

Agnes Shelton et als

as

John W. Pope et als

In Chancery at Clarksville

-ville-

The parties agree that on the day of the purchase of the property, Pope paid down Eight hundred Dollars - and a few days afterwards paid two hundred & twenty more, the latter payment made before the commencement of this suit.

Henry & Shackelford
for Complainants

Bailey for defendants

To the Honorable Jerry W. Cahal Chancellor
for the middle division of the State of Tennessee
sitting at Clarksville -

Humbly complaining your
Orators Agnes Shelton, Ellen I. Shelton, Marietta
Minerva Shelton & Eliza Lyceas Shelton, the first
Agnes Shelton, a married woman, and the last three
her children and under the age of 21 years, all of whom
swear by their next friend Joseph Shelton - would represent
to your Honor that they are Citizens of Bigg County Ky -
and that on the 15th of May 1844 Edward Bradshaw
also a Citizen of Christian County Ky executed a bill
of sale to William Shelton as Trustee for Agnes Shelton
and her three children, Ellen Jane Shelton, Marietta
Minerva Shelton & Eliza Lyceas Shelton, for a negro
woman named Flora, and all her increase from that
time to wit the 15th of May 1844, signed & sealed by the
Bradshaw, and said Bradshaw delivered the said bill of sale
to the said William Shelton as Trustee as aforesaid, which
is now now to the Court pleaded & prayed to be taken as
part of this Bill marked (A) - They state from ^{the date of} the bill
of sale, the negroes went into their possession, and so
continued very recently as will be shown -

They further state their Father William Shelton
as they learn was indebted to Kinkeas and Gant merchants
of Hopkinsville some four or five hundred Dollars, for which
one Gamaliel Corbin was surety, and that Execution on said

to the said ~~William~~ Shelton as ~~husband~~ as ~~agent~~, which
is now now to the Court pleaded & prayed to be taken as
part of this Bill marked (A) — They state from ^{the date of} the bill
of Sale, the negroes went into their possession, and so
continued very recently as will be shown —

They further state their Father William Shelton
as they learn was indebted to Kinkead and Gant Merchants
of Hopkinsville some four or five hundred Dollars, for which
one Gamaliel Corbin was surety, and that Execution on said
debt, was levied by the agency of Corbin, on the negro
woman Flora named in the bill of Sale and her three
Children, Charlotte, Thomas & Lemima, as the property
of the said William Shelton. By some persuasion from
the said Corbin now Oratrix, Agnes Shelton was indu-
ced, to join her husband William Shelton, in a bill of
Sale of the said negroes to the said Corbin on condition
as they believed that he would satisfy the execution in
favour of Gant and Kincaid, improperly levied on the
negroes aforesaid, as the property of the said William Shelton.

They understood this transaction took place some few days
ago; whereupon the said Corbin and William Shelton brought
the negro woman Flora and her three Children, before them
to this State, and said Corbin sold them to one John Pope
for one thousand and two Dollars in Trust for Rebecca Pope
John S. Pope, James S. Pope, Green S. Pope & Mary and a
Rebecca Pope by bill of Sale dated on the 13th of November
1850, and which is Registered in the registers office of

Montgomery County Tennessee — They state the negroes
are now in the possession of John Pope as Trustee as aforesaid
and are in the County of Montgomery — They state the
negroes rightfully belong to them, and that they were never
at any time liable for the payments of the debts of William
Shelton —

Now Orator Agnes states that she was in-
duced by persuasion to join her husband in the bill of Sale
in ignorance of her rights, and being a married wo-
man, she is advised the property did not pass under
the Bill of Sale, as there was no privity or animation had
when the bill was executed — The infant Complainants
state by their next friends that their rights cannot be
prejudiced by any thing that was done in the premises

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They state that Trustee William Shelton joined in the bill of sale of said property to Corbin, and by that act is concluded, and cannot and will not sue— They state, they fear and believe the said negroes will be run beyond the State & the jurisdiction of this Court, and defeat their recovery— In consideration whereof, and in as much as they are without remedy, by the strict rules of the common law, and only relievable in a Court of Chancery, where matters of this kind, are cognizable— To this end therefore that justice may be done, they pray that the said William Shelton a Citizen of Trigg County Kentucky and John Pope the Trustee of Rebecca Pope, John L. Pope, James S. Pope, Green S. Pope and Margaretta Pope, be made defendants to this bill, and that all proper process issue, and that they true and perfect answers make to the foregoing Bill, on their Corporal oaths— The said Rebecca Pope is the wife of the said John Pope the Trustee and the John L. Pope, James S. Pope, Green S. & Margaretta, are their children and are infants under the age of 21 years, and have no legal Guardian as they are informed, and believe, they pray that Guardian ad litem be appointed to answer for them to this Bill

