~~No.~~ 36

Bill 16.

Solomon McCampbell

vs.

James Logan Jetter

9th June

1815

State of Tennessee:

To any two Justices of the Peace of Blount County Greeting

Know ye that we in confidence of your prudence and fidelity have appointed you and do hereby give unto you or any one of you full power and authority to examine all Witnesses whatsoever, as well on behalf of Solomon McCampbell complainant, as of James Logan — Defendant in a matter of controversy in our Supreme Court of Errors and Appeals depending, on their respective corporal oaths first taken before you or any one of you in due form of Law (or their affirmation if of that sect called Quakers) and that you take such their Examinations and reduce them to Writing in your own hand Writing or in the hand writing of the deponents in your presence, stating in each deposition specially as near as may be the ages of the deponents, the parties present, and the time and place of taking the same; and when you have so taken them you are to send the same without delay to the clerk and master of our said Court at Knoxville under your seal or seals distinctly enclosed and set forth together with this Writ.

Witness Thomas Emmerson clerk and master of our said Court at Office the 1st Monday of May — 1814.

Thomas Emmerson

State of Tennessee

Ded: Po:

McCampbell

To

Logan

Fr Colo 14th 1814

State of tennessee } November the 8th 1814
Blount County }

Pursuent to the annexed Commission to me directed I have this Eighth day of november at the house of William thomson in the said County the said Sollomon McCamble and James Logan mentioned in the Commision being present proceeded to take the deposition of the said Samuel ora a Witness in behalf of the said James Logan who being Lawfully Sworn deposeth and saith that he being in partnership with James Logan about a Sawmill in the years of 1803 and 1804 he delivered to Sollomon McCamble plank to the amount of Sixty Six dollers and Sixty two cents and that Said Logan paid him his part and he gave Said Logan the full account on Said McCamble and further this deponent Sayeth not this deponent is Between the years of Sixty and Seventy years of age

Samuel Ora

Sworn to and Subscribed before me a justice of the peace for Blount County the day and place first above mentioned witness my hand and Seal

Andrew Jackson Sea
justice of the peace

McCampbell
vs
McCartney
Logan
&
Tipton

Cross Bill

The Complainant McCampbell States that he sold to Defendant McCartney the Land mentioned in the bill and alluded to in Exhibit No. 1. lying in the County of Blount in the District South of French Broad and Holston that some time after the sale McCartney informed Complainant he had purchased for James Logan another of the Defendants: That Complainant was indebted to said Logan at the time for plank which he had received before the said date to be paid in a horse to a Certain Samuel one who kept a saw mill for said Logan. and that it was agreed between Logan McCartney & Complainant that the Debt due for plank should be Discounted out of the money Due for the Land so sold by Complainant. That McCartney afterwards refused to have any thing to do with discounting the price of said plank. altho' the Complainant repeatedly offered to do so. That Complainant afterwards sold a part of said Survey of Land out of which he had previously sold the part described in the agreement marked Exhibit No. 1. to ~~Jon~~ to McCartney to a Certain Jonathan Tipton being the residue of the Survey after Deducting ~~said~~ part sold to said McCartney: That at the time of surveying the Land in said District your Complainant ~~offered~~ ~~had~~ requested McCartney to have the part sold to him surveyed in his own name which was rejected by said McCartney: The Complainant also states that ~~Complainant~~ that the Surveyor refused to survey the Land in two seperate surveys but

surveyed the whole occupant claim in the name of ~~your~~ Complainant amounting to six hundred & forty acres. That it was well known to Defendants that Complainant did not set up a claim to the part sold to McCartney

That it was necessary in order to ~~know~~ comply with his contract to Tipton to assign to him the whole survey Tipton agreeing to convey to McCartney the part sold to him said McCartney. The Complainant states that Logan has obtained Judgment against him for the amount of the plaintiff. and charges a combination ~~against~~ between Defendants to Defeat him from recovering the Price of the Land against said McCartney

and concludes with praying that said Tipton may be compelled to convey to ~~you~~ Complainant the Land previously sold to McCartney that McCartney may be compelled to accept the same according to his contract and that he be decreed to accept of a credit on the Judgment of Complainant for the amount of Logans claim and that said Logan be enjoined from further proceedings at Law vs your Complainant. & General Relief

The Defendants McCartney insists that he has been Exonerated ~~by~~ from his agreement by Complainants having

taken back the Land and sold it to Lepton and putting it out of ~~the~~ his power ~~of~~ to comply with his Contract: as does also Logan another Defendant maintaining that the Contract is rescinded —

Lepton states in his answer that he purchased part of said Land not knowing the part reserved to McCartney and refers to an article in his possession: that he is ready to convey to the persons Entitled the lots they own and above what he purchased of said McCampbell on condition of his being released against any liability for the money due the State on the said lots he admits that he had notice of a sale to McCartney but denies that he had any notice of Deficiency or that McCartney was first to be satisfied —

It will be Insisted that

1st. That Lepton had notice of the Contract with McCartney and was bound to know its extent:

That Lepton must convey to Complainant:

That McCartney is not released from his agreement but must take a

lease or Complainants Judgment at Law and that Logan must be prevented from proceeding against Complainant on his Judgment or

That at least Tipton must be compelled to convey all the Lands not intended to be sold to him said Tipton to Complainant

Scott for
Mr Campbell

Mr Campbell
vs
Tipton
Logan &c

Know all men by these presents that we John McCartney Jacob Prosser, John McCartney Junr & George Hogg all of the County of Blount in the State of Tennessee are held and firmly bound unto Solomon McCampbell his heirs or assigns in the just and full sum of Seven hundred thirteen Dollars & fifty cents for the payment of which well and truly to be made we bind ourselves our heirs exrs Administrators jointly & severally firmly by these presents sealed with our seals and dated this 7th day of February 1811

The condition of the above Obligation is such that whereas the above bound John McCartney hath this day of the date of these presents prayed for and Obtained a writ of Injunction to stop the further proceedings on a Judgment Obtained in the County Court of Blount by the said Solomon against the John McCartney Junr for the sum of Three hundred fifty Eight Dollars & twenty five cents Now if the said John shall well and truly prosecute his suit with effect this day commenced by his Bill filed, or in case he fail therein well and truly pay to the said Solomon the amount of the judgment aforesaid or such part thereof from the payment of which he may not be released from the payment. together with all costs & charges that heretofore hath or hereafter may accrue thereon then the above Obligation to be void and of none effect otherwise to remain in full force and virtue

Test

Wm Cawen

John McCartney Jun^r

Jacob Prosser

John McCartney Jun^r

George Hogg

Injunction
Bond

McCampbell
vs
McCartney

State of Tennessee

To the Sheriff of Roane County Greeting

You are hereby Commanded to summon Samuel McClelland personally to be and appear before the Judges of our Supreme Court of Errors and Appeals at the Court house in Knoxville on the fourth monday of May next then and there to testify and the truth to say on behalf of Solomon McCampbell a certain matter of Controversy in our said Court Depending sitting as a Court of Equity wherein said McCampbell is Complainant and James Logan & others are respondents and theis they shall in no wise Omit under the penalty prescribed by Law and have you then there this writ

Witness Thomas Emmerson Clerk of our said Court the fourth Monday of November 1812

Thomas Emmerson by his Deputy

Jno A Gamble

Subpoena

Solomon M'Campbell

vs

James Logan &
others

Issued March 20th
to May 1813

Subpoena
Solomon M'Campbell
vs
James Logan &
others
Issued March 20th
to May 1813

The State of Tennessee,

TO THE SHERIFF OF Blount County GREETING:

You are hereby commanded to summon Josiah Polly —— personally to appear before the Judges of our Supreme Court of Errors and Appeals in the Second circuit at the court-house, in Knoxville on the 4th Monday of May next, to testify and the truth to say in a suit in Equity depending in said court between Solomon McCampbell —— complainant and James Logan & others —— Defendants for and on behalf of the complainant and this he shall not omit under the penalty prescribed by law. Witness Thomas Emmerson Clerk of our said Court at office the 4th Monday of Nov 1813.

Th: Emmerson

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Sub:

A. Campbell

to

Logan Esq

Dt. April 28: 1814

Rec.d April 29th 1814

Wm. Thornbury Jr.

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Dt.? May the 20

1814

Charles Donohoo Sheriff

The State of Tennessee,

TO THE SHERIFF OF Knox County GREETING:

You are hereby commanded to summon Cornelius Dobbins forthwith personally to appear before the Judges of our Supreme Court of Errors and Appeals in the Second circuit at the court-house, in Knoxville ~~on the~~ now ~~Monday of~~ sitting ~~next~~, to testify and the truth to say in a suit in Equity depending in said court between Solomon McCampbell — complainant and James Logan & others ——— Defendant for and on behalf of the Complainant and this he shall not omit under the penalty prescribed by law. Witness Thos Emmerson Clerk of our said Court at office the 4th Monday of Nov 1814

Thos Emmerson

McCampbell

vs

Logan Tal

Ex Nov 31st 1814

Came to hand
Nov, 27th, 1814
Jno Armstrong D.S.

Executed Nov,
27th, 1814
Jno Armstrong D.S.

The State of Tennessee,

TO THE SHERIFF OF Knox County GREETING:

You are hereby commanded to summon James Carlton personally to appear before the Judges of our Supreme Court of Errors and Appeals in the Second circuit at the court-house, in Knoxville on the 4th Monday of Nov next, to testify and the truth to say in a suit in Equity depending in said court between Solomon McCampbell — complainant and James Logan Defendant for and on behalf of the Deft and this he shall not omit under the penalty prescribed by law. Witness Thos Emmerson Clerk of our said Court at office the 4th Monday of May 1814

Th. Emmerson

Lutz
Logan
ads
M Campbell

Ind Nov 17th 1814

Came to hand the
29th of November 1814
Jno Calloway Shff

Executed Nov. 26th 1814
Jno Armstrong D.S.

The State of Tennessee,

TO THE SHERIFF OF Blount County GREETING:

You are hereby commanded to summon William Gault personally to appear before the Judges of our Supreme Court of Errors and Appeals in the Second circuit at the court-house, in Knoxville on the 4th Monday of May next, to testify and the truth to say in a suit in Equity depending in said court between Solomon McCampbell complainant and James Logan & others Defendant, for and on behalf of the Complainant and this he shall not omit under the penalty prescribed by law. Witness Th B Emmerson Clerk of our said Court at office the 4th Monday of November 1813

Th B Emmerson

41

Lib

M'Campbell

v

Logan & al

Iss. April 23, 1814

Ret. April 29th

1814 Wm. Thornbury DS

Executed

Wm. Thornbury D.S.

B. C.

State of Tennessee

To John McCarty, James Logan, & Jonathan Sifton their agents attorneys & to the Sheriff of Blount County Greetings —

Whereas It hath been represented to us upon the Supplication & oath of Solomon McCampbell. that he is injured by the Resolution & will be greatly aggrieved by the execution of a judgment lately rendered in the Circuit Court of Blount County in a suit wherein James Logan was Plaintiff & he the said Solomon & others his Securities are Defendants for the Sum of 84 Dollars & 22 cents & costs of Suit —

These are therefore to enjoin you and each of you that you and each and every of the persons before named desist from further proceedings on the judgment aforesaid until the Bill of the said Solomon be heard in our Supreme Court of Errors & appeals sitting as a Court of Equity or until further order be made thereon — Herein fail not.

Witness Thomas Emmerson Clerk & Master of our said Court the 4th Monday of May 1812 and 36th year of our Independence

Tho. Emmerson Clk. & Master by his Dept

John A. Gamble

Injunction

Solomon McCampbell

vs.

James Logan & others

Sp. 16th June 1812.
To. November 1812.

Obeyed

Hawan

— " —

Trimble

State of Tennessee

To the Sheriff of Blount County: Greeting

You are hereby commanded to summon John McCarting, James Logan and Jonathan Sipton personally to be and appear before the Judges of our Supreme Court of Errors & appeals for the second Circuit sitting as a Court of Equity at the Court house in Knoxville on the fourth Monday of November next there and then to answer a Bill in Equity exhibited against them by Solomon McCampbell and then they shall in no wise omit under the penalty prescribed by Law.

