

Pleas before the honorable Perry W. Humphrey Esquire Judge of the fifth Judicial Circuit & for Montgomery County, at at the Court House in Clarksville at an adjourned term of the Circuit Court for Montgomery County on the fifth Monday in March 1829 & 31st Year of the Independence of the United States.

Be it remembered that heretofore, to wit, on the 10th of July 1827 a Bill in Chancery was filed in the Circuit Court for Montgomery County in the following words & figures, to wit,

To the honorable the Judge of the 5th Judicial Circuit in & for the state of Tennessee.

The Bill of complaint of William Peay

Complainant, against Charles Bailey, Cave Johnson and Marvel Lowe Defendants.

Humbly complaining your Orator a Citizen of Montgomery County sheweth to your Honour, that in the month of October 1824 he became the security of Charles Bailey for the payment of two notes to said Cave Johnson for four hundred dollars each, one due & payable at the Branch Bank at Clarksville on the first of January 1826. the other due & payable in like manner on the first of January 1827. ~~He sheweth~~ to your Honour, that on the 14th day of November, 1826, the said C. Johnson by endorsement transferred said notes to Marvel Lowe. Your orator further sheweth that at the April Term, 1827 of the County Court for the County of Montgomery a judgement was rendered against said Charles Bailey, and your orator for the sum of eight hundred dollars, exclusion of interest & costs in favour said Marvel Lowe, on said notes so as aforesaid ordered by said Cave Johnson, Your Orator charges that at the time of the transfer, of said notes by said Johnson to said Lowe that said Johnson that said Johnson was indebted to said Bailey, in a considerable sum of money, to wit about

2

the sum of five, or six hundred dollars as your Orator is informed & believes. Your Orator further charges, that before the assignment of said notes to said Leawe, it was expressly agreed, by & between said Johnson & Bailey, that the sum of money so due & owing by said Johnson to said Bailey, should go as part payment of the notes, which said Johnson held on your Orator, and said Bailey, of which agreement your Orator expressly states said Leawe at the time of taking said transfer had notice.

Your orator further charges, that after suit had been brought on said notes, said Bailey requested your Orator not to employ counsel, but to let Judgment go & he would settle with said Johnson, and all the credits to which he was entitled for payments made should be entered on the Judgment. Your Orator further charges that it was agreed, by & between said Johnson & said Leawe, that whatever said Johnson was indebted to said Bailey should go in part payment of said notes, and that this agreement was made at the time of transferring said notes to said Leawe, as your orator is informed & believes. Your Orator further charges, that at the time of transferring said notes, it was agreed, by & between said Johnson and said Leawe, that said Leawe should wait with said Bailey for the payment of the note then due, until the second note became due which was on the first of January 1827, and that said Leawe was not to interrupt said Bailey by suit, or otherwise, until said first day of January following said endorsement. The agreement on the part of said Leawe & Johnson, your Orator is advised, discharges him as security from the payment of the first note due. Your Orator further states that the first note said Bailey has become insolvent at least ostensibly so, since the endorsement of said notes, that execution has issued on said Judgment, and has been levied on the property of your Orator

3

Your Orator further charges that said Johnson & said Bailey have come to a settlement, on the demand due from said Johnson to said Bailey, and that said Johnson, has in writing directed a credit of two hundred & forty dollars to be entered on said execution, but said Leavelle notwithstanding his agreement with said Johnson, refuses to have said execution credited and is proceeding to make the whole amount of the Judgment out of your Orator.

Your Orator further charges, that in the settlement between said Johnson & said Bailey, in relation to the demands of said Bailey against said Johnson which were agreed to be entered as a credit & part payment of the notes, not the half amount originally agreed upon has been even attempted to be credited on said Judgment. Your Orator charges that at the time of executing said notes to said Johnson, it was in the presence of your Orator agreed that the amount of said notes, said Bailey being a Tavern keeper, and that the same should go in payment thereof, but now so it is may it please your Honour that the parties refuse to enter the credits, and are about to coerce the payment of all the money from your Orator. In your consideration whereof, & inasmuch as your Orator is ex-
mited without remedy by the strict principles of the common law, and can only be relieved in Equity, Your Orator prays your Honour, that said Leavelle, Charles Bailey & Marvel Leavelle may be made defendants to this Bill, and that they upon their corporal oaths true direct & perfect answer make to all & singular the allegations & charges herein made, the same as though they were hereunto again more particularly interrogated, but more particularly that the said Johnson & Leavelle may set forth & state whether it was not agreed between them, that indulgence was to be given to the said Bailey on the first note due, until the second became payable

payable, & whether it was not agreed that the amount which said Johnson was indebted to said Bailey should be credited on the amount of the notes, and whether said Leaver has not a separate covenant from said Johnson, to secure the payment of said notes, which your Orator here charges, to be the fact. That said Johnson & Bailey may answer, & say, whether the whole amount of the credits which were agreed on between said Bailey & Johnson originally, has been entered on said Judgment, and what amount really was due from said Johnson to said Bailey, which they agreed should be entered as a credit on said notes or Judgment, & whether the same has been done.