For fear that said negroes may be removed by some one beyond the jurisdiction of the Court, so as to defeat the objects of this suit, the recovery of the negroes aforesaid, they pray the Court to grant them the States most gracious writ of Injunction, and that the said John Pope the Trustee, be restrained from selling said negroes, or taking them beyond the jurisdiction of this Court, and that he shall have them forthcoming to answer and abide by any decree, the Honorable Court may make in the premises— And on a final hearing of this Cause, they pray the Bill of Sale from William Shelton, and your Oratrix Agnes Shelton to Gamaliel Corbin be set aside and cancelled and that the said bill of Sale from Gamaliel Corbin to the said John Pope as Trustee as aforesaid for Rebecca Pope, John L. Pope, James S. Pope, Green S. Pope and Margaretta Rebecca Pope be set aside and cancelled

Court may make in the premises — And on a final hearing of this cause, they pray the Bill of Sale from William Shelton, and your Oratrix Agnes Shelton to Gamaliel Corbin be set aside and cancelled and that the said bill of Sale from Gamaliel Corbin to the said John Pope as Trustee as aforesaid for Reuben Pope, John L. Pope, James S. Pope, Green S. Pope and Margaritta Poppe & Co Pope be set aside and cancelled and the property to wit Florida, Charlotte, Thomas & Jermina, the last the Children and increase of Florida since the date of the Bill of Sale of Bradshaw to wit on the 15th day of May 1844, be restored to your Complainants, with all proper hire for the time they may be detained — They further state to your Honor, that they are indigent persons, having no other property than that named in this suit, that one of them is a married woman, and the other three are her children, all under the age of 21 years, that their Cause of action is just as they verily believe, and by reason of their poverty they are not able to give security for the prosecution of this suit, They pray for all general and equitable relief, as in duty bound they will ever pray

Henry & Shackelford
for Compt^s

Personally appeared before me Philander Priestley Joseph S. Shelton, the next friend of Agnes Shelton Ellen Jane Shelton, Marietta M. Shelton & Eliza Lyceus Shelton & make oath that the matters and things contained in the foregoing bill are true so far as stated on his own knowledge, and so far as stated on the information of others, he believes them to be true — He further states that the Complainants as well as himself, are Citizens of the State of Kentucky, and that the Cause of action in this suit, are true and just and by reason of their poverty they are not able to give security for the prosecution of this suit

Sworn to before me the 25th
Nov 1850 P. Priestley J. P.

J. S. Shelton

To the Clerk and Master of the Chancery Court at

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Clarksville

On Complainants entering into bond & Security, as the law directs, or taking the oath as paupers as the Statute directs, let an injunction issue as prayed for by the Bill.

M. A. Martin

Judges.

J. Joseph J. Shelton, the next Friend of the Complainants, in the foregoing bill, do solemnly swear that I am unable, by reason of my poverty, and that the Complainants by reason of their poverty, and owing to it are not able to bear the expenses of this suit, and that they are justly entitled to recover; as he believes from the defendants, as stated and set forth in the bill, now about to be filed — So help me God —

Sworn to before me 25th

J. S. Shelton

Nov. 1857

P. Priestly C. H. W.

Bill of Sale Know all men by these presents that I Edward Bradshaw of E. Bradshaw of the County of Christian of the State of Kentucky for and to J. M. Ruses married in consideration of the sum of five hundred dollars to (B) Ex. me in hand paid have this day sold to James M. Ruses in the bill of the County of Trigg and State aforesaid two negro Boys named Presley and Rumb and doth warrant in the bill the same to be sound in body and mind and also Deposition doth warrant and defend the right and title to should have been the same from all and every person whatsoever copied with the deposition — Whereunto I have this day set my hand and seal May the 15th 1844

Attest — William Shelton — Edward Bradshaw (Seal)

Answer of
Wm. Shelton
to bill filed

This Respondent saving & reserving to himself all the benefit of Exceptions &c for answer unto so much as is material for him.

Answer of
Wm Shulton
to bill filed
by Agnes Shul-
ton & others
as
John Pope
and others

This Respondent saving & reserving to himself all the benefit of Exceptions to for answer unto so much as is material for him.

Says It is true on the 15th of May 1844, Ed. Bradshaw, executed the bill of sale to the slaves in controversy with the increase of Flora from that time, and they were delivered to him as the Trustee of the Complainants, and he held them as Trustee for his wife and children, until the 8th of November 1850 about that time one Gamaliel Corbin, who had the control of a judgment, rendered in favour of Kinkead and Gant on the 5th day of April 1843 against Respondent, came to the house of Respondent, with the Sheriff and had the negroes lived upon as the property of Respondent. Respondent insisted that the negroes were not his, nor liable for his debts, and of this the said Corbin had ^{full} notice, as he lived in the neighbourhood, and knew the Character of Respondent holding.