Witness Thomas Emmerson Clerk of our said Court at Office the fourth Monday of May 1812. and 36th year of our Independence.

Tho. Emmerson Clk. by his Deputy
John H. Gamble

Subpa in Equity

Solomon McCampbell

vs.

John McCartney
James Logan &
Jonathan Pipton

Ex. 16th June 1812.
To. November Term 1812.

Executed

J. Cowan Shff
" " of Ts

Trimble

Solomon McCampbell
vs
~~Sam~~ Logan Jonathan
Lipton and John McCartney

In Equity June Rule 1853.

and the said Solomon McCampbell saving and reserving to himself all manner of advantage and benefit of Exception to the Answer of the said John McCartney one of the Defendants in this Cause for Replication thereto saith that the facts as set forth in his bill of Complaint are true and that the said Answer of the said John McCartney is uncertain and Pertine and that he will maintain and prove the facts stated in his Bill as this Honorable Court may Direct and that the Charges in his said Bill are properly relievable in this Court without this that any matter in said answer not herein replied to is true and this Replicant prays as in and by his Bill he hath already prayed.

Scott Atty for
Complt

Solomon McCampbell

vs

James Logan and Jonathan Lipton

Solomon McCampbell the Complainant saving and Reserving to himself all manner of Advantage and benefit of exception to the Answers of James Logan & Jonathan Lipton two of the Defendants in this cause For Replication thereto saith that the facts as set forth in his Bill of Complaint are true and that the said Answers are uncertain deficient and that he will maintain & prove the facts stated in his Bill as this Honorable Court may Direct — and that ~~that~~ the charges of his said Bill are properly ex hibited in this Court. Without this that any matter in said Answers not before Replied to is true — And this Replicant prays as in & by his Bill he hath already prayed.

Trimble Atty.

22
Replication
McCampbell
vs
Logan Ad

The separate Answer of John McCartney Defendant to the Bill of Complaint of Solomon McCampbell Complainant, exhibited against himself and others in the Supreme Court of Errors and Appeals in Chancery:

This Defendant saving and reserving to himself now and at all times hereafter, all and all manner of benefit and advantage of exceptions to the manifold uncertainties, errors, untruths and imperfections in the Complainants said Bill of Complaint contained, for answer thereunto or unto so much thereof as He is advised is material or necessary for Him to make answer unto He answereth and saith; That about the time in the Complainants Bill mentioned this Defendant having been requested by a certain James Logan in the Complainants Bill named to endeavour to contract with said Complainant for the purchase of a piece of land which said Logan stated he wished to get of said Complainant for the purpose of erecting a Cotton Machine and that as said Complainant was indebted to Him (Logan) He was apprehensive if he applied to purchase himself said Complainant would ask him more for the land than He would another person to whom He was not indebted - This Defendant admits that in compliance with the request of said Logan, He did apply to the said Complainant for the purpose of purchasing said Land and did enter into such article of Agreement as the one mentioned and referred to in Complainants said bill, but this Defendant positively denies that the said article ever was considered or understood by him to be the only Deed of conveyance which said Complainant was to make for said Land and also denies that He ever particularly informed said Complainant that He had bought the said Land for his own use otherwise than as might have been inferred from his entering into the article of Agreement aforesaid but that shortly after the said Article of agreement had been entered into by this Defendant and said Complainant, the said Complainant was informed that the said Land had been bought for the use and on account of the said Logan and He the said Complainant then came to this Defendant and told Him that the said Logan had informed him that the said Land was purchased on his account and that He Logan was to settle with him for it and that He was perfectly

satisfied to look to Logan alone for payment as he was indebted to him and that he would exhonorate this Defendant from any liability on account of the said article of agreement – This Defendant further answering saith that said Logan did agree that the debt due from the said Complainant to him should be settled on account of the purchase of the said land, but that not long afterwards he the said Complainant informed this Defendant that he had taken the said land back from the said Logan and intended it for his son in law Greenberry Edwards and this Defendant saw the said Edwards cutting down logs on the said piece of land. This Defendant denies that he or any person for him was in possession of the said piece of land or of any part thereof. This Defendant denies that the said Complainant ever offered to give him credit for the amount of the debt which he was owing said Logan untill after this Defendant had obtained an Injunction to stay proceedings on the Judgment which the said Complainant had recovered against him on the said article of agreement at law in the County Court of Blount and not untill the day upon which the suit which said Logan had brought against said Complainant for said debt was expected to be tried and in which suit said Complainant had caused this Defendant to be summoned as a witness for him that on that day this Defendant admits said Complainant did offer to credit the said Judgment he had obtained at law against this Defendant by the amount of what he was owing Logan which this Defendant refused to accept, believing himself to have been exhonorated by said Complainant from all liability on account of his transactions for said Logan he conceived he had nothing to do with the said debt: This Defendant does not know that said Complainant ever made any other offer to discount or credit said debt with said Logan. This Defendant denies that said Complainant ever offered to have said land surveyed for him or to suffer him to have it surveyed on his own account untill long after he had agreed to absolve and acquit him from all responsibility and liability on account of the said article of agreement and not untill after said Complainant had informed this Defendant that he had taken the said land back from said Logan and not untill after there had been some disagreement between said Complainant and said Logan respecting the settlement of their differences – that he the said Complainant then offered to have said land surveyed for this Defendant or to permit him to have it done which this Defendant admits he refused to do, believing himself to have been altogether discharged from any obligation to attend to the same – This Defendant further answering saith, that he does not know what number of acres of land are contained within the limits specified in the said Article of agreement never having seen the same surveyed but

that he has been informed and verily believes that after satisfying the contract which said Complainant has entered into with Colonel Jonathan Tipton for the sale of his said land in Blount County, there will not be remaining the quantity of fifty three and three fourth Acres and twenty six poles and the most valuable part of the land which would have been contained within the limits specified by the said article of agreement is absolutely sold and conveyed to the said Tipton as will appear by reference to the bill of sale from said Complainant to said Tipton which this Defendant begs may be inspected by the Court. This Defendant does not know what agreement may have been made between said Complainant & said Tipton other than what is expressed in said bill of sale, This Defendant further an=swering saith, the said Complainant did assign and transfer the whole of his occupant claim to the said Tipton including the land alledged to have been sold to this Defendant and that the said Tipton has obtained a Grant for the same from the State of Tennes=see in his own name as assignee of said Complainant all of which will more fully appear by inspecting said Grant which this Defendant will shew unto your Honors and refers to the same as a part of this his answer. This Defendant further answering saith that the said Tipton never has made or offered to make to this Defendant any conveyance whatever for the said land alledged to have been sold by said Complainant to this Defen=dant. and moreover this Defendant has been informed and verily believes that the said Tipton claims a right to hold the most valuable part in quality of the said land alledged to have been sold to this Defendant by said Complainant, by virtue of the bill of sale and transfer and assignment above and that he has declared his determination not to convey any part of the said land to the said Logan or to this Defendant until the whole of the Instalments, that are or may become due on the same shall have been first paid and satisfied: And this Defendant denies all and all manner of combination and confederacy wherewith he stands charged in and by the said Bill of Complaint without that, that &c. All which matters and things this defendant is ready to aver and prove, as this Honorable Court shall direct and award and humbly prays to be hence dismissed, with his reasonable costs and charges in this be=half most wrongfully sustained:

John M Carty Sen^r

Blount County to wit—

Lowell Cartney Sen^r whose name is subscribed to the foregoing Ans=wer this day personally appeared before me a Justice of the peace for the afore=said county and made oath that the said Answer so far as is stated from his own knowledge is true & where stated from the information of others he believing it to be true & given under my hand this 24th day of October 1812.

Jesse Wallace (Seal)

John M. Cartney
ad's } Answer
S. M. Campbell } in Chancy

123
13
369
123
1599
17

4 44

The answer of Jonathan Tipton one of the defendants to the Bill of complaint of Solomon McCampbell complainant

This Defendant saving and reserving to himself, now and at all times hereafter, all and all manner of benefit and advantage of exception to the insufficiency, uncertainties and other imperfections and defects, to the complainants said Bill of complaint for answer thereto, or unto so much thereof, as this defendant is advised, is material, or necessary to make answer unto, he answereth and saith, that he admits he purchased, part of a tract of land in Blount county, of complainant, not however, that part that should remain, after complying with his contract to McCartney, as the complainant has most untruly alledged, but five hundred and ninety acres of the tract on which he lives, which contract is evidenced, by an article dated the 9th of October 1807 signed sealed by said McCampbell, & by which said article said complainant covenanted to warrant the same against all incumbrances the state lien excepted, for which your Orator has it is bound to pay, twenty two hundred & fifty dollars, this respondent admits that complainant assigned a Platt & certificate to him for more lands than he purchased, and that he told complainant he would set up no claim for any part thereof over and above the quantity he purchased, this respondent is advised, however, that if he should now recovery the part over and above what he purchased to complainant or McCartney, or Logan, without some indemnification, that the whole tract would still be liable to the state, for the price, and that he ought not to be obliged to convey the part over and above what he

purchased, without some sort of security that those to whom he conveys, shall duly pay such instalments as may become due on such surplus, Nor the less this defendant avers that he has never been called on to convey the surplus to any one what ever, this defendant also avers that he has always been & still is ready to convey the surplus over and above what he purchased to any one who was entitled to receive it under the conditions aforesaid, and he believes them to be perfectly reasonable, but this defendant cannot consent to part with any of the ~~[illegible]~~ 590 acres to accommodate any one, on any terms but those that might be agreeable to himself, this defendant denies that ever complainant shewed him a dividing line, designating the part sold McCarthy but admits that complainant told him he had sold a part to McCarthy and pointed to part of the tract where it lay, but never intimated to this defendant that there would be a difficulty, or that McCarthy was to be first satisfied, but on the contrary sold this respondent ~~[illegible]~~ 590 acres which he has got & hopes he will be allowed to keep except some good reason can be offered to the contrary, the balance of the tract he has no claim to nor was he ever desired or sought for by him, this respondent only had the assignment of the whole, with a view to comply with what was supposed to be fair, & with no view of gain or any unfair practice, and is willing to submit to such order as the court may direct, this respondent has no desire to promote the interest of the other defendants at the expence of the complainant

this defendant denies all and all manner of fraud & combination whereof he stands charged, without that &c & prays to be dismissed with his reasonable costs &c

Jonathan Lipston

R M Miller attorney

State of Tennessee
2nd Circuit

Jonathan Lipston personally appeared before me John H. Gamble Deputy Clerk and Master in Equity & being sworn saith that the facts set forth in the foregoing answer as of his own knowledge is true & those set forth as not of his own knowledge he believes to be true

Jonathan Lipston

Sworn to & subscribed before me this 24th day of Novr. 1812.