As your Orator states that no injunction or supercedias has heretofore been granted to stop the proceedings in this cause, and that this is the first application for the same.

In consideration of the premises your Orator prays your Honour, that the States writ of Injunction & Supercedias may your directed &c. commanding &c. whereby the Sheriff of Montgomery County the said Daniel Leaver and all others may be enjoined from enforcing said Judgment in any manner until the matter can be heard in Equity. Your Orator further prays that on a final hearing of this cause he may be released from his liability on the note first due, and that all the credits to which said note is entitled, or such portion thereof as your honour may direct may be applied to the second note and give such other & further relief, as your Orator in Equity & good conscience may be entitled to, and he in duty bound will pray,

For
State of Tennessee
Montgomery County.

Wm A Martin Solicitor
for complainant.

This day William Pray the within named complainant personally appeared before me P. H. Humphreys one of the Judges of the circuit Courts in & for the State of Tennessee, and made oath that the matters & things in the foregoing Bill as stated of his own knowledge are true, & that stated of the knowledge of &

(5)
of which he believes to be true

William Pray.

Given to & subscribed

before me this 9th day of July 1827

D. W. Humphreys

To the Clerk of the Circuit Court for the County of
Montgomery; Let writs of Injunction & Subpoena issue
according to the prayer of the foregoing Bill on the
Complainant giving bond & security ^{required} agreeably by law.

William Pray

Parry W. Humphreys Judge
of the Circuit Courts &c.

Charles Bailey, Complainant

Injunction Bill
August Term 1827.

Marvel Leane

The answer of Marvel Leane to

the Bill of Complaint of William Pray exhibited
against C. Johnson, & Charles Bailey in the Circuit Court
for Montgomery County. This Res^d saving and reserving to
himself, now and at all times &c. and for answer to said
Bill, or so much thereof as he is advised material for him to
answer unto, annexeth & saith, that his Respondent Res^d
by transfer two notes of hand from C. Johnson on Charles
Bailey & William Pray, one due & payable the 1st of January
1826, the other due & payable the 1st of January 1827, each
for the sum of four hundred dollars, that at the time of
the transfer of said notes said Johnson mentioned to this
Res^d that there was an unsettled account between him and
Charles Bailey, upon which he supposed there would be due
about one hundred & fifty or two hundred dollars, that
he wished credited on the note, but because the precise amt
was not known, the whole amount of the notes were transferred
with an understanding, that Bailey amount was to be credited
on the first note as soon as a settlement could take place
between said Bailey & said Johnson, and said Johnson was
to repay, me whatever credit was so entered, some time about
the 1st of

the 1st of July last, This Res^d understands that a settlement took place between said Johnson & Bailey, by which said Johnson fell indebted to said Bailey in the sum of two hundred & forty dollars, & sd Johnson who was my attorney at law, gave order for crediting that sum of money on the execution against Bailey & Pray. Shortly after that said Pray called on this respondent, & wished further indulgence for the balance of the execution, and also for a release for the Two hundred & forty dollars, so ordered to be credited as aforesaid. This respondent was willing to give further indulgence upon the balance of the debt, but was unwilling to say or do anything in relation to the \$240 until the return of sd Johnson from Kentucky, and expressly told the said William Pray that he would not attempt to enforce the collection of the same until that time.

This Res^d knows nothing of the amt^t between said Johnson & Bailey. This Res^d has since the filing of said Bill been satisfied by said Johnson as to the whole debts and the whole interest is now vested in said Johnson.

This Res^d having answered & prayed

Sworn to in Subscribed in
open Court, August 21st 1827.

Marcel Lauce

Attest Clerk

Enacted. Filed August 21st 1827.

The answer of Isaac Johnson to the Bill of
complaint of William Pray, agt himself & others
in the Circuit Court of Montgomery.

