded him to Pleasant County
to take the deposition of Nicholas Spring & continued
to August 1888. & thus the said rule continued from
Session to Session until February Session 1889. At which
time the said rule was taken & continued to May 1889.
& the said rule was taken & continued from Session to Session
until November Session of the Cause Court.

Bill of Costs.	Clerks fees	\$ 8.	42
	Sheriff Corran	1.	82
	" Bradford "		25
	Attorney	6.	25
	James Dotterly Witness	3	"

The above is a true statement
of the proceedings & costs that have
accrued in the County Cause Courts.
on this cause

Robert Hamma Attor	5	25
		\$ 24 99

Houston C. H.

And now at this day to wit at August Term 1812. until
which time this cause was continued until the parties by their
Attornies shewed cause and shew. to wit

- | | |
|--------------------|-----------------------------|
| 1. Esqr. Peay. | 7. Samuel D. Morrison |
| 2. Esqr. Thomas. | 8. Archibald Peay. |
| 3. John Houston. | 9. Philip Smith |
| 4. George Houston. | 10. James Currie. |
| 5. George Shanks. | 11. John Farbot |
| 6. James Black. | 12. Daniel Walker who being |





detest tried and sworn well truly to try such issues
as may be submitted to them in this case do say
that the Camata had made an improvement on the
land in dispute & was in possession the latter day of
February 1796. and that the Camata was not in
possession the 6th day of February 1796. nor any person
for him and that the said Camata was in view of
the line made by Christian and that Richard Shirley
was being in the land in dispute they further find that
John Cunningham the defendant & Richard Shirley were
present at the making of an award about said land.
and that agreeable to said award they tendered a
sufficient quantity of property which property was refused
by the Plaintiff shewing cause the defendants by

Atte cause entered & read to them. cause why a new
trial should not be granted in this case on the issue
of a tender.

It is ordered by Court that facts which
were agreed in this cause be spread upon the Minutes
to wit / It is agreed that the following subscription
signed & dated for the purposes therein expressed was

was made by the parties on the 25th day of March
1802 relative to the land mentioned in the caveat
to wit

Do it remembered that whereas Adam Peck
in behalf of Jacob Peck of the one part William
Lipton John Ewington, & Richard Kirby of the other
part agree to abide by whatever may
be the opinion or report of certain persons hereafter
mentioned selected for the purpose of determining
the property rights of a certain tract of land now
in dispute between said parties. It is to be understood
that said land is to be known by being formerly
the property of John Thompson: Dec. lying on Little
river now in possession of Richard Kirby & John
Ewington that said parties do agree that their attorneys
and are to determine the said rights as aforesaid
if said land should appear to be the right &
property of Adam Peck. That they are to agree on
the sum due to said Peck as compensation for said
land & damages and also parties are to have their
attorneys & vouchers relative to their claims ready
for investigation against the 28th of April next.
The men to whom we allude are the following
Daniel Craig, John Singleton, James Caskey Samuel
Flanagan, Samuel Thibody, Bartlet Melcher, Francis
Cortel James Scott, Wm. Ellsper, James Lattin, Wm.
Samuel Bogle Samuel Melcher Wm. Ragan, Wm.
Snoddy, William Gray ^{William} Samuel Thompson, & James
All four or a majority of them that may convene
on said day for the purpose aforesaid & determine all
matters relative to said land & which of said parties
shall pay what costs may have accrued as yet

Know all men these presents that this 25th day of
March 1852. Adam Peck. 
Jasrd Clark. William Tipton. 
Mrs. Kelly. John Ervington. 
Richard Shirley. 

As the parties & also convenes to meet at the house
of Rich Shirley

2nd It is agreed that the following bond on
the day of the date thereof was entered into
to wit

Know all men by these presents that we Richard
Shirley John Ervington, & William Tipton of the County
of Platte State of Tennessee are fully & jointly
bound unto Adam Peck of Jefferson County
State aforesaid in the sum of Two thousand
Dollars to be paid to the said Adam Peck
his heirs or assigns in good property at such rates
for the true & faithful performance of which
payments well and truly to be made & paid we
bind ourselves our heirs Executors or administrators
jointly by this presenty dated with our Seal &
related this twenty third day of April One thousand
eight hundred thro

The conditions of the above obligation
is such that whereas a Suit has lately been
commenced in the Courts of the United States
for the District of East Tennessee in the name
of Jasrd Peck by the said Adam Peck.

as Agents for the said Jacob Peck against the
 said John Eastington Richard Pirley for the recovery
 of a certain tract of Land as mentioned in the writ
 of Ejectment in said Deed which lands or a part
 thereof is in possession of the said John Eastington &
 Richard Pirley or both of them who claim in some
 measure under the said William Tipton and whereas
 the said parties have agreed to leave the said matter
 of controversy to the said award and final determination
 of Daniel Craig, John Tipton, James Coates by
 Samuel Thomegan, Bustlet, McEhee, Francis Bartlett,
 William Tipton, James Gillespie Sr. Samuel McLaughlin,
 William Crook, Samuel Thompson, Samuel George, &
 Isaac Wilson, or the joint majority of them to
 be allowed in writing on or before the Twenty fourth
 day of this Inst. Mon if the said Richard Pirley & John
 Eastington, and William Tipton shall be paid by
 Respondent or claim to be kept aside by Respondent
 the awards to be made and given as aforesaid by
 the Arbitrators aforesaid then the above Obligation to
 be void else to remain in full force & virtue.