John H. Gamble

Jonathan Tipton Answer
to the Bill of
Lob. McCampbell

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816
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To the Honorable the judges of the Court of Errors & Appeals

The Bill of complaint of Solomon McCampbell humbly shew eth unto your Honors - that on the 6th day of January 1804. your Orator was in possession of a tract of land South of French Broad & Holston rivers in the county of Blount which he held by right of Occupancy and was entitled to a preemption therefor to the amount of five hundred and forty acres. that on said 6th of January 1804. your Orator sold to a certain John McCartney at his solicitation and request a piece or part of his said tract of land held by right of occupancy as aforesaid and your Orator and the said John McCartney entered into an article of agreement a copy of which is hereto annexed marked Exhibit No. 1 which your Orator prays may be considered as a part of this his Bill - your Orator charges that said article of agreement was considered and understood by your Orator and said John McCartney to be the only Bill of sale transfer or deed which your Orator was to make to said John for the land sold by your Orator + that said contract was only intended to transfer the right of preemption to said land. and that said John was by virtue of said contract duly authorized to take possession of said piece of land and use the same as his own and survey it in his own name. - - that the land described in said contract duly will make the quantity of fifty three and three fourth acres & twenty five poles. a plat & survey of which is hereto annexed marked Exhibit No 2 which your Orator prays may be referred to as a part of his Bill.

your Orator further charges that at the time of said sale & transfer he was ~~[illegible]~~ informed by said John and did believe

believe it was for his own use and that some time afterwards said John informed your Orator that said land was bought for a certain James Logan & that he intended to let said Logan have it. Your Orator further states that he was indebted at that time to said James Logan for some plank which he had received a considerable time before that, and which he was to have paid in a horse — to a certain Sam'l Cree who managed said Logans saw mill — and it was agreed between your Orator and said John McCartney and James Logan that the debt due from your Orator as aforesaid should be discounted out of the sum due to your Orator for said land, on said contract with said McCartney — your Orator further charges that afterwards when he offered so to discount it said John McCartney refused to do so saying he would have nothing to do with it. Your Orator further charges that at all times he was ready & willing & at different times offered to give said credit & discount said debt due for said plank which was always refused — He further states that after he had sold said part of his said tract of land to said John McCartney he sold to a certain Jonathan Tepton the residue of his said tract of land and showed him the line of division between that part sold to McCartney and the residue of said tract, and expressly excepted in said last mentioned sale the land so sold to McCartney — Your Orator further charges that at the time the surveyors were about to proceed to survey the remainder claims South of French Broad & Holston equable to land he offered to said McCartney to survey for himself the land so sold to him which he refused to do saying he would not have the same as it was only bought for the benefit of James Logan who must receive the sum and pay for it

he further states that the surveyor would not survey the tract which your Orator originally held in two different surveys for your Orator but that he must survey your Orators tract all in one unless said McCartney was willing to have said part surveyed in his name seperately and accordingly surveyed Six hundred & forty acres in your Orators name: your Orator expressly charges that he did not intend to set up any right or claim to said fifty three & 3/4 acres & 26 poles so sold to said McCartney which was known both to said James Logan and said John McCartney but that the same was included in the survey made in the name of your Orator by the Surveyor who pretended that he was not allowed by law to survey in any other way — your Orator further charges that when he sold the residue of his said tract to said Jonathan Tipton there was no law authorizing a transfer of a part of a plat & certificate of Survey or authorizing a Grant to issue for any part of a survey and in order to transfer to said Jonathan Tipton the title to that part sold to him. he was compelled to assign the entire platt so surveyed for your Orator including said fifty three & 3/4 acres & 26 poles sold to said McCartney to the said Jonathan Tipton but it was expressly understood & agreed between your Orator and said Jonathan that he was not entitled to any part of said land so sold to said McCartney but that he would reassign the same to said McCartney so soon as he was authorized so to do and that he was not to be considered as acquiring any title or having any interest in the same except so far as to the residue of said tract; a copy of which same

platt

Platt and the assignment thereon your Orator will show to your Honors & refers to the same as a part of this his Bill -

But now so it is May it please your Honors. that the said James Logan John McCartney and Jonathan Lepleve whom your Orator may may be made defendants to this Bill of complaint combining and confederating themselves together how to oppress your Orator. The said John McCartney and James Logan pretend that your Orator rescinded the contract made with said John. and that your Orator has sold and transferred to said Jonathan the same land sold to said John. and the said John under said pretense refuses to your Orator payment for said land and has filed his Bill in this Honorable court to recover a judgment to be enjoined which your Orator recovered at law for the price of said land. and the said James Logan has sued your Orator and recovered a judgment in the court of Bloount County which judgment was affirmed in the circuit court of Blount County for the sum of Eighty four dollars & 22 cents for the debt pretended to be due from your Orator for plants as aforesaid and costs of suit and which said James agreed with your Orator should be settled out of the price of said land. and now threatens to collect the same. And your Orator shews that on the trial of said cause he was unable to prove the said agreement of said James. Your Orator further charges that the said Jonathan Lepleve to aid the said devices of said John McCartney and James Logan to injure your Orator under divers pretences has failed or refused to transfer the interest which was vested in him. to that part of said

said patent & certificate of Survey which your Orator sold to said John McCartney thereby to prevent your Orator from recovering the money due to him for the price of said land. and for the purpose of enabling said John McCartney to procure a decree of this Honorable Court against the judgment recovered at law for the price of said lands, in said Bill as by him filed to which said Bill the said John now effectually to enable him to prevail against your Orator he has made the said James Logan a defendant by collusion with the said James. and which said Bill is now pending in this Honorable Court. undetermined.

All which proceedings and actings of the said James Logan John McCartney and Jonathan Lepler are contrary to Equity and good conscience and tend manifestly to the injury of your Orator; Wherefore and for as much as your Orator is remediless by the rule of the common law & can only have relief in this Honorable Court. your Orator prays your Honors. that the said James John and Jonathan may true and perfect answer make to all and singular the premises and matters herein set forth in as full and ample a manner as if they were herein particularly thereto interrogated your Orator prays your Honors that the said Jonathan Lepler be decreed to assign or to convey unto your Orator or to the said John McCartney the said Lepler

three

three ~~and~~ 3/4 acres ~~and~~ twenty six poles of land upon such terms and in such manner as your Honor may direct in order that Equity and justice be done. That the said John McCartney be decreed to accept the same in pursuance of his said contract and that he be decreed to accept a release or credit on the said judgment recovered against him by your Orator for the price of said land and that said James Logan be perpetually enjoined from proceeding at law against your Orator ~~and~~ ~~Samuel~~ Boyle ~~and~~ his securities on said judgment as recovered by said Lemen in the circuit Court of Blount County and that your Honor may grant such other and further relief as to ~~your~~ Honor may seem right and he will ever pray &c

Solomon McCampbell

State of Tennessee }
Second Circuit }

Before me Archibald Roane one of the Judges of the circuit Courts for the State aforesaid personally appeared Solomon McCampbell and made oath that the matters and things in the foregoing Bill which are stated as of his own knowledge are true and such as are not stated as of his own knowledge he believes to be true

Solomon McCampbell

Sworn to and subscribed this 6th of June 1812
Before me
Archibald Roane
Judge Circuit Courts 2d Circuit

State of Tennessee
Equity for second Circuit

To the Clerk of the Court of Errors and appeals and Court of Equity for second Circuit

a Defendants of Injunction and Subpoena issue upon the bill to the prayer of the bill on the Complainant giving security for debt and costs according to law

Archibald Roane one of the Judges of the Circuit Courts

Solomon M. Campbell

vs

James Logan John

McCartney and

Jonathan Tepline -

6 54
3
1956

26. 19 Copy sheets

Ex'd 1.

Articles of agreement made & concluded between Sallaman Mcamphle of the one part & John Mcartney of the other both of Blount County & State of Tennessee Witnesseth that the sd Mcamphle hath bargained & sold to the said Mcartney a certain quantity of land running along sd Mcartneys fence from the lower corner of his fence to the corner on Wm Adams line & then along sd Adams line to a randition In consideration of which sd Mcartney binds himself to pay sd Mcamphle three dollars per acre to be paid as follows in Cattle & hogs not exceeding eight years old or carpenter work as I need it at the common rate of works being done by workmen & the work not to be required before the first of May & then to be done as soon as it can conveniently to be done in the space of the summer if required & the last payment to be made in the space of eight months after date hereof As witness our hands & seals this Sixth day of January 1804

Test

James Lazar
Robt Shields

Sallaman Mcamphle
John Mcartney

Amount of Judgment & Costs
$358.75½

Notice to the above Land has ever been made or offered to be made to Mc Cartney or Logan but a part of the same has been sold by Mc Campbell to Jonathan Tipton

Copy of
Agreement
M Campbell
vs
M Gaffney

State of Tennessee

Know all men by these presents that We Solomon McCampbell and Greenberry Elledge and William Anderson are held & firmly bound unto James Logan John McCartney and Jonathan Tipton in the sum of five hundred Dollars, to which payment well & truly to be made and done We bind ourselves our heirs Executors & administrators - Sealed with our seals and Dated this 9th day of June 1812.

The Condition of the above Obligation is such that Whereas on the 6th day of June 1812 The said Solomon McCampbell preferred his Bill of Injunction in Equity to Archibald Roane one of the Judges of the Circuit Court of the State of Tennessee against the said Logan McCartney & Tipton - And obtained an Order on said Bill to the Clerk of the Supreme Court of Error & appeals for the second Circuit for Subpoenas as well as a writ of Injunction to stay proceedings at Law in a suit now pending to be prosecuted by said Logan against said McCampbell & upon which a Judgment had been recovered of eighty four Dollars twenty two Cents & costs of suit in the Circuit Court of Blount County - ~~to wit~~ - against said Solomon & others this January

Now if the said Injunction should be dissolved and the said Solomon McCampbell shall well and truly pay the amount thereof & costs - as well as all Costs that may contingently attend this suit if they should be decreed against him upon a final hearing of the cause then the above Obligation to be void otherwise to remain in full force & virtue.

3

Solomon McCampbell (Seal)

Green B. Edwards (Seal)

William Anderson (Seal)

McCampbell
Thos Bond
vs
Samuel Logan John
McCartney and
Jonathan Tipton

No 22

John Cartney

vs

Geo McCampbell & James Logan

| | | |
|---|---|---|
| Bond | 3 | |
| 22 Bill | 12 | |
| Logan | 20 ⅓ | |
| McC. | 12 | |
| Rep | 1½ | |
| Bond | 3 | |
| Bill | 26 | |
| Logan | 14 ¼ | |
| Tipton | 9 | |
| McCartney | 17 ½ | |
| 2 Rep | 2 | |
| | 50 | |
| | 170 ½ | |
| | 10.23 | |

Supreme Court

| | | |
|---|---|---|
| ~~Filing proceedings & transfer~~ | ~~160~~ | |
| 2 Rules | .50 | |
| 5 continuances | 1.25 | |
| ~~Subpoenas~~ | ~~~~ | |
| ~~Abs probat~~ | ~~~~ | |
| 2 Commissions | 1.00 | |
| Motion Dissolution of Injunction | .25 | |
| Recording Bill & Answer | 3.00 | |
| " Logan's answer | 5.18 | |
| " McCampbell's " | 3.00 | |
| " Replication | .37 | |
| | 16.55 | 14.55 |
| Attorney | 12.50 | 12:50 |
| | [redacted] | 43.30½ |

Blount Circuit Court

| | | |
|---|---|---|
| Tax | 2.50 | |
| Clerk | 4.85 | |
| Sheriff Cowan | 1.90½ | |
| | 16.25½ | 16 252 |

| | | |
|---|---|---|
| Tax | 2.50 | |
| Attorney | 12.50 | |
| Sheriff Cowan | 2.80 | |
| " Donoho | .25 | |
| " Thornbury | .25 | |
| " Armstrong | .50 | |
| " Thos Brown of Roane | 25 | 19:05 |
| Prn Bond &c | 1.00 | |
| Injunction | 1.50 | |
| | .75 | |
| 5 Subpoenas for Witnesses | 1.25 | |
| 3 copies of Bill | 19.36 | |
| Sect Rules | 1.50 | |

2 Rep 2
50
170 2

10.23

41
Cross Bill
Solomon McCampbell
vs
James Logan
Wm Tipton Ex
John McCartney

Judgment 98.55
Int. from Date in Coll Not.

" Armstrong — — " 50
" Thos Brown of Roan — 25 — 19:05

Prs Bond &c — — — 1.00
Injunction — — — 1.50
" 75
5 Subpoenas for Witnesses 1.25
3 copies of Bill — — — 19.56
Sec Rules — — — 1.50
5 continuances — — 1.25
1 Comm — — — .50
Aff to Tipton's ans — " 25
Motion to dissolve — — " 25
6 Wts probats — — .36
Taxing costs &c — — " 40
Recording Bill — — 6.52 — 31 51
" Logan's Answer — 3.56
" Tipton's Answer — 2.25
" McCartney's ans — 4.41
" Rep to Logan & Tipton's " 24
" Rep to McCartney's — " 24

Drawing Print Decree in this cause Ten No 22 — 5 } 12.46
Enrolling same — 12.46
Recording same — 12.46 — 54:60

Samuel McClellan — 6.16
Wm Gaiell — — — 9.40
Josiah Pally — — 6.56
James Clayton — — 1.50
Cornelius Dobbins — — 1.50 — Do — 25 12
173:58 2

Costs of both Suits — Do

357. 95
161 75
196.20

Supr Court 163.58½
Logan vs M'C. - 57.29
M'Camp. vs M'Carty 196 20
66 13.50
430 57½
98.55
529.12½

— 36 —

M'Carney
v
M'Campbell & Logan } 22

M'Campbell
v
Logan
Tiplon &
M'Carney } 11

State of Tennessee

To

Esquires Greeting —

Know ye that we in Confidence of your Prudence and fidelity have appointed you or any one of you & by these presents Do give unto you or any one of you full power and authority to examine all Witnesses whatsoever as well on the part of John M. Carty Complainant as on the part of Solomon McCampbell & James Logan Respondent or either of them in a matter of Controversy now Depending in our Supreme Court of Errors and Appeals sitting as a Court of Equity on their Corporal Oaths first taken before you or any one of you And that you Do take such their examination and Reduce them into writing with your own hand or in the hand writing of the Deponents in your presence, stating in each Deposition specially as near as may be the ages of the Deponents, the parties present the time & place of taking the Deposition — and when you shall have so taken them you are to send the same without Delay to the Clerk & Master of our said Court at Knoxville closed up under your seal or seals distinctly Certified and set forth Together with this writ — Witness Thomas Emmerson Clerk and Master of our said Court the fourth Monday of May 1812.