This respondent owing & owing to himself now
& at all times &c. and for answer thereto, as much thereof
as he is advised material for him to answer unto, answers
& saith that it is true, as alleged in said Complainants
Bill, that said Complainant Charles Bailey executed
two notes to this Res^d, each for the sum of four hundred
dollars, one payable the first of January 1826 & the
other the 1st of January 1827, for the rent of the Town
of this Res^d in Clarksville for the years 1825 & 1826 and
that this Res^d transferred said notes for a valuable
consideration to Marcel Lauce about the 14th of November

November 1866, and that Judgments Lamber remained
on said notes as alleged in said Complainant's Bill

This Res^d further answers that at the time of the transfer
of said notes, there was an unsettled account between
this Res^d & Charles Bailey, the precise amt. due said Bailey
at the time of the transfer of said notes was not known
and said Lamer was then informed of said accounts
and it was agreed between said Lamer & this Res^d
that a credit should be entered for the balance due
said Bailey whenever a settlement could be had
between this Res^d & said Bailey & the amt. thereof a sur-
charge, and this Res^d was to pay said Lamer the amt.
of the credit so entered, & the whole of the notes were
transferred to said Lamer, & the said notes were to be
collected for said Lamer by this Res^d as his attor at law
without charging fee for the same. This Res^d informed
said Bailey that a credit was to be entered for the same.

This Res^d further answers that no settlement took place
between him & the said Bailey until the latter part of
June or the 1st of July, when upon a final settlement
of the accounts between them this Res^d was
found indebted to said Bailey in about the sum of Two
hundred ^{seventy} dollars, and this Res^d gave Orders for credit-
ing the same on the executions of Marvel Lamer
or gave receipts for so much paid him on said ex-
ecutions. This Res^d further answers that said settlement
between him & said Bailey was honestly & fairly
made, and all the accounts between them so far as this
Res^d knows any thing of them, taken into the account
and the sum aforesaid was agreed upon as the balance
fairly due said Bailey, & Receipts executed by said Bailey
in full. All of which this Res^d is perfectly willing to
submit to the Court of Equity for re-examination, as
said Court may direct. This Res^d further answers, that
he advised said Lamer, not to commence suit on the
first note, until after the second fell due, for the
purpose of instituting but one suit, & saving of
costs to the Defendant, & as it could not operate to ^{delay}

delay him in the collection of the money. The first count
thereafter being the Third Monney, in January, & that
advice to Leawe, constituted no part of the agreement
of Transfer, nor was it more than a request, or advice
given for the benefit of said Defendants. This Res^d
further answers that during the fall of 1826, this Res^d
frequently, & repeatedly informed said Pray of the danger
he was in, as the security for said notes and papers
upon him the necessity of endeavoring to secure
himself; And at no time did said Pray urge this
Res^d to institute suit, or take any steps to enforce the
collection of the first note due in January, 1826, & writ
issued a very few days after the second note fell due.

This Res^d further answers, he was about some
weeks in Kentucky in July, & that during her absence as this
Res^d has been informed & believes, said Pray wished further indulgence
on said Execution, & called upon said Leawe for that purpose
And that said Leawe was willing to give further indulgence
upon terms not known to this Court, for all except the
\$240 directed to be executed by this Res^d & was willing
this Res^d as this Res^d is informed & believes, to withhold the
collection of that sum, until the return of this Res^d.

This was closed on the part of said Leawe as this Res^d
is informed, because this Res^d had informed said Leawe
that about the sum of \$185 or \$200 was due to
Bailey at the time of the transfer, and said Leawe thought
it most prudent, to do nothing in regard to that sum
which was to be paid said Leawe by this Res^d until
the return of this Res^d which was expected in a few
weeks after the application made to said Leawe.

This Res^d admits the circumstances of Charles
Bailey to be very embarrassing, & that said complainant will probably
have the money to pay, & that this Res^d gave notice to said Pray, of the
probability of such an event, before the situation of said Bailey was generally
known, whilst said Bailey had property & means on hand to secure said
debts. As to the allegation in said Bill, that notwithstanding the
originally agreed on has even been attempted to be created on said
Judgment, this Res^d answers, that no other or further sum was ever
agreed to be entered, as a credit on said notes or Judgment than the
balance due said Bailey as above stated upon a settlement of debts
between them