Test
 William
 Sam. McChesnut
 Jacob Peck.

Richard Pirley
 John Eastington
 William Tipton

It is agreed that the following award was made
 signed and returned by the arbitrators on the 24th
 day of April 1812 relative to the Land mentioned
 in the Deed to wit:

State of Tennessee
Blount County

We the arbitrators chosen by the
contending parties which is Adam
Pete Richard Kirby, John Edgington
& William Tipton met on the premises
on the 23rd day of April 1862 and
after being duly sworn entering into
a full investigation of the existing dispute

Do swear and say that we find the rights of
Occupancy & Possession to be in Adam
Pete. Attorney of Jacob Pete and also claimed the same
claimed by John Thompson, Decided as far as the
conditional line made by Thomas Christian witness.
We do further swear and say that the above
mentioned Pete Kirby John Edgington, and William
Tipton, do pay all costs arising from the suit
brought against them in the United States Court by
said Pete, We do also value the disputed land
to be worth one Dollar fifty cents per acre in
property at cash price to wit to be paid at on
before the fifteenth day of November next ensuing
the date to be discharged in Honor battle, & before
the Honor to be under of Years also that under
two but under fifty Dollars. value the cattle &
Horse to be merchantable by said parties cannot
agree the property to be valued by mind and
valued as the dispute premises It is to be understood
that said Pete as consideration that the said
Kirby Edgington & Tipton should pay the above
valued

value or about stated thus said Peck is bound to make good
all claims as to the rights of occupancy, unto the said
parties Mr Justice answered and say that the said title produced
by said Peck for said land or as part thereof hereafter
appears to be good title in law thus said Peck is bound
to the continuing parties to make a deed of conveyance
from said title to them on condition that they pay to said
Peck the state price amount thereto. The above said final
decision ~~of the court~~ being so had ~~unanimously~~ agreed
as witness hereof we have hereunto subscribed our hands this
24th day of April 1862. Daniel Craig Samuel McLaughlin
James Caskey, John Langston, Isaac Wilson, William Brody
Samuel Thompson, Mr. Gillespie, Samuel Manigault Partlet
Melroe, Samuel George, James Gillespie, Francis Cantel,

It is agreed that an Execution or Fieri Facias issued
from the District Court of the United States at the feet of
Richard Kirby & John Edgington, against the said Chatterly
James & Benjamin of said Peck, which Execution was founded
on a Judgment entered up in said court against the said
said Peck at the feet of the said John Richard and the
22nd day of April 1865. That said Execution was levied
on the lands mentioned in the foregoing answer as the
property of said Peck, and the 5th day of August 1866. and
which lands on the 23rd day of October 1866. was exposed
to public sale in Knoxville when Joseph Garrison, on
the behalf of Octavius Peck purchased the same for the sum of
One hundred & fifty Dollars - Whereupon like the Marshal
for Carl Timmsford conveyed the same by deed to the said
Octavius Peck. and the 21st day of October 1867. which deed
is regularly of record in the County of Platte the recitation
whereof appears dated the 19th day of July 1869. It having
been acknowledged in said lands at February Sessions of Platte
County in the year 1868.

E. Parsons for J. P. Peck
Ch. McLaughlin for J. P. Peck

The Court not being fully satisfied as to rendering
their Judgment on the facts agreed upon by the Jury in
this cause. Orders that the following Issues be
submitted for deliberation on the final hearing of this
cause. To wit: did the Defendant or any person for him
or under whom he claims transfer his rights of occupancy
& possession subsequent to the 6th day of February 1796
to the Plaintiff or any person under whom he claims.

2nd If the Defendant or any person for him or under
whom he claims did make such transfer when & how
made & by what kind of conveyance.

And the parties agreed to get aside the issues & verdicts
as to the tender & refusal.