Thos. Emmerson by his Dep.

John A Gamble

Dcd. Po.

John McCartney

vs.

Solomon McCampbell

& James Logan.

Sp. 13th Aug.
To Nov. } 1812.

John McCartney
vs
Sollomon McCampbell
& James Logan

Court of Equity
August Term 1811

This day came the parties by their attorney and the Bill & Answer being read & heard and the Defendants motion to dissolve the bill being argued and the Court not fully advised, It is ordered that the same be continued untill next Court.

Bill of Costs

| | | | |
|---|---|---|---|
| Prosecution Bond & recording | 1 | " | 00 |
| Injunction | 1 | " | 50 |
| 12 Copy Writs | 6 | " | 00 |
| Subpoena | 1 | " | 25 |
| Filing Logans answer | " | | 25 |
| do McCampbells do | " | | 25 |
| Rules on Docket | " | | 35 |
| 1 Continuance | " | | 25 |
| Arranging papers | " | | 50 |
| Filing Replication | " | | 25 |
| Transcript | " | | 25 |
| State Tax | 11 | " | 85 |
| Sheff Cowan | 2 | " | 50 |
| | 1 | " | 90½ |

The above is a copy of the proceedings had in this cause and a bill of the costs that have accrued in the Circuit Court of Blount County

Robt Houston clk
by his Deputy Houston

22

Jno McCartney
vs
Sol McCampbell
& James Logan

Feb 1811

State of Tennessee
Blount County } Sct August Term 1811

The separate answer of James Logan to the bill of complaint exhibitted against him and Solomon McCampbell in the Circuit Court of Law and Equity of Blount County by John McCartney

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit of exception to the manifold errors uncertainty insufficiency inconsistency and uncertainties in said Bill contained for answer thereto or to so much thereof as this Defendant is advised is material or necessary for him to make answer unto he answereth and saith that he admits it to be true that the said Solomon McCampbell did recover in the County Court of Blount such Judgment and at the time stated against said Complainant as is stated in said Complainants bill

This Defendant for further answer saith that he also admits it to be true that about the time stated in said complainant bill he said Complainant did purchase the land mentioned in said bill of said Solomon McCampbell and at the price he believes paid as stated in said bill This Defendant also admits that before said purchase was made he this Defendant had some idea that said land and the water thereon would make or be an convenient site or seat for a cotton Gin to be erected on and had some idea

of purchasing from said Solomon the said piece of land for that purpose and that he this Defendant believing the said Solomon would ask a high price for said land if he was apprized of the design of this Defendant did consult the said complainant about his said complainant purchasing the said piece or parcel of land for him and that said complainant agreed so to do and this Defendant believes some time afterwards did and entered into the articles of agreement mentioned in said bill and therein exhibited with said Solomon ~~in consequence of which~~ and on which said Solomon brought his suit in the Court of law

This Defendant further states the said Solomon was at the time said purchase was made and said articles entered into indebted to this Defendant the sum of ninety eight dollars 17 cents for Plank & sawing before the time delivered for which this Defendant supposed would discharge so much of the price of said land. This Defendant for further answer states that no positive agreement was made between this Defendant and said complainant relative to the purchase of said land but merely this Defendant consulted said complainant to ascertain whether he could do so and as to the supposed value of the land

This Defendant for further answer said that he believes shortly after the said Solomon understood from report that this Defendant was probably to have the land purchased by said complainant he said Solomon called on this Defendant and asked him to rescind the contract relative to said land between this said Solomon and

the said complainant stating he wished to settle a
Bonafide land of his said Solomons on said land and
that he would pay the debt he said Solomon the owe
this Defendant to one Samuel Love a merchant of Marion
as this Defendant owed said Love about the same or a
larger amount payable in cotton or pay the Defendant
cotton which this Defendant was agreed to and
stated to said Solomon that he had contracted
with the complainant and that this Defendant could
not interfere to rescind the contract as said complainant
had not given this Defendant the benefit of said contract
by any instrument of writing or in any way after the
bargain and that this Defendant had not the
control over said agreement that he knew of
But was willing it should be rescinded so far as regarded him which he believes
said Solomon concurred was the dupe
This Defendant for further answer states the said
Solomon he believes from that period considered
the land again to belong to him and proceeded to exercise
acts of ownership over the same as though it was his own
& cut timber lay on the same or caused it to be done
This Defendant for further answer states the said Solomon
a considerable time after the conversation above mentioned
when the complainant rights were to be surveyed in the County
of Blount where said land lay and was situate surveyed
as he is advised and knows from the survey of said
Solomon the whole of the land he said Solomon had sold
and bound himself in said articles to convey to said
complainant in his own name and after obtaining
said survey actually sold a part of the land of said
land to one Jonathan Upton who purchased the land
sold to said Complainant
of said Solomon that was adjoining the said first part

and as that part of the tract of land formerly owned by
said Solomon and sold to said complainant and
the adjoining land owned by said Solomon was
surveyed in one entire tract at the direction of said
Solomon the plat and certificate of which said
Survey was afterwards assigned transferred and
set over as appears by same by said Solomon to the
said Jonathan Lipton and before the said suit at
law was instituted against said complainant
by said Solomon and as this Defendant is informed
and verily believes a part said tract sold to said compt
by said Sol.n was absolutely conveyed in fee simple
by said Sol.n to said Jon.n and as this Def.t is advised
believes the said Sol.n cannot prosecute a deed
from said Jonathan for the residue until the
said Sol.n pays the whole of the lien the state has on
said lands and inasmuch as the said Sol.n has by
his own act put out of his power to convey an
unencumbered the tract of land sold by him said Sol.n to
said compt to the extent he sold the same and doubtful
whether he can any part of the same this Def.t believes
neither he nor said compt ought to be charged with the
value of said land and as the said Sol.n considered the
said contract set aside and sold the timber from off said
land and this Def.t for further answer says he believes the
said Sol.n never would have claimed the benefit of his
contract again with said the Partners only that same
time as well as this Def.t recollects after said survey by
by said Sol.n a dispute and fight ensued between the
Greenbury Edwards the son-in-law of said Solomon &

This Defendant further States that he believes after
said Solomon had considered said land to his again
and believed the contract with said complainant was
set aside and cancelled and after said Solomon
had said land surveyed in his own name under the
Laws of the State and had sold absolutely a part
of the best of the to said Jonathan Pipton and
had assigned the plat of survey of his whole
tract to said Pipton a suit was brought by said
complainant against one Greenberry Edwards
the son in law of said Solomon by said complain
-ant for an alledged assault & Battery and
that then it was said Solomon latched up
the suit on said Articles of agreement which
had not been destroyed and that this Defendant
ought not to be charged for the misconduct of said
of said John & Solomon.

This Defendant for further answer saith he never
employed any lawyer nor never expects to employ
any under the contract about said land between
said complainant and said Solomon
that he from time the said Solomon again wanted
the land and said he would pay the sum he owed this
Defendant to said Samuel Love he expected the
land was said Solomons and never after wished
to have the same and was confirmed in the opinion
said Solomon would hold the same as though
no such contract had been made by said Solomon
surveying the same and selling part absolutely
and conveying the whole and that this Defendant
is advised said Solomon cannot force a Deed
from said Jonathan Pipton for any part of said piece of

said piece of land untill he pays the whole lien of the State of said land and then only for a part and that said Solomon has by his own voluntary act placed part of said altogether out of his power and has divested himself of the legal right to the whole of said land so that the said Solomon never can more than partially comply with his contract with said complainant as he cannot at this time make a title to any of said land to said complainant and this Defendant doubts whether said Solomon ever can for any part of the same But is certain he cannot for the whole that he sold to said complainant this Defendant states he never did agree to pay the costs of the suit said Solomon against said complainant

This Defendant insists there is no equity in said bill against this Defendant and that if said complainant had any redress or remedy against him he could have sought the same in a Court of law

This Defendant denies all fraud and combination wherewith he stands charged that there is any other matter or thing not sufficiently answered traversed confessed avoided or denied Wherefore he prays to be henceforth dismissed and to recover against said complainant his reasonable costs about his suit in this behalf most wrongfully expended

State of Tennessee
Blount County } This day personally appeared before me Robert Houston Clerk and Master of the circuit Court of Law and equity for the County aforesaid James Logan and made oath the facts set forth in the foregoing and within answer of his own knowledge are true and those not stated as of his own knowledge he believes to be true subscribed and sworn to this 7th day of August 1811

James Logan

Robt Houston Clk

Blount County
State of Tennessee William Kelly by his agent
~~William Kelly~~

157
204
5.18

1880

McCartney
vs
McCampbell
& Logan
Answer of
James Logan

To the Honorable James Trimble Judge of the Second Circuit for the State of Tennessee in Chancery Sitting: Humbly complaining sheweth unto your Honor your Orator John McCartney of Blount County That some time about the first of the year 1804 your Orator having been for a length of time before in habits of the strictest friendship & intimacy with one James Logan was solicited by him to purchase a certain piece of Land situated in the County of Blount, of one Sollomon McCamplle for the use & benefit of him the said Logan - stating as a reason for this request that the said McCamplle was indebted to him & that if he applied himself to purchase said McCamble would probably ask more of him than he would of another to whom he was not indebted - The said Logan then authorized your Orator to give as much as twenty shillings per acre for said Land in trade and promised that he the said Logan would comply with any contract thus entered into by your Orator, so as completely to indemnify & exhonorate ~~him~~ your Orator from any injury or inconvenience therefrom. Your Orator further states that actuated by motives of friendship and confidence in the integrity of said Logan alone and uninfluenced by any other consideration whatever - not having the least expectation of any benefit or interest therefrom he consented to comply with the solicitations of said Logan - ~~That he~~ accordingly applied to said McCamplle and entered into articles of agreement with him for the purchase of said Land at the price of three dollars per acre to be paid for in cattle, & horses not exceeding 8 years old or carpenters work - which agreement was made and entered into with the privity, consent and approbation of said Logan, who

was present when the same was executed and subscribed his name thereto: all of which may be more fully seen by inspecting a copy of the said articles of agreement hereto annexed and referred to and prayed to be received as a part of this Bill (the original being lost among the Records of the County Court of Blount) Your Orator further states that soon after this he informed said McCamble that he had acted in this business at the instance & request of said Logan, whom he (McCamble) was to consider as the real purchaser of said land and that he the said Logan had promised your Orator to fulfil his (your Orators) part of said agreement — immediately after this, the said McCamble applied to said Logan who confirmed what your Orator had told him and the said McCamble and Logan then agreed, as your Orator has been informed and believes, that the debt which said McCamble owed to Logan, which was some where about $114: as your Orator has been also informed, should be settled in the price of said Land and that the said McCamble would look to the said Logan alone for payment of the balance and the said McCamble then told your Orator that he (McCamble) exhonorated him from his agreement aforesaid and that he was well satisfied to look to Logan alone for the payment of the balance which might be due for said land — your Orator further states that he never had possession of the said land or any part thereof and that the said McCamble never gave him any title ~~[illegible]~~ whatever to said land other than by the articles of agreement aforesaid — but the said McCamble has since sold the same or a part thereof (as your Orator has been informed and verily believes) to One Jonathan Pipton, who your Orator believes is now in possession thereof. After all these transactions and fair promises your Orator had well hoped that he would have been unmolested on account of any agency that he might have had in the premises: But now so it is, May it please your Honor