of acts between them. And as to the allegation in said
Bill "That at the time of executing said notes to said
"Johnson, it was in the presence of your orator agreed
"that the amount of the board of said Johnson & his
"brothers would be equal to the notes, said Bailey
"being a tavern keeper, & the same should go in pay-
"ment thereof." This Res^d answers that said allegation
is untrue - that this Res^d was not present, when said
Pray signed said notes as security, nor did he speak
to said Pray on the subject of security, at any
time before or at the time of executing said notes, nor
did he know that said Pray was to be the security until
the delivery of said notes to him by said Bailey after
the execution thereof, nor did this Respondent ever
make such an agreement with said Bailey at
the time of renting said house, the subject does men-
tion & this Res^d expressly refused to make any contract
binding himself to board with said Bailey, or his
brothers, & therefore insisted upon security for the rent
- but this Res^d told said Bailey, that he would get the
custom of this Res^d & probably of his brother, as it
would be to the interest of this Res^d which this Res^d
believes to have been strictly complied with, but
expressly refused, to make any agreement to do so
longer than might suit his interest or convenience.
And a large proportion ^{of the} said Bailey's credit as
above was for the boarding of this Res^d & his brother
Joseph during the time of the lease aforesaid -

This Res^d further answers, that since the filing of said Bill
he has uttered with said Lowe or the Syndicator of said Note
& that the whole interest in said Judgments is in this
Res^d & subject to any equity between this Res^d & Charles Bailey
& said Complaint, This Res^d denies all fraud or com-
binations &c, & having answered to Pray &c.

C Johnson

Given to in open Court August 23rd 1827

Wm D. Mann Clerk

Enclosed. Filed August 23rd 1827

The separate answer of Charles Bailey to the Bill of Complaint filed in the Circuit Court for Montgomery State of Tennessee, by William Bray, against him, Cave Johnson, & Marvel Leavelle

This Res^d now, and at all times saving and reserving to himself all manner of exceptions to the misstatements & improprieties in the said Bill contained for answer thereto, or so much thereof as he is advised is material for him to answer, answered saith that sometime in the month of October 1824 he by contract with Cave Johnson rented his tavern house in the town of Clarksville for two years, commencing from the first day of January then next ensuing, at the rate of four hundred dollars per year, at the time when this Res^d & said Cave were contracting for said premises said Cave informed him as an inducement thereto that if he continued to live in town, that himself & brother Joseph would live with him, but that he would not endeavour to controul his brother Willie, but if he did, it would be to go to the payment of Rent, as well as his & Josephs. This Res^d answers and says, that this was an inducement for his giving a high Rent, which operated upon him at the time, believing he could pay it more easily. The said Cave then left with this Res^d two notes, each for four hundred dollars, one due 1st day of January 1826, the other first day January 1827, for the purpose of executing with security. a few days after this Res^d met with Complainant, handed him the notes & requested him to sign as his security, which he did. said notes remained unpaid as stated in Complainants Bill and Judgments were rendered thereon as therein stated, as to any thing respecting the transfer between said Johnson & said Leavelle this Res^d knows nothing, This Res^d further answers and says, that said Cave Johnson boarded with this Res^d from the 1st of January 1825 till the 7th of February 1826. said Joseph Johnson boarded with

from sixteen weeks & one day, said Willie B. boarded with him, from the 29th day of December 1824, till about the 7th of February 1826, at which time on the boats all three quit boarding with him, and boarded themselves at their office in the town of Clarksville. This respondent further states, that since the rendition of ~~the~~ said Judgment he & the said case have come to a settlement, at which time he was found to be indebted to this Res^t the sum of two hundred & forty dollars, for himself & brother Joseph which he instructed the Sheriff to enter as a credit on said executions. Willie B Johnson ^{this Res^t believes} as yet has a settlement, but this Res^t believes that his favor acts with him, upon settlement, will leave a balance thereon in favor of this Res^t of about two hundred dollars. Further this Res^t knoweth not & having fully answered pray hence to be dismissed with his reasonable costs,

Turley & Turner Sol^y

This day personally appeared in open Court Charles Bailey, & made oath that the facts set forth in the foregoing answer as of his own knowledge are true, those set forth of the information of others he believes to be true.

Sworn to in open Court
August 25th 1827.
J. D. Man Clerk

Chas Bailey

Entered. Filed 25th August 1827.

William Pray

Injunction.

3
C Johnson Charles Bailey
& Marvel Lawe

August Term 1827

This day came the parties by their attorneys, and

thereupon all & singular the matters & things arising upon said motion to dissolve the Injunction, being fully heard & understood, It is ordered adjudged & decreed by the Court here, that the Injunction in this case be dissolved & that execution issue in favor of Marvel Lawe against said

said William Peay, and John Dicks & William Rook
his security in the Injunction Bond, for the sum of Ten
hundred & twelve dollars & forty cents, the balance of
the principle & interest on said Complainant after
deducting the sum of Two hundred & forty dollars mentioned
in said Complainants Bill.

Whereupon Execution issued. (in words following)

State of Tennessee
To the Sheriff of Montgomery County Greeting.