And now at this day to wit at February 23rd 1813.
until which time this cause was continued under Thomas
Kenderson security for the prosecution in this case & on his motion
from his recognizance in this behalf made is acquitted &
discharged. & Jacob Peck came into open Court & acknowledged
that if the Plaintiff fails in the prosecution of his suit
that he will pay ^{also} the costs that may accrue thereon.
or that he will do it for him. And at which time
came the parties appeared by their Attorneys thereupon
came a Jury to wit:

- | | |
|--------------------|-------------------------------------|
| 1 John Dumont. | 7. Robert Stand. |
| 2 John Thornbury. | 8. James McCallow. |
| 3. Josiah Putty. | 9. Ramsay Perry. |
| 4. George Colwell. | 10. Mehab Powerman. |
| 5. John Strain. | 11. Leonard Simons & |
| 6. William Gage. | 12. John Beatty and several others. |

And by consent of parties the issues being withdrawn
It is ordered by the Court that the Jury be discharged.

And at which time Appearances were the parties Appearances by
their Attorneys and Arguments of Counsel being had on
the issues & facts agreed in this cause

It is considered by Courts that the ^{Plaintiff} ~~Defendant~~
Causes be assigned that he had the right of being
to the Court in respect that he go ^{retains say} ~~had~~ and receive of
the plaintiff his costs by him about his defence in this
behalf assigned & ~~Whom~~ ~~caused~~ the plaintiff by
Attorneys prayed an Appeal in the nature of a Writ
of Error (Shewing entered into bond with approved security
it was granted him to the Supreme Court. Errors &
Appeals to be held on the 4th Monday of May next
at Knoxville within the 2nd Circuit.

And for the prosecution of which Appeals
he entered into the following Bond to wit

Known all men by these presents that we Adland
Peele and Jacob Peele both of the County of Jefferson & State
of Tennessee are fully firmly bound unto John Edgington late
of the County of Blount in the sum of five hundred dollars
to the which payments well truly to be made & done We bind
ourselves our heirs, Executors Administrators &c. in Witness whereof
we have hereunto set our hands and seals the 6th day of
February 1833. The condition of this obligation is such that
whenever the above bound Adland Peele, hath this day
prayed an Appeal to the Supreme Court of Errors &
Appeals to be held on the 4th Monday in May next in
Knoxville within the 2nd Circuit from a decision made agst
him by giving Judgment for the defendant in a Cause
caused lately depending in the Circuit Court of Blount
County wherein Adland Peele was the Plaintiff & the said
John Edgington the Cause &c. Now of the said Adland

Peck shall well truly prosecute his said Affidavit unto
 effect or in case he fail therein well truly pay and
 satisfy whatever costs & damages shall be awarded against
 him thus his obligation to be well observed to remain in
 full force & effect

Admond Peck. 

J Peck.

Servt Peck. 

Bill of Costs.

	Clerks fees. 6 th 6 th	\$ 6. 42
	Sherriff Coman.	1. 82
County. 6 th cont.	" Prabsan	" 25
	Attorney	6. 25
	James Dotterly - Witness	3. "
	Robert Harned ditto	5. 25
		<hr/> \$ 24. 99

	Clerks of Coments Comants	7. 92 1/2
	Attorney	6. 25
	Sherriff Coman	2. 62 1/2
	Sherriff Coman County	" 25
	Sherriff Law	" 25
	William Harned & Witness	7. "
	John Sugatan ditto	10. "
	Thomas McCuller ditto	8. "
	Robert D. Peared. ditto	2. "
	Robert Phea ditto	12. "
	James Peared ditto	13. "
	John Harned ditto	8. "
	Mary Looney ditto	4. 16 2/3
	Daniel Craig ditto	35. 58 1/2
	William Boston ditto	5. "
	James Charles ditto	3. "
		<hr/> \$ 150. 03 2/3

State of Tennessee
Blount County } J. Robert Houston, Clerk of the Circuit
Court of said the County of Blount.

Seal Do hereby certify that the foregoing
Transcript is a true and perfect copy
of the records & proceedings in the Criminal
Case of Adam Peck against John Edgington.

In testimony whereof I have hereunto set my hand &c.

Witness my private seal bearing in Seal of Office this
27th day of March 1813. Robt Houston Clerk

Expenses

Fees	1.00
Transcript to	1.60
Exam plea & statement	1.20
3 continuances	1.20
Judgment	2.00
	<u>6.00</u>
Attorney Parsons	6.25
	<u>12.25</u>

To Pa Du - 13 -

Manuscript

Adams Peck

Esq. Concord

John Edgington

Peck
my

Edwington

Enoch Parson, make the oath that
he has heard Edwington ~~or~~
since the last term of the court
departed this life and believing
his information was true that
he was told so by Tom Tipton
this month

E Parson

Pick
vs
Edington

And the defendant comes & says there is no error in the
 rendition of the Judgment aforesaid, nor in the record thereof.

Jm Miller

Richd. Mearns
in
Edingston

Adam Lock

John Coaption

affegument
of Erson -

12th April 1813

gates -

700

4200

2

504

700

1204

119

Miriam Beck

at
John Cummings

Handwritten signature in a decorative frame

7 1/2
1813

1046-