Honor that the said Sollomon McCamble combining and confederating with the said James Logan (and others to your Orator at present unknown, but who when discovered your Orator prays may be made Defendants hereto with apt words to charge them) how to injure and oppress your Orator - The said McCamble disregarding his promises to your Orator caused a suit at law to be instituted in the County Court of Blount against your Orator on the said articles of agreement and your Orator having no sufficient defence at law, He has obtained a judgment thereon against your Orator which Judgment with the costs attending the same amounts to the sum of $358.75 c. upon which He has had an execution issued for the whole amount without allowing any credit whatever and has greatly harassed & distressed your Orator and the said James Logan although He denied your Orator to defend the said suit at law and promised to reimburse ~~him~~ any costs & expence or damages your Orator should be subjected to thereby - has nevertheless altogether refused and fails to do so. whereby your Orator has likewise been greatly injured. all ~~which actings~~ and doings of the said McCamble and Logan and their confederates and of each of them are contrary to every principle of Equity & good conscience and tend manifestly to injure and distress your Orator. In Tender consideration whereof and inasmuch as your Orator is without remedy in the premises but by the interposition of a Court of Equity where matters of this nature are most properly cognizable and relievable To the end therefore that the said Solomon McCamble and James Logan may be made Defendants

hents and may upon their respective corporal oaths full, true direct and perfect answer make according to the best of their knowledge, information and belief to all and singular the premises in as full and perfect a manner as if the same was herein repeated and they thereunto particularly interrogated and that the said Solomon McCampbell and all others concerned may be perpetually injoined from farther proceeding on the judgment and execution aforesaid against your Orator and that the said James Logan may be decreed to reimburse your Orator for all costs, expences and damages which he has incurred in consequence of his agency for him as aforesaid and that your Honor the parties being before the Court will make such other order or Decree in the premises as is consistent with equity & the rules of this Court and that your Orator may have such further & other relief in the premises as the nature of this case shall require and as to your Honor shall seem meet. May it please your Honor to grant to your Orator ~~the~~ a writ or writs of Subpoena and Injunction &c.&c.

State of Tennessee Blount County to wit,
This day the above named John McCartney appeared before me a Justice of the peace for the aforesaid County and made oath that the foregoing Bill so far as is stated from his own knowledge is true and where stated from the information of others he believes it to be true, given under my hand this 4th day of Feby. 1811.

Sworn to and acknowledged this day and date above mentioned B. B. Culley
Justice of the peace (Seal)

McCartney
vs
McCampbell et al
Bill

State of Tennessee
Second circuit

This day appeared before me James Trimble Judge of said circuit John McCartney and made oath that the facts set forth in the foregoing Bill stated of his own knowledge are true those stated not of his own knowledge but from the information of others he believes to be true

John McCartney

Sworn to before me

Jno Trimble Judge &c

To the Clerk of the circuit Court of Blount County

Let a writ of Injunction issue according to the Prayer of the Bill

Jno Trimble Judge &c

Thomas

John McCartney Compt
vs
Solomon McCampbell &
James Logan Defts

Solomon McCampbell
Complainant
vs
James Logan, John
McCartney & Jonathan
Tipton Defts

These causes coming on this day to be finally heard together on the Bills Answers Replications & proofs before the Honorable Hugh L. White & John Overton Judges of the Supreme Court of Errors & appeals in the Second Circuit of the State of Tennessee, the substance of the Complainant McCartney's Bill appeared to be that about the first of the year 1804 the said Complainant was requested by the defendant Logan to purchase a certain piece of land situate in the County of Blount of the defendant McCampbell for the use and benefit of said Logan who stated that said McCampbell was indebted to him & would therefore probably ask more from him than he would from another person to whom he was not indebted; that said Logan authorised Complainant to give as much as twenty shillings per Acre for said Land in trade and promised to comply with any Contract he might thus enter into & to indemnify him against any injury or inconvenience therefrom. That complainant solely from motives of friendship, confiding in the integrity of said Logan & having no expectation of any benefit to himself from so doing consented to comply with the

said Logans request, and accordingly applied to said McCampbell and entered into articles of agreement with him for the purchase of said land at the price of three dollars per acre to be paid in cattle & horses not exceeding 8 years old or labor on his Work - which agreement was made & entered into with the privity & consent of said Logan who was present when the same was executed & subscribed his name thereto - that soon after the execution of said agreement the complainant informed the defendant McCampbell that he had acted in the business at the instance & request of said Logan whom he McCampbell was to consider as the real purchaser of said land that immediately after this communication McCampbell applied to Logan who confirmed what complainant had stated to McCampbell - that said Logan & McCampbell then agreed as complainant has been informed & believes, that the debt due from McCampbell to Logan amounting to about the sum of $114 should be settled out of the price of said land, & that said McCampbell should look to said Logan alone for the payment of the balance, and that said McCampbell then told complainant that he was well satisfied to look to said Logan alone for the payment of the balance which might be due for said land & expressly exonerated complainant from his agreement before mentioned - that complainant never has had possession of any part of said land nor has McCampbell ever made to him any title therefor other than by the

Articles of agreement before mentioned, but that said McCampbell has as complainant has been informed & believes since sold the same or a part thereof to one Jonathan Lipham. That said McCampbell has caused a suit at Law to be instituted in the County Court of Blount against Complainant on the said Articles of agreement and has recovered a Judgment thereon for the sum of $358.75 1/3 including the costs of said suit for which execution has issued. That said Logan altho he requested complainant to defend said suit & promised to reimburse any costs expence or damages he might thereby be subjected to, has wholly failed & refused so to do — The Bill prays that the Judgment aforesaid may be perpetually enjoined that the defendant Logan may be decreed to reimburse complainant all costs expences and damages incurred by him in consequence of his agency as aforesaid and concludes with a prayer for general relief — The respondent McCampbell by his Answer states that some time in the year 1804 the complainant applied to him to purchase a part of the tract of land on which he then resided, which the respondent then supposed he wanted for his own use — that the agreement mentioned in complainants Bill was entered into by him & the respondent — admits the institution of a suit & the recovery of a Judgment as stated in complainants Bill, that at the time said contract was made the respondent had no grant for

the Land which he sold and that he did not sell to complainant any thing but his right of occupancy and preemption to the piece of Land contained in the bounds described in said article of agreement by which the complainant should have a right to survey the Land and obtain a Grant in his own name, admits that he did not transfer the Land thus sold by any other instrument of writing than by the Article of agreement before mentioned, nor did the then understand that any other transfer was necessary - The Respondent further states that in the year 1807 when he was about to survey the balance of the tract of Land of which the piece sold to complainant was a part he offered to have said part surveyed for Complainant & to give him possession thereof which the complainant refused to accept - That Respondent afterwards sold the balance of the tract on which he then resided except the part sold to complainant to a certain Jonathan Tipton but he positively denies that he sold to said Tipton any part of the Land sold to the Respondent - He admits that some time after the sale of the Land to the complainant he was informed by him that he had purchased it for the benefit of Logan or that he intended to let Logan have it - He also admits that he was indebted to Logan or a Certain Samuel Ore in the sum of $60 to be paid in a Horse for Plank procured by the Respondent at a Mill kept by said Ore & claimed by

said Logan and that said Logan agreed
to pay said Ore the Boxes which he
believes he did do. Avers that he paid
Logan $14 or 15. in part of said Sixty
Dollars due for said Plank and that
he wished to give complainant a
credit on his Article of agreement for
the debt due to Ore & paid by Logan &
that Complainant should be responsible
to Logan for the same which Complai-
-nant refused - that since that time
and before obtaining the Judgment
mentioned in the Bill Logan instituted
a suit in the County Court of Blount
against him the Respondent for the
said debt - He positively denies that
he ever agreed to exonerate the Complai-
nant from the payment for said
land - He states that he does not know
the precise terms of the agreement
between Logan & Complainant, denies
all fraud & Combination & prays, to be
dismissed with his Costs allowed him
The Respondent Logan by his Answer
admits it to be true that the deft McCampbell
did recover a Judgment
agt. complainant as stated in his Bill
that complainant did purchase the
land of McCampbell about the time
and at the price stated in the Bill
& that he then entered into the Article
of agreement mentioned in the Bill
He also admits that before said purchase

was made he the respondent had some idea that said Land & the water Course thereon would be a convenient site for a Cotton gin and had some idea of purchasing it for that purpose and that believing that said McCampbell would ask a high price for it if apprised of his design he consulted the Complainant about his the Complainants purchasing the Land for him the Respondent - that said Complainant agreed to do so, He states that at the time of making said purchase the defendant McCampbell was indebted to him the sum of $98.17 on thereabouts for plank & Scantling before that time delivered which he supposed would discharge so much of the price of said Land. He denies that any positive agreement was made between him & Complainant relative to the purchase of said Land but states that he merely consulted complainant to ascertain whether he could do so, and as to the supposed value of the Land. He believes that shortly after said McCampbell understood from report that he the Respondent was probably to have the land purchased by complainant said McCampbell applied to him to procure the Contract relative to said Land made by the said Solomon with Complainant stating that he wished to settle his son in Law on it & that he would

pay the debt which he said McCampbell then owed to this Respondent to one Samuel Love of Maryville to whom this respondent was indebted in about an equal or larger amount payable in cotton, or that he would pay to this Respondent in cotton which this respondent agreed to, and stated to said McCampbell that he had contracted with the Complainant that complainant had not by any instrument of writing or in any way transferred the benefit of said contract to this respondent and that therefore this Respondent could not interfere to rescind said contract as he did not know that he had the controul over it but stated that he was willing it should be rescinded so far as respected him which he believes said McCampbell considered as then done, and that from that time he considered the Land as his own, that said McCampbell proceeded to exercise acts of ownership over the same by cutting or causing house logs to be cut thereon. That said McCampbell a considerable time after the conversation above stated procured said Land to be surveyed in his own name and after obtaining said Survey actually sold a part of the best of said Land so sold to Complainant as aforesaid to one Jonathan Lipton. This respondent insists that as said McCampbell has conveyed a part of the Land

sold by him to Complainant to said
Lipton and cannot procure a deed
from said Lipton for the residue which
is included in the plat of Survey made
for said McCampbell & by him assigned
to said Lipton until he pays the whole
of the lien the State has on said
Land that therefore neither this Respondent
nor complainant ought to be charged
with the value of said Land —
He further states that he never engaged
nor does he ever expect to enjoy any
benefit from the Contract between
Complainant & said McCampbell about
said Land — He denies that he ever
agreed to pay the Costs of the suit brought
by McCampbell against Complainant
as well as all fraud & combination
insists complainant has no equity
& that if he is entitled to any redress
against him he should have sought
it at Law & prays to be dismissed
with Costs allowed him — —

The Substance of the Complainant
McCampbells Bill appeared to be
that on the sixth day of January
1804 he was in possession of a tract
of Land South of French broad &
Holston Rivers in the county of Blount
which he held by right of occupan
cy and was entitled to a preemption
therefor to the amount of 640
acres that on said 6th of January
1804 he sold to a Certain John

McCartney at the solicitation of said John a part of his said tract of Land held as aforesaid and together with said McCartney entered into an Article of agreement in the following Words viz: "Articles of agreement made & confirmed between Solomon McCampbell of the one part & John McCartney of the other both of Blount County & State of Tennessee Witnesseth that the said McCampbell hath bargained & sold to the said McCartney a certain quantity of Land running along said McCartneys fence from the lower corner of his fence to the corner on Wm Adams line & then along said Adams line to a condition In consideration of which said McCartney binds himself to pay said McCampbell three dollars per Acre to be paid as follows in Cattle & Horses not exceeding eight years old or Carpenters work as I need it, at the common rate of work being done by Workmen & the work not to be required before the 1st of May & then to be done as soon as it can conveniently to be done in the space of the Summer if required & the last payment to be made in the space of eight Months after date hereof As witness our Hands & Seals this sixth day of January 1804