You are hereby commanded, that of the goods & chattels
lands & tenements of William Peay, John Dicks & William
Rook, you cause to be made the sum of Ten hundred
& twelve dollars & 40 cents, which Manuel Leavelle
claim in our Circuit Court for Montgomery County re-
covered against William Peay, & on motion against John
Dicks & William Rook his security, and also the sum
of Two dollars & 75 cents which to the said Manuel Leavelle
was also adjudged for his costs by him
about his suit in that behalf expended, whereof they
are convicted as appears to us of Record, & that you
have these moneys before the Judge of our Circuit
at our next court to be holden for the County of Mont-
gomery, at the Courthouse in the town of Clarksville
on the Third Monday in February next, to render unto
the said Manuel Leavelle for his debt, damages &
costs, aforesaid, & have them & this writ. Witness
My hand & Seal of our said Court, at office the Third
Monday in August 1827. & 52nd year of Independence
of the United States

D. W. Carr Clerk

Declar'd 1st September 1827. Damages — \$612.40

Motion & Rule to dissolve 50 Legals to pay 225 \$ 2.75

D. W. Carr Clerk

Spd 11th September 1827. C. H. September 1827. This execution
came to hand & 11th September 1827. This execution
satisfied as to principle interest & costs except two hundred
& thirty dollars. The collection of which was stayed by
Bill of Injunction

To the Honorable the Judge of the 5th Judicial Circuit. Humbly complaining, your Orator William Pray by way of Supplemental Bill presents to your Honours that before the last Term of the Circuit Court for Montgomery County he filed his Bill of Injunction against Cave Johnson Manuel Leave & C. Bailey, charging Johnson with trading his & said Bailey's note to Mr Leave and making such contract with said Leave about the first of said notes as to release your Orator he being the security only of C Bailey to two Notes for \$400. as each, payable, one January 1826 & the other January 1827. Then are the notes spoken of above. Your Orator also charges said Johnson with having holden out to said Bailey as an inducement to renting said Johnson's tavern house in the town of Clarksville, for the rent of which said mentioned notes were given, that he said Johnson would decieve his board, & that of his brothers, W.B. & Joseph Johnson from said notes, your Orator also charged said Johnson with having promised, to procure said brothers W.B. & Joseph to board with said C Bailey.

Your Orator further represents that in his Bill he prayed that sd C Johnson might answer & say whether he did not at the time of making the contract, make the said promises above mentioned.

Your Orator further refers your Honours to the allegations contained in the latter part of the 4th page, and the top part of the 5th page of his original Bill. To the above charges & interrogatories said Johnson answers in the words following to wit,

That at the time of renting the said house the subject was mentioned, & this Res^d expressly refused to make any contract binding himself to board

- to board with said Bailey, or his Brothers, & therefore insisted upon security for the rent, but this Res^d told said Bailey that he would get the custom of this Res^d & probably of his brothers, as it would be the interest of this Res^d but expressly refused to make any agreement to do so longer than might suit his convenience, or convenience. Your Orator believes the above to be the substance of C Johnsons Answer, or to that part of his Bill.

Your Orator would particularly call your Honours attention to the ingenuity of sd Answer, and your Honour will see, that said Johnson has nowhere either directly, or argumentatively denied that he promised that if his brothers did board with said Bailey, that he would deduct their board, as well W B Johnsons Board, as Josephs, whom board he did deduct, In support of this fact, your Orator ~~inform~~ your Honour to C Baileys answer marked B. and prays to be taken as a part of this Bill.

Your Orator further makes an Exhibit of C Baileys Dec^t & affidavit marked C. which he also prays may be taken as a part of his supplemental Bill.

Your Orator prays that his original Bill marked A. be taken as a part of this Bill. Your Orator again states that the facts stated in his Original Bill are true, and he prays your Honour, the matters & things in this supplemental Bill being considered, your Honour will again grant him writs of Supp^a & injunction, & he also prays, and he also prays as in his original Bill and as in duty bound he will ever pray.

Allen Gal

This day Oct 25th 1827 appeared before me Dⁿ M^r Humphreys Judge of the S^t Financial Circuit for the state of Tennessee, William Peay, who makes oath that the facts contained in this Bill stated of his own knowledge are true & those stated on the information of

others he believes to be true

known to & subscribed before me
the 25th October 1827. James W. Humphreys
William Peay

State of Tennessee - Montgomery County 4th Oct 25 1827.
The Clerk of the Circuit Court for the County of Montgomery do
will upon Complainants giving bond & security according to law
issue a writ of Injunction enjoining the collection of the sum
of Two hundred & thirty dollars, in addition to the
sum already enjoined by my order on the hearing of the Bill and
answer, of the Complainant against Marvel Lane & others
according to the prayer of this Bill, the original of which this
is a supplement, James W. Humphreys Judge

pending at the Circuit Court.