Solomon McCampbell
John McCartney

Teste
James Logan
Robert Shields

that said Article of Agreement was considered by the parties as the only deed or transfer to be made for said Land, that said Contract was only intended to transfer the right of preemption to said land and that said John was by virtue of said Contract & sale authorised to take possession of said piece of Land to use it as his own and to survey it in his own name that the land described in said contract will make the quantity of fifty three & three fourth Acres & twenty six poles - that at the time of making the contract aforesaid Complainant was informed by said John & did believe it was for the said Johns own use, but that some time afterwards said John informed complainant that said Land was bought for a certain James Logan & that he intended to let said Logan have it - that complainant was at that time indebted to said Logan and that it was agreed by said McCartney & Logan that said debt should be discounted out of the price of said Land, but that afterward said McCartney refused to do so saying he would have nothing to do with it - that complainant has at all times been ready and has repeatedly offered to discount said debt as aforesaid but it was always refused - That ~~shortly~~ after the making the sale to McCartney as aforesaid Complainant sold the residue of his tract of land to a certain

Jonathan Lipton to whom he shewed the line of division between that part sold to McCartney and the residue of said tract and expressly excepted in said last mentioned sale the land so sold to McCartney - that at the time the surveyors were about to proceed to survey the occupant claims South of French Broad & Holston he offered to said McCartney to survey for himself the land sold to him, which said McCartney refused saying he would not have it as it was bought for the benefit of said Logan who must receive the same & pay for it - That the surveyor would not survey Complainants claim in two surveys for him but surveyed the six hundred and forty acres in one survey in Complainants name. that Complainant as was well known both to said Logan & McCartney did not intend to set up any claim to said 5.38 3/4 acre & 26 poles so sold to McCartney but that the same was included in the survey of Complainant by the surveyor who pretended he was not by law authorised to survey in any other way - That at the time Complainant sold the residue of his tract to said Lipton a part of a plat & certificate of survey could not be transferred nor could a Grant legally issue for a part of a survey and that in order to transfer to said

Lipton the title to that part sold him complainant was compelled to assign the entire plat including said 53 & 3/4 acres & 26 poles sold to said McCartney to said Lipton but it was expressly understood & agreed by said Lipton that he was not entitled to any part of said Land so sold to said McCartney but that he would reassign the same to said McCartney as soon as he was authorised so to do — That ~~said~~ the defendants combining to oppress Complainant, McCartney & Logan pretend, that the Contract with said McCartney was rescinded by Complainant and that he has sold the said Land to said Lipton — that said John McCartney refuses payment for said Land and has procured an injunction to stay proceedings on a Judgment recovered by Complainant against him for the price thereof — that ~~said~~ James Logan has recovered a Judgment against Complainant in the Court of Blount County which has been affirmed in the Circuit Court of said County, for the sum of eighty four Dollars & 22 cents the debt pretended to be due from Complainant to said Logan before mentioned and also the Costs of suit — which debt the said Logan had as before stated agreed should be settled out of the price of the Land sold to McCartney, but which agreement on the trial of the suit Complainant

was unable to prove. That said Jonathan Tipton has failed or refused to transfer the interest vested in him to that part of said plat & Certificate of Survey sold to said McCartney — The Bill concludes with praying that Tipton may be decreed to assign or convey to Complainant or to McCartney the 53 & 3/4 Acres & 26 poles of Land sold by Compt. to McCartney on such terms & in such manner as the Court may direct, that McCartney be decreed to accept the same in pursuance of his Contract, and to accept a release or Credit on the Judgment recovered by Complainant against him — that Logan be perpetually enjoined from proceeding on his Judgment against Complainant. and with a prayer for General relief —

The Respondent Logan admits the Contract between Complainant and McCartney as charged in the Bill, states that he told McCartney if he purchased the Land he the Respondent would if he got the Land pay McCartney whatever he should pay for it — denies that any offer was ever made to transfer said Land to him and insists that Complainant has put it out of his power to comply with his Contract with McCartney for the ~~manner~~ reasons stated in the Answer of this Respondent to the Bill of McCartney insists that Complainant rescinded the Contract with McCartney, and avers

that Lipton will not convey the Land sold by Complainant to McCartney until the full amount of the demands of the State are paid and prays to be dismissed with Costs allowed him —

The Respondent John McCartney admits the Contract with the Complainant as charged in the Bill denies his own stating that it was made for his own benefit avers that he acted as the agent of Logan ~~[illegible]~~ that ~~Complainant~~ informed him that he had taken back the Land & that said Complainant exonerated him from all liability on account of said Contract and agreed to look to Logan for the price of the Land insists that complainant has sold part of the Land to Lipton & that he has transferred the title to the residue to said Lipton and is thereby disabled from executing said Contract on his part — that Lipton as he is informed & believes refuses to convey any part of said Land unless the whole of the Instalments due to the State are previously paid — and prays to be dismissed with his Costs allowed him —

The Respondent Lipton admits he purchased a part of a Tract of Land in Blount County from complainant denies it was that part only of Complainant's Tract which should remain after Complainants complying with his Contract

with McCartney but insists it was five
hundred & Ninety Acres described in the
Contract between him & Complainant
which complainant warranted free from
all incumbrances the State lien excep
-ted for which Lands he has & is bound
to pay $2250 - He admits that complai
-nant assigned to him a plat & certifi
-cate of Survey for more Land than
he purchased and that he told Com
-plainant he would set up no claim
for any part thereof except the
quantity he purchased, insists that
he is advised that if he should
now reconvey the Surplus his own
land will be liable for the instal
ments due or to become due on the
part so reconveyed - insists that he
ought not to be obliged to make
such reconveyance without some
security that those to whom it may
be conveyed will pay the amount
which may be payable to the State
He avers that he has never been
called on to convey said Surplus
land to any person whatever, that
he has always been & still is ready
to convey the same to any person
entitled to it on condition of his
being indemnified as aforesaid
He denies that Complainant ever showed
him a dividing line designating the
part of the Land sold to McCartney
but admits that he told him he had

sold a part to McCartney and that he pointed to a part of the tract where it lay but never intimated to him the Respondents that there would be a deficiency or that McCartney was to be first satisfied. He denies all fraud & combination & prays to be dismissed with his costs allowed him —

The Court being satisfied from the proofs adduced by the Parties that John McCartney in making the contract for the purchase of the land from Solomon McCampbell acted as the agent of the Defendant James Logan, that after laying off the land to which the defendant Tipton is entitled there will remain only 49 & 3/4 acres of McCampbells Survey leaving a deficiency of 4 Acres & 26 poles which is admitted by the parties to be worth $4 p. Acre and the court not being satisfied from the proofs adduced that said McCampbell ever ~~agreed to~~ rescinded the contract made by him with McCartney for the sale of said land It is therefore ordered adjudged & decreed that the said James Logan be perpetually enjoined from proceeding to collect the amount of the Judgment recovered by him against said McCampbell in the Circuit Court of Blount County, mentioned in the Bill of Complainant McCampbell

that said McCampbell be perpetually enjoined from collecting the amount of the Judgment recovered by him against John McCartney in the County Court of Blount mentioned in the Bill of said McCartney, and that said McCartney & McCampbell be discharged from all liability on account of said Judgment And it is further adjudged ordered and decreed that all the right title & interest of the defendant Tipton of in and to 49 acres & 26 poles of land being that part of the tract described in the grant to him founded on the Survey made for Solomon McCampbell which is not included in the sale made by said McCampbell to said Tipton be divested and that the same be vested in the defendant James Logan who is to be responsible to said Tipton for the amount of any instalments & interest thereon which said Tipton has or may pay on account of said 49 acres & 26 poles of land And it is further adjudged ordered & decreed that the said James Logan pay to the said Solomon McCampbell $98.55 ~~257.88¼~~ being the balance of the amount of the Judgment ~~& costs~~ exclusive of costs obtained by said McCampbell against John McCartney after deducting therefrom $84.22 the amount of the Judgment recovered by said James Logan against

said McCampbell and also the further sum of $16,,65 the value of the 4 Acres & twenty six poles of Land deficient as aforesaid ~~together with interest on said sum of $25,,88½ Costs from the 1st of April last~~ ~~the Judgment obtained by said McCampbell against said John McCartney~~ and it is further ordered adjudged & decreed that ~~Solomon McCampbell~~ the said Samuel Cooper pay the Costs of the Suit at Law instituted by ~~him~~ Solomon McCampbell against John McCartney and ~~that the defendant James Cooper~~ also pay the Costs of the Suit at Law instituted by him against Solomon McCampbell ~~and also the costs of these suits and that execution issue accordingly~~ the amount of which Costs at Law are to be ascertained by the Certificates of the Clerks of the Courts in which said Judgments were recovered and also the Costs of these Suits for which said Several Sums execution may issue

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720
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960
87) 2987 (48
348
1008
348
348

McCartney
vs Decree
McCampbell

&

McCampbell
vs
Logan Tyler &
McCartney

~~616~~

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320
656

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600
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245 3600
12.47
40

State of Tennessee } Supreme Court of Errors
Second Circuit vs } & Appeals

Solomon McCampbell
vs
John McCartney
James Logan &
Jonathan Jefton } In Equity

The Seperate Answer of the said James Logan to the Bill of Complaint of the said Solomon McCampbell

This defendant now and at all times hereafter saving and reserving to himself all manner of benefit of exception to the manyfold uncertainties errors untruths and imperfections in the Complainants said Bill contained; for answer thereto or so much thereof as this defendant is advised is any wayse material he answereth and saith, That true it is said that the said Complainant and the said McCartney entered into a Contract about the purchase of a Peice of land as appears by Exhibit No 1 annexed to the said Bill and that he this defendant previously told said McCartney if he purchased the land he this defendant would pay him McCartney what he would be out in the purchase if he this defendant got the land but does not recollect of saying any thing at the time of the contract between the Complainant & McCartney relative to the debt which was then due from the Complainant to this defendant but would have been willing to discount it had he then got the land but said Complainant never offered to lay off the land to this defendant or make any kind of conveyance of it to him until after said Complainant had agreed to

rescind the original contract and ~~take~~ take back the land or until since said Complainant sold and conveyed or transferred it or a part at least of it to the said Jonathan Lipton. And this defendant states that said Complainant did agree to rescind the said original contract wanting the land as well as ~~your order~~ this defendant recollects for Greenbury Edwards the son in law of said Complainant. And this defendant believes said Complainant ~~believes said~~ considered the contract as rescinded for this defendant also believes said Complainant resumed the possessory right to the land as this defendant afterwards saw timber cut on what he supposed to be the same land and which he believes was done through the agency or permission of said Complainant, and this defendant denies that he ever was in possession of said land or exercised any occupant right thereto. These latter transactions took place in the year 1806 as well as this defendant recollects.

This defendant denies that he knows anything of said Complainant afterwards offering to give said McCartney a Credit or discount for the Debt previously due from said Complainant to this defendant until about the time he was getting a judgment for the same against said Complainant.