Enacted. Rec'd under seal & filed 29th October 1827

Injunction

State of Tennessee
To the Sheriff of Montgomery County Greeting.
Whereas William Peay, hath obtained an order
from the honorable Parry W. Humphreys Esquire one
of the Circuit Judges in & for the State of Tennessee for
an Injunction to stop the collection of two hundred
& thirty dollars of an execution now in the hands of
the Sheriff of said County in favour of Lane John &
& Marvel Lane against said Peay. for one hundred &
twenty dollars & forty cents, or thereabouts & costs of
suit. This therefore to enjoin you from the collec-
tion of the said sum of Two hundred Thirty dollars
part of said execution until the further order of
our honorable Circuit Court for Montgomery County.
You are to make known to
our said Court on the third Monday in February
next, how you shall have executed this writ. Witness
Peter A. Hall clerk of our said Court at office
in Clarksville, this Third Monday in August 1827
& 52nd year of the Independence of the United States.

29th October 1827.
Came to hand 3 days & 10 minutes 1827
U. Ogden Esq.

Know all men by these presents, that we William
Perry & John Dicks all of the County of Montgomery
& State of Tennessee are jointly bound & indebted
to Cave Johnson, Manuel Leavelle & Charles Bailey in
the sum of four hundred & Sixty Dollars
for the true payment whereof we bind ourselves our
heirs Executors Administrators &c. Given under
our hands & seals this 29 day of October

1827. The Condition of the above obligation is
such, that whereas the above bound William
Perry has this day filed his Supplemental
Bill of Injunction, against said Leavelle & Bailey,
enjoining the collection of Two hundred
& thirty dollars, more than, or in addition to the
amt. enjoined, on hearing of Bill & answer of
original Bill, to which this is a supplement.

Now if the above bound William Perry shall
with effect prosecute this his Supplemental Bill
or in case of failure therein, shall pay costs
& discharge, such order sentence or decree, as
our Circuit Court for Montgomery County
may make in the premises, then this obligation
to be void, otherwise to remain in full force
& effect given under our hands & seals the
day & date above written.

William Perry
John Dicks

The answer of B. Johnson to the Supplemental Bill of Complaint of William Peay exhibited against her in the Circuit Court of Montgomery.

This Res^d saving & reserving &c. and for answer thereto, or so much thereof, as is deemed material, answers that the facts and allegations as stated in his former answer, are true as therein stated & he refers the Court thereto, & prays that the same may be taken as a part of this answer. This Res^d further answers that no effort was made in his first answer, to evade, answering directly & positively to any allegation contained in said Bill, & that if any part thereof remained unanswered the same was overlooked by mistake & not with any view to evade answering the same. And this Res^d now answers, to the part thereof that the Complainant complains of remaining unanswered or injuriously evaded, that he has no recollection whatever, of ever having made a promise to Charles Bailey, to give a receipt on said notes, or either of them for the use of Willie B. Johnson, or in any way, to become responsible therefor to the said Charles Bailey nor does he believe the same to be true.

This Res^d further answers, that prior to the filing the Supplemental Bill by said Peay, he is informed & believes that the said Charles Bailey & W.B. Johnson, came to settlement of their accounts, and that said Charles Bailey rec^d a note on some third person in part payment & discharge of said account, as he was bound to do, by some agreement between him & Willie B. Johnson, & also received Willie B. Johnson's notes for about the sum of seventy dollars, and executed to W.B. Johnson, a receipt in full a copy of which is hereto annexed & prayed to be taken as part of this answer, and this Res^d further answers that said Peay informed this Res^d that he had gone to the said Charles Bailey & wished this Res^d to take the same, in discharge of said Judgment.

prior to the filing said Supplemental Bill.
And this settlement this Res^d is informed & believes
took place prior to the affidavit of Charles Bailey
marked C. & annexed to said Supplemental Bill.
This Res^d answers to & prays &c. of
C Johnson

Informed to in open Court.
D W Man bks

Exhibit C. (a copy.)

Rec'd Clarksville 1st September 1827 from Wm
B. Johnson, Two hundred & ninety six dollars in
full of all charges to this date. Charles Bailey.

Ans. filed 23rd February 1828.

William Peay

February Term 1828.