This defendant further states that ~~he believes that~~ it ~~will~~ appears ~~and he presumes your Honors~~ that the survey of the whole claim of said ~~Complainant~~ Complainant including the part sold to the said McCartney is 639 3/4 acres dated March 25 1807 as appears by the grant referred to in said Bill & Complaint, that the part laid off as appears by the said Exhibit No 2 is 53 3/4 acres and 26 poles ~~and~~ the part sold said Lipton is 590 acres as will appear by the written agreement made

between him and the said Complainant
dated the 9th day of October 1807 a copy of which
is herewith annexed as an Exhibit ~~or a copy thereof will~~ this defendant prays
may be taken as a part of this his answer
and from which it will appear that the said
Sale to said Lipton includes ~~4 3/4 acres~~ 4 acres
and 26 poles or thereabouts of the land laid off as by the said
Exhibit which 4 acres and 26 Poles as ~~your~~
this defendant is informed & believes is ~~of a~~
much superior in quality if not in value to
the residue of said 53 3/4 acres and that said
Lipton has declared his determination to hold
and keep the land included in said interfere
ance and also that he will not convey any
Part of said 53 3/4 acres until the full amount
of the State demands thereon be paid — This
defendant denies all and all manner of combina:
tion ~~wherewith~~ and confederacy wherewith he
stand charged in said Bill of Complaint: with=
out that, that there is any other matter or thing
in the said Bill of complaint contained that is materi=
al for this defendant to make answer to and not herein
sufficiently answered confessed or avoided traversed or
denied is true, to the knowledge and belief of this
defendant. All which matters & things this defendant is
ready to verify as this Honorable Court may award
and prays that the said Bill of Injunction may
be dissolved and that he ~~be hence dismissed~~
~~with his costs and charges most wrongfully ex=~~
~~pended~~ have the benefit of his said Judgment
at Law and that he be hence dismissed with
his costs and charges wrongfully expend
ed

James Logan

State of Tennessee } Before James Logan
Second circuit } a Justice of the peace in and
Blount County ss } for the said county personally

appeared the above named James Logan and made oath that the matters and things in the foregoing Answer which are stated as of his own knowledge are true & those not stated of his own knowledge he believes to be true

Sworn to and subscribed }
before me this 27th }
day of November 1812 } James Logan

James Park

Exhibit

I have this day bargained and sold unto Colonel Jonathan Dipton a certain tract of land containing five hundred and ninety acres bounded as follows joining the lands of William Gaught John McCartney Joseph McReynolds Robert McGill and John McAnder in the county of Blount and State of Tennessee being the tract of land whereon I now live - and do by these Presents warrant and forever defend unto the said Jonathan Dipton his heirs and assigns that the right of Occupancy which I sold him for said land is the one that will authorize him to secure the title to said land agreeable to law - Witness my hand & seal this 9th October 1807

Witness
Wm Macklin
William Dipton

Solomon McCowan (Seal)

128
14 7
3 56

McCampbell
vs
McCartney &
Logan

Logan answer

— 22 —

1702

Bill &c.

John M'Cartney

vs

Solomon M'Campbell

& James Logan

1815

The answer of Solomon McCampbell to the bill of complaint instituted against him and pending in the Court of Equity for the County of Bloount in the State of Tennessee

This Respondent saving and reserving to himself now and at all times hereafter all manner and benefit of Exception to the manifold Errors and uncertainties in the said complainants bill contained for answer thereunto or so much thereof as he is advised is material for him to answer answereth and saith that some time in the year Eighteen hundred and four the complainant applied to this Respondent to purchase a part of the tract of land on which this Respondent resided which this Respondent at that time believed the complainant wanted for his own use and the terms were agreed upon between them of the purchase and sale of the land the complainant executed to the Respondent the obligation of agreement alluded to in the complainants Bill on which this Respondent afterwards instituted a suit in the court of pleas and Quarter Sessions for the county of Blount and obtained a judgment against the complainant the amount of which with costs may be the sum stated in the complainants Bill that at the time the Respondent sold the land taken by in the said county of Blount to this Respondent had no grant for the land which he sold and did not sell to the complainant any thing but his right of occupancy and pretension to the grant of land contained in the boundary described in said obligation of agreement by which the complainant should have a right to survey the land and obtain a grant in his own name it is true that this Respondent did not transfer the land thus sold by any other instrument of writing to the complainant other than by the obligation of agreement alluded to in the complainants bill which was signed by

the complainant and this Respondent notwas
it at that time understood by this Respondent
that any other was necessary as he sold the mere
right of occupancy but this Respondent states
that some time in the year Eighteen Hundred and
Seven when he was surveying the bottome of the
tract of land of which he had sold this part to the
complainant he then offered to survey the land sold
as above to the complainant and give him possession
of the same which the complainant refused to
receive and Execute this Respondent afterwards
sold that part of the said tract of land on which
he resided to a certain Jonathan Upton and all
Except the part sold by him to the complainant
but positively denies that he sold any part of that
sold by him to the complainant to the said Jonathan

This Respondent further states that at the
time he sold the land to the complainant specified
in the agreement he had no information that
it was for the benefit of Jesse Logan but to the
contrary believed it was for the use of the
complainant from the circumstance of Logan
being present and examining the article of agreement
but that some time afterwards this Respondent
understood from the complainant that
he purchased for the benefit of Logan or that
he intended to let Logan have the land
This Respondent states that previous to the sale of
his land to the complainant he had got plank
to the amount of Sixty Dollars or there about
from a Sawmill claimed by the said Logan and also
by a certain Samuel Orr for which he had
agreed to give Orr a Horse. That after the sale
of said land to the complainant in a conversation
with the complainant in the presence of the said
Logan concerning the payment of Orr which this
Respondent wished the complainant to do
at that time the said Logan agreed to pay
on the Horse and this Respondent believes he

done so ~~the~~ this Respondent paid Logan fourteen or fifteen Dollars for ~~and~~ in pay of the said sixe ~~of~~ Dollars worth of plough leaving forty sixe Dollars due either to Logan or Oe for the plough this Respondent wished to give the complainant a credit on his or her account for the debt due to Oe paid by Logan and for him to become responsable to Logan but the complainant refused to have any thing to do with it and since that period Logan has instituted a suit in the county court of Pleasant for the said debt against this Respondent this Respondent avers that he was a guarantee to exonerate the complainant from the payment of said land or ever stated to him any such thing this Respondent was at all times willing and offered the debt of forty five Dollars which he owed to Logan for the payment of the debt to Oe to be credited to the complainant but said Logan refused to let it be done by instituting a suit against this Respondent to recover the amount of the Respondent as to the private agreement between the complainant and the said Logan this Respondent is entirely a stranger and whether Logan was to indemnify the complainant in the purchase ~~thus~~ this Respondent cannot tell this Respondent avers all and all manner of fraud or combination charged in the bill this Respondent prays that the bill may be dismissed & this Respondent go hence with his reasonable costs in this behalf most wrongfully sustained

Solomon McCampbell

McCampbell &c

Sworn to in Open Court

Rob'y Counsel Clk

Mr Carlyle
Chas Jansen
Mr Campbell

Mr Solomon McCampbell

Sir you will please to take notice that I shall proceed to take the depositions of sundry Witnesses to be read as evidence in the Supreme Court of Errors and appeals sitting as a Court of Equity in a suit therein depending in which I am Complainant and you and James Logan are Respondents on Tuesday September the first next in-suing between the hours of 8 O'Clock in the morning and Seven O'Clock in the Evening and to be continued if necessary from day to day untill the whole of their Testimony is taken at the House of Col James Scott in the County of Blount being in possession of a Commission for that purpose I am Sir

Your Most Obedient &c

Wednesday August 19th 1812

John McCurtney Senr

A Copy of
Mr Campbell
Notification

State of Tennessee

To the Sheriff of Blount County Greeting

You are hereby commanded to summon Thomas Logan of your County personally to be and appear before the Honorable the Circuit of Law & Equity to be holden for the County aforesaid at the Court House in Maryville on the first Monday in August next then there to answer the Bill of complaint exhibited against him by John McCarthy and then there to stand to abide by performe such order or decree as the Court may make thereon this you will in no wise omit

Witness, Robert Houston, Clerk & master of said Court at Office the first Monday in February 1841 & 65 Year of American Independence

Rob Houston Clk

Jno.

John McCartney

Ex

3

James Logan

No. 17th of April

To August Term

1811

~~Judgment April 1811 Abaward Ex~~

Execution on the

12th day of July 1811

Abaward Ex

John McCartney
vs
Solomon McCampbell
&
James Logan

Statement

The complainant states that about the first of the year 1804 James Logan solicited him to purchase for him a tract of land from Solomon McCampbell, & that he authorized complainant to give $3 per acre in trade, that he accordingly made the purchase at $3 per acre in trade with the full knowledge & consent of said Logan who subscribed his name as a witness to said contract, which is annexed to the Bill, that shortly after complainant informed said McCampbell that the purchase was made for Logan, & that he must consider said Logan as the real debtor, that McCampbell applied to Logan who confirmed the statement above & agreed with Logan to give him credit for about $114 which McCampbell received from Logan & agreed to look to Logan alone for the balance, & then informed complainant that he McCampbell would exonerate him from any further demands, that complainant never had possession of said land, & that he never had a written title further than the articles — that McCampbell has since sold & delivered possession of the land to Jonathan Lipton. but that notwithstanding McCampbell has brought suit on the articles recovered a judgment & threaten to take and execute

The Defendant Logan, admits the contract made with complainant & McCampbell for the land was for his benefit & that McCampbell & himself negotiated the Bargain. & that McCampbell afterwards sold & conveyed the land to Lipton or a great part of it, that it is now of his power to convey — McCampbell the other defendant admits complainant applied to him to purchase the tract of land mentioned & that he executed the articles mentioned in complainants Bill, & that he prosecuted a suit upon the articles & recovered the judgment in the complainants Bill mentioned, that he sold nothing but his right of occupancy he admits he made no conveyance, & that it was not understood that any conveyance was necessary. that some time in the year 1809 offered to convey the part sold complainant & give him possession, which complainant refused, that he sold the ballance of the tract ~~he sold~~ to Jonathan Lipton, but denies that he sold any part of the land to Lipton that had been previously sold to complainant. that when he bargained with complainant he did not know that it was intended for Logan but admits Logan was present. ~~but~~ and that some time afterwards the complainant informed him the purchase was made for Logan that before the sale he had purchased plank from a saw mill

claimed by Logan & under the superintendence of one Ore
to the amount of about sixty dollars which Logan undertook
& did pay for complainant to Ore & he insists that he has always been
& still is ready & able to convey. that after Logan paid Ore this
was still owing from him to Logan or Ore about 40. dollars
which he has always been ready to credit but that Logan
& complainant have always refused

R M Miller for
complainant

Statement

The State of Tennessee,

TO THE SHERIFF OF Knox County GREETING:

You are hereby commanded to summon James Sullivan personally to appear before the Judges of our Supreme Court of Errors and Appeals in the Second circuit at the court-house, in Knoxville on the 4th Monday of Nov next, to testify and the truth to say in a suit in Equity depending in said court between Solomon McCampbell complainant and James Logan Defendant for and on behalf of the Deft and this he shall not omit under the penalty prescribed by law. Witness Th Emmerson clerk of our said Court at office the 4th Monday of May 1814

Th Emmerson

Lut

M Campbell

v

Logan

Jd Octo 29th 1814

Mr James Logan Sir Upon will please to take notice that I shall proceed to take the depositions of sundry Witnesses to be Used as evidence in the Supreme Court of Errors and appeals Setting as a Court of Equity in a Suit thereon depending in which I am Complainant and you and Solomon McCampbell are Respondents on Tues day the first of September Next insueing between the hours of 8 O Clock in the morning and Seven O Clock in the Evening and to be Continued if necessary from day to day untill the Whole of their Testimony is taken at the House of Co. Ll James Scott in the County of Blount being in possession of Commission for that purpose I am Sir your Most

Wednesday the 19th August the 19. 1812

Obedient &c

John McCurtney Senior

A Copy of
James Logans
notification

John McCartney
vs
Solomon McCampbell
and James Logan

Replication

The Replication of John McCartney Complainant to the Answers of Solomon McCampbell and James Logan Defendants

This Repliant saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said Answers for Replication thereto saith that he will aver and prove his said Bill to be true certain and sufficient in Law to be answered unto and that the said Answers of the Defendants are untrue and insufficient to be replied unto by this Repliant without that that any other matter or thing whatsoever in the said Answers contained, material or effectual in the Law to be replied unto, confessed and avoided traversed or denied is true all which matters & things this Repliant is and will be ready to aver and prove as this Honorable Court shall direct and humbly prays as in and by his said Bill he hath already prayed —

P. M. Miller for
Comp't

McCarney

vs

McCampbell et al

from Logan or not at the time that this Conversation took place?