C Johnson & others

Injunction

This day came the parties by
their attorneys and thereupon all singular
matters & things arising on the motion for a dissolution
of the Injunction being fully heard & understood

It is thereupon ordered, adjudged & decreed by
the Court that the Injunction obtained by Complaints
supplemental Bill, & last filed be dissolved, heretofore
granted in this case, & that an execution issue for
the balance of the Debt, against the sd William
Peay, Charles Bailey, & the security on the Injunction
last obtained.

Whereupon execution issued as follows to wit:

State of Tennessee
To the Sheriff of Montgomery County Greeting.

You are hereby commanded as heretofore, that if the
goods & Chattels lands & movables of Charles Bailey
William Peay John Dicks & William Ross in your
County, you cause to be made the sum of Ten
hundred & twelve dollars & forty cents, with in-
terest from the first of September 1827, until paid.
which Charles Bailey & others lately in our Circuit Court
for Montgomery County recovered against William
Peay

Peay, & on motion against John Dick, & William
Rook, And also the sum of Two dollars 75 Cents
which to the said Marvel Lowe in our said Court
also adjudged for his costs by him about his suit in
that behalf expended, whereof they are concerned
as appears to us of record, and that you have those
moneys before the Judge of our fifth Circuit at
our next Court to be holden for said County of Mon-
gomery, at the Court house in the town of Clarksville on
the Third Monday in August next to render to the
said Marvel Lowe, for his debt damages & costs of said
and have then & there this writ. Witness Peter H. Mann
Clerk of our said Court at Office the Third Monday
in February, 1828, 55th year of Independence of the
United States.

P. H. Mann C. C.

Endorse.

Decree 1st March 1828. for \$612.40

Interest until paid

Attorney & Rule to depose, &c.

Fragment of paper — \$2.25 \$2.75

P. H. Mann C. C.

Credit this paper with three hundred & eighty
seven dollars & Twenty cents as per Cave Johnsons
Receipt on former paper of date 16th November
1827. P. H. Mann C. C.

Paid costs in full in this paper

Given 10th March 1828. Came to hand the 29
of May 1828. Stopped by P. H. Mann C. C.
V. Orgain J. H. P.

William Peay August Term 1828.

C. Johnson
C. Bailey &
Marcel Leane This Cause is Continued
at this Term.

William Peay Adjourned Term in March
acts 1829.

C. Johnson
C. Bailey &
Marcel Leane Be it Reminded that on
this 2nd day of April 1829 at

a special Term of the Circuit Court held for the
County of Montgomery at the Courthouse in the Town
of Clarksville on the 5th Monday in March this
cause came on to be heard, on the Bill answered re-
plication & testimony, whereupon all singular
the matters & things thereon arising, being heard &
fully understood by the Court because it appears
that the Complainant, at the time of filing this
Bill, was in Equity entitled to a credit of
\$240.00, on the execution enjoined this Court
doth therefore now adjudge & decree that the
Injunction in this case be made perpetual as
to said sum of two hundred & forty dollars
and because it appears true on the testimony
of C. Crisman, that the said credit of \$240.00
have not been given, the Sheriff having been
directed, by the son acting as agent, of said
Leane not to allow said credit, but to make the
whole of said execution, This Court doth therefore
now adjudge & decree that said Marcel Leane
pay all costs in this behalf expended and that
execution issue as at law and thereupon

Defendant prays an appeal to the Supreme Court at Reynoldsburgh, in the nature of a Writ of Habeas Corpus, which is granted them on their giving bond & security agreeably to law.

C. Crisman examined as a witness before the Court stated that he is under the impression, that while the execution enjoined by the Bill was in his hands, as sheriff of Montgomery County, he thinks C. Leaver told him, that the execution was entitled to a credit of the sum of \$240, does not recollect the amount exactly, but that Samuel Leaver objected to the credit being entered, and that J. W. Leaver who was acting as the agent of M. Leaver his father, directed him to make the whole amount off of Pray.

That Washington Leaver said he was agent. Pray applied to him to have the credit entered and on being informed of his instructions from Leaver, Pray said he must file a Bill and enforce it.

We agree that this statement be read as the Deposition of Crisman.

W. B. Johnson Atty for Pray

W. H. Cook Atty for Leaver

Know all men by these presents that we C. Crisman, Johnson, Charles Bailey & Marcell Leaver Willie B. Johnson, are firmly bound & indebted to William Pray, in the penal sum of one hundred & fifty dollars, for the true payment whereof we bind ourselves our heirs Executors Administrators &c. given under our hands & seals this 2nd day of April 1829.