A. from the Conversation that took place between Mr McCampbell and Mr Logan that there had been a recant. Sworn to [redacted] the above before us the day and year above mentioned

John Wilson

Robert McCully } Justices of the peace
Wm Garett

The deposition of John McCartney Jr about the age of twenty three

James Logan and Robert Rhea came to my fathers house and they took him out to the woods and I went along with them and they shewed him a certain bounds of Land Mr Logan told My father that if he could purchase that bounds that he shewed him it would answer his purpose very well viz the Sd Logans purpose I then began to enquire what was the intention of it Mr Logan answered that the land was for his use he designd putting a Machine on it and that he expected my father could get it Chaper from McCampbell than he could next day after that upon the strength of what they had said My father entered into article with Solomon McCampbell for the above mentioned land after some time I heard my father and Salomon McCampbell in Conversation and Sd McCampbell stated to my father that he had heard what the land was intended for Mr Campbell said he had been talking to Mr Logan about it and that he had agreed to take him for the payment of the Land and that he would not look to my father for the smallest of the payment of Sd Land after some length of time Mr McCampbell came to my fathers house and he asked my father to make payment to him for Sd Land my father answered and said that he had no business with it at all since Logan assumed the

State of Tennessee Blount County, Sept 1st 1842

Agreeable to a Commission to us directed from the honorable Court of Errors and appeals to take the depositions of the undernamed W at the house of Colonel James Lea on the waters of Bakers Creek between the hours of nine and seven P.M. Do proceed to take the undernamed depositions within the appointed hours of sd day &c: The parties being both present

The Deposition of John Wilson about Thirty years of age &c

~~James Logan~~ The deponent says that he was at James Logans I heard some talk take place between Solomon McCampbell and James Logan Mr McCampbell stated to James Logan that he wanted Logan to take back a certain piece of land that I had understood ~~that~~ Mr McCartney had bought from Mr McCampbell for Logan & Rhea Logan stated that McCampbell had taken the land Back from him and he might keep it and make the best of it he could Mr McCampbell said that he had been to Love to settle a debt for Logan and that he could not settle it without paying money or Cotton and that he wanted Logan to take the land back again Logan he said ~~that~~ McCampbell had taken the land back from him and had been cutting house logs on it and that he might keep it and make the best of it he could after that some time Mr McCampbell and me were a riding together I stated to Mr McCampbell that if I was in Logans & McCartney place that I would not have much fuss about the land that the land would bring as much as they gave for it and I would sell the land and pay him what they gave for it Mr McCampbell stated that neither Logan nor McCartney should have the land untill they paid him for it

Q. Do you recollect where we were riding when that Conversation took place?

A it was at the back of Mr McKees field.

Q did you consider that I had ever taken the land back

payment for sd Land and he considered he had much
less to do with it then since he had taken back the
land from sd Logan and had cut house logs on the
land sd McCampbell answers that he had taken
back the land from sd Logan and had agreed to
pay Love forty dollars in way of payment that
Logan had made to McCampbell in the way of sd land
that he had been up to see Love and he could not
make pay that would suit Love and that he did-
not intend to have any thing to do with sd Land
sd Logan and McCampbell had agreed either of
them to sell sd Land the first opportunity they
met with and sd McCampbell said that if he
could not sell the land in the space of three or four
days that he would sue my father for the Balance
due to him in a few days afterward there was a
writ served on my father in the course of a few weeks
afterwards my father and sd Logan was together my
father observed to sd Logan that he expected to start
a in trouble and Loss on account of a writ that
was served on him by McCampbell respecting sd
Land sd Logan told my father being as McCampbell
had entered a suit against him in respect of sd
land for to carry on the suit against McCampbell
and that Logan would forfeit every thing that he had
rather than my father should sustain any damage
by it

Q do you recollect at what time the conversation took
place concerning sd McCampbell taking back the
aforesaid Land from Logan?

A I do not recollect at what time the conversation took place
but it was a few days before sd McCampbell sued my
father

Q do you know whether the land comprehend in a deed
of Colonel Jonathan Tiptons assignee of Solomon McC
ampbells contains the land Solomon McCampbell

has sued me for the price of
A. I know that that it does
Sworn to before me the day and year above written

R. R. Cully a justice of the peace
Wm Gault
Justices of the Peace

John McCartney Jur

The deposition of Robert Rhea being of the age of forty five and upwards

That James Logan mentioned to me respecting the afores'd Land that he thought it would be a good place to fix a machine and he would try to get John McCartney to buy it and that he would get me to make a Machine and we would fix it on the creek and I should go there and live and go therein equal shares I agreed to it then we went to McCartneys and Logan McCartney and my self went to look at s'd Land and we made mention to McCartney to get it as cheap as he could McCartney said he would when I got Isaiah Brown the miller get to look at the Water Brown told me the Stream was too small then I concluded I would have nothing to do with it some time after that Logan wanted McCampbell to take the land back we went to his house and mention to McCampbell if he would not take the land back McCampbell made answer and said he did not know how to pay Logan for what he owed him or else he would take the land Back there was mentioned some thing about selling the land McCampbell said he would sell it if he could but did not agree to take it back at that time

Q by McCartney did you consider that I was to have any profit in the land?

A not to my knowledge

Q by Logan} do you know whether I ever got possession of sd Land or not or did you ever know of any right that was offerd to me of that Land by either McCampbell or McCartney?

A not to my knowledge

Q by McCampbell} whether ever you knew of Mr Logans giving up sd land to me after the time you were present with Mr Logan at my house

A I never knew Logan and McCampbell talking on the subject since untill this day

Q by McCartney} did Mr Logan tell me to draw articles in my name and he would pay for the land.

A yes he did

sworn to before us the date above mentioned

R B McCully } Justices of the peace for sd County

Robt Allen

Wm Gamble

The deposition of John Norwand sd aged 52 and upwards

I was a Juror when the Suit was tried between McCampbell and McCartney in the County Court of Blount in Maryville Mr Logan was a witness for the plaintiff and in giving in his testimony he stated that Mr McCampbell had taken the land back his attorney asked him what right had he to trade the land back that McCartney had purchased from McCampbell he likewise asked Logan if McCartney was his agent he sd he did employ him to purchase the land for him and that McCartney was to receive no benefit from the purchase of the land

Q do you understand whether the land disputed for will be comprehended within Tipton's Deed A I understood so

and it was proven in Court by the Surveyor
2 by Logan } did you ever know that Either McCartney
or McCampbell made me a right to sd Land
or offerd to make me a right to sd Land
A I did not sworn to the above in
presence of us

John Norwood

R B McCully } Justices of the peace
Wm Garrett } in and for sd County

We do Certify that the parties were present
at the taking of all and every of these depositi
ons

R B McCully J P
Wm Garrett J P

Between

John McCartney Plaintiff

and

Solomon McCampbell and James Logan Defts

} In Chancery.

The Replication of John McCartney Complainant, to the Answers of Solomon McCampbell and James Logan Defendants —

This repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said Answers, for replication thereunto saith, that he will aver and prove his said Bill to be true, certain and sufficient in the law to be answered unto, and that the said answers of the said Defendants are uncertain, untrue, and insufficient to be replied unto by this repliant, without that, that ~~there is~~ any other matter or thing whatsoever in the said answers contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied is true; all which matters & things this repliant is ready will be ready to aver and prove

as this honourable Court shall direct, and humbly prays as in duty bound &c. hath already prayed, &c. Aylett Atto. for the Plff.

In Chancery

McCartney
vs
McCampbell & Logan

Replication

~~Filed 1st Monday of~~
~~April 1811~~
R. Hampton.
Clk.

July 1812. Filed

State of Tennessee

To

Esquire Greeting

Know ye that We in Confidence of your prudence and fidelity have appointed you or any one of you by these Presents Do Give unto you or any one of you full power & authority to examine all witnesses whatsoever as well on the part of John M'Martin and James Logan Complainants as on the part of Solomon M'Campbell Respondent or either of them in a Certain matter of Controversy now depending in our Superior Court of Errors & Appeals sitting as a Court of Equity on their Corporal Oaths first taken before you or any one of you and that you do take such their examination and Reduce them into writing with your own hand or in the hand writing of the Deponents in your presence stating in each Deposition specially as near as may be the ages of the Deponents, the parties present, the time & place of taking the Depositions (~~and the following reasons for taking the same if any such or could exist viz. That the Deponent does not reside within the Division or that the Deponent is about to go without the Division before the time of hearing or that such Deponent, [illegible]~~) and when you shall have so taken them you are to send the same without Delay to the Clerk & Master of our said Court at Knoxville closed up under your seal or seals distinctly Certified and set forth together with this writ —

Witness Thomas Emmerson Clerk and Master of our said Court the fourth Monday of May 1812

Tho Emmerson by his Deputy

John N. Gamble

Dec. 4 Po. 22

Logan & McCartney

vs.

Solomon McCampbell

Ap. to Aug.
To Nov. 3 1812.

Plts Attys
Pltfs
Pltfs

James Logan

vs.

Solomon McCampbell

Bill of Costs.

of Circuit Court $12.68

of County Court 57.29

69.97

State of Tennessee
Blount County

I Robert Houston, Clerk of the Circuit Court for the County aforesaid do certify the above to be the amount of costs that accrues in the Circuit County courts as per Clerks return in the above case.

Rob Houston Clk

James Logan
vs
Solomon McCampbell } Bill of Costs

| | |
|---|---|
| Clerk's Fees | 10:40 |
| Shff's Comm | 2:93½ |
| Attorney | 2:50 |
| James Culton Wit | 57:05 |
| Saml. McCollum | 1:75 |
| John McCarney | 2:00 |
| Tax | 62½ |
| | $57:29 |

The above is a bill of costs in the County Ct. of Rowan County March 27th 1845 — J. Houston Clk.

A Bill

Allen Hagan

to

Solomon McCampbell

Dr. 27th March 1815

12.68
7.25
5.43

12 68
6 25
7. 25
5 43

John McCartney vs Solomon McCambell & Logan
in Chancery —

The affidavit of John McCart=
=ney jr. of lawful age taken to be read
as evidence in the above case — This
affiant having been duly sworn
deposeth & saith — That he heard the said
Solomon McCambell tell the said John
McCartney that the sd McCampbell had made a verbal
agreement with Logan about the
purchase of ~~said~~ the land which they
the said McCartney & McCambell had
entered into a contract about & that
he was ~~willing~~ well pleased in look=
=ing to Logan for the payment
for ~~of~~ the said land & that he cleared
the said McCartney from the said con=

tract and that he would look to him for no part of the payment for the same —

John M Cartney Junr

Witness to the Signature

Geo. Morris Esq. Atty

State of Tennessee
Blount County } Second Circuit

To Solomon McCampbell, James Logan their agents attorney & counselors to the Sheriff of Blount County Greeting

Whereas it hath been represented to the Honorable James Trimble Judge of the Second Circuit of the Court of Law & Equity in and for State of Tennessee on the part of John McCartney that he is likely to be unjustly aggrieved by a Judgment and Execution obtained in the County Court of Blount by Solomon McCampbell against the said John McCartney for the sum of $358.75 or thereabouts We therefore in consideration of the premises do hereby strictly enjoin and command you that you and every of you do absolutely desist & forbear all further proceedings on the said Judgment and execution aforesaid untill the matter can be heard in our Court of Equity or untill there shall be further order made thereon.

Witness Robert Houston Clerk & master of our said Court at Office this first Monday of February 1811 & 35th year of our Independence.

R. H. Houston Clk & Master in Equity

John McCarthy
vs
Coleman McCamp
bell

Injunction

Rec.d 8th of February
1811 Filed
Argum.t

Rec.d 18th February
1811 Leave
granted all further
proceedings agreeable
to the 4th Rule order
N Lawrence
Off

Solomon M. Campbell
vs
John McCartney

Bill of costs

| | |
|---|---|
| Tax | 62½ |
| Clerk's fees | 12.64 |
| Sheriff's Cover | 4.77 |
| Attorney | 2.50 |
| James Pauly | 1.00 |
| Robt McGill | 11.50 |
| Josiah Patty | 5.50 |
| Joseph Weir | 15.00 |
| Cornelius Dobbins | 7.83½ |
| John Gould | 11.50 |
| Wm Vantt | 16.00 |
| John Kennedy | 13.00 |
| James Beaty | 15.50 |
| Greenberry Edwards | 27.75 |
| Wm M Campbell | 14.50 |
| John Wilson | 14.08⅓ |
| William Shord | 15.00 |
| Aggregate | $188.70⅓ |

State of Tennessee
Blount County } I James Houston clerk of the court of pleas and quarter sessions for the county of Blount, do certify the above to be the amount of costs in the above named suit.

Witness James Houston clerk of said court at office the 29th day of December 1814.

J. Houston clerk
By his Dep. Jesse Beard

A Bill of Costs

Solomon M Campbell

vs

John M Cartney