The condition of the above obligation is such that a Judgment was this day rendered in the Circuit Court for Montgomery County against Marcell Leaver for Costs at the suit of William Pray

Pray against said Elmer Leavelle & Charles Bailey, and whereas the said Elmer Leavelle hath prayed an appeal to the Supreme Court at Reynoldsburgh, Now if he shall well & truly prosecute his said appeal, or in case of failure therein, shall pay all such costs & damages as said Supreme Court may make in the premises then this bond to be void, otherwise to remain in full force & virtue the day & date above written.

W B Johnson

W B Johnson

Elmer Leavelle

W B Johnson

State of Tennessee
Montgomery Circuit Court

do hereby certify that the foregoing is a true transcript of the record & proceedings in the case of William Pray, against Elmer Leavelle & Charles Bailey as the same remains on record in my office. In Testimony whereof

I have hereunto set my hand and affixed my private seal, having no other official seal, this 30th day of April 1829 & 5th year of the Independence of the United States.

W M M

Bill of Costs on this case are as follows, to-wit,

Rule filing papers	25
3 Subpoenas ea $\frac{7}{6}$	3.75
3 copies of Bill ea 76 sheets of 180 words	5.25
Injunction	50
Enrolling Bill	1.75
Rule filing three answers ea $\frac{7}{6}$	.75
Enrolling Johnson answer 66 sheets of 180 words	.50
Enrolling 6 Bailey answers $2\frac{1}{2}$ copy sheets of 180 words each	6.25
2 Properts to answers	50
Enrolling Leames ans 26 sheets	50
Rule filing Amended Bill	25
Enrolling same $3\frac{1}{2}$ sheets	8.75
3 bonds & security ea $\frac{7}{6}$	3.75
6 Johnson answer to Amended Bill	.50
Propert to same	.25
2 Continuances ea 25 Cts	50
Bill Costs 125 Judgment 1.00	2.25
Motion for Appeal	.25
Transcript by copy sheet 22 sheets	5.25
State Tax 3.00 Attys fee 12.50	15.50
Off fees Johnson	1.80
	47.25

Q. Man 6th

13
William Carey

Transcript

C. Johnson

C. Bailey &

Harriet Lane

New York 1829

Seal up under seal paper
applied and sealed by
C. Johnson Esq. May 18th
1829. C. D. Martin Clerk

Appld. ascribed

No. 0

Peay
vs.

Bailey Johnson & Lavee } Appellants in Equity

Peay filed a Bill to avoid the payment of a note signed by him as security for Bailey to C. Johnson which had been assigned to Mr. Lavee upon the ground of further indulgence given to the principle without his consent & for a credit that should have been entered on the note.

The Bill is dismissed, the allegations not having been sustained by proof. But Lavee is ordered to pay the costs, because he refused to enter a credit of about \$200⁰⁰ which a receipt had been given by his attorney to C. Johnson. The refusal to give the credit was made by the son of the Defendant Lavee, who had no authority to act in the case.

The appellant insists that the decree should have been made for Peay to have paid the costs.

C. Johnson Att^y for
appellants

Back
Lower Supplement
L. 1000

3 1/2 Pm

Wm. Gray

Marvel Lowe, Lewis Johnson Appeal,
vs. C. Baylip - } In Equity.
vs. William Peay } No 15.

The Clerk & Master to whom the
transcript of the record ^{opened} in said cause were referred.

Respectfully reports that the transcript of the
record was brought up under seal according
to rule and filed in his office on the 17th
day of May 1829. being the second day of the
present Term. and that ~~cross~~ ^{brief} were
filed therein on the same day.

all which is respectfully submitted

May 21st 1829.

Jno^s Martin Clerk
L Martin S. C. Reynolds & G.

Report in No. 15.
In Equity.

May 21st 1829.

Wm Peay

Brid Cost.

Marshall Lower & Bailey
& C. Johnson

Clerk Cent appl 160 drawing Report 40-
deem 25. Enrolling deem 25-

Enrolling proceedings of Chancery
Court - Bill answers amended
Bill answers deem 16 - 6. 12 1/2-

Copy of deem sent down
to Circuit Court 25. Sifting cost 10-
40- \$9.27 1/2-

Star Inf ————— 1.00

Allen atts Inf fu ————— 12.50
\$22.37 1/2-

Clerk Circuit Court

order for appl. 25-
Transcript 5.50 3 ————— 5.75-
\$28.52 1/2-

M. Lora. Bayless & Johnson ~~Adversely~~ In Equity
Pray. The Record was not
filed until yesterday - nor from appt. -
The Defendant moves the Court to
non-suit the Plaintiff under the rules of this
Court & the Law.

for Report