He was about to take off the negroes, and the wife of Respondent fearing the negroes would be taken off and unprovided, and being ignorant of her rights. She did a deed with the said Corbin, that she would join with her husband, and make a conveyance of the slaves to him, and he was to pay her the balance after paying the Kinkead & Gant debt, and they did execute the bill of sale to the said slaves to the said Corbin on or about the 8 day of Nov. 1850.

Corbin made the proposition to the wife ^{of Respondent}, that if she would make a bill of sale, he would pay her all over after paying the judgment, without the knowledge of Respondent; he represented to her, that the negroes would be sold, that she would lose them, and induced her to consent to the execution of the conveyance, no

privity examination was taken. Corbin brought the negroes to Tennessee, and sold them to defendant Pope as charged.

Respondent will now state the circumstances under which the negroes were first sold, and Bradshaw became the purchaser. Respondent had become much involved, and many judgments were rendered against him; the negro woman Flora and her children were lived upon to satisfy an execution in favour of Wilson and some others against Respondent, and the Sheriff agreed to sell the slaves at the house of Respondent, on the day of sale several persons were present, and by agreement with the Plaintiff and Sheriff the negroes were sold together, the parties not willing to separate them as the children were young — There was no agreement of any kind between Respondent and Bradshaw before the sale — that the negroes should be sold at Respondent's house, no understanding or agreement was made between Respondent & Bradshaw, relative to the slaves in any way previous to the sale — Bradshaw bought them — After sale Respondent said to Bradshaw, that his family would like to have the benefit of whatever sum the slaves would bring, after paying the purchase money, his debt and interest — Bradshaw said all he wanted was his money and interest, but no agreement was made — and Bradshaw hired out the negroes to one Jonathan Elliott — there was no understanding or agreement between Respondent & Bradshaw

Respondent was very much embarrassed in his circumstances from 1842 to 1843 — he never did after the sale by the Sheriff in 1844, claim any ownership of the slaves in controversy other than as Trustee of his wife and children; they were known and recognized as the property of the Complainants in the neighbourhood, and the holding of the slaves was for the Complainants and not for himself, and from the

Execution of the bill of sale in 1844 up to the sale to Corbin, they remained in the possession of the wife and

of the Slaves in Controversy other than as Trustees of his wife and Children; they were known and recognized as the property of the Complainants in the neighbourhood, and the holding of the slaves was for the Complainants and not for himself, and from the Execution of the bill of sale in 1844 up to the sale to Corbin, they remained in the possession of the wife and Children of the Respondents who resided with them - he denies all fraud and having fully answered her prayers to be dispensed

William Shelton

State of Tennessee }
Montgomery County } This day personally appeared before me
P. Priestly Clerk and Master of the
Chancery Court at Clarksville, William Shelton who made
oath, that the statements contained in this his answer
to the bill of Agnes Shelton and others against John M
Popw and others, so far as stated of his own knowledge
are true, and those stated on the information of others
he believes to be true

Sworn to and subscribed

before me the 5th of April 1857

William Shelton

P. Priestly C & M.

Ans. of J. M.
Popw & wife
Rebecca to
the bill of
Agnes Shelton
and others

The Respondents saving to themselves
the benefit of all exceptions to said bill, for answer
thereunto, or so much thereof as they are advised it is
material for them to answer - Show that the said Complain-
ants did not acquire title to said slaves by the bill of
sale set out and referred to in the bill - The Respondents
will here state, that the facts in regard to the title accord-
ing to the best information they can obtain.

In the year 1843. William Shelton residing
in the State of Kentucky, being greatly embarrassed in his
circumstances; in fact insolvent and unable to pay
his debts, was possessed and the owner of the Slaves Fanny
and her Children then in number; some of the Creditors
of Shelton had obtained judgment against him, execu-
tions having been sent out on said judgments were

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lives on said slaves which were advertised to be sold at the Court house in Cadiz, Trigg County Kentucky, the day being one on which by law the Court would be holden at said Court house — The said Edward Bradshaw being a friend of the said Shelton, it was agreed between them, that the sale should be so conducted that the slaves should be sold for a small sum of money that Bradshaw should buy them and recover them to Shelton at some future day, upon the payment of the money; the object and intent of the parties, being to hinder delay and defraud the creditors of said Shelton in the collection of their debts —

In pursuance of the agreement the said Shelton and Bradshaw influenced the officer, who had lives upon the slaves, to postpone the day of sale, and to sell them at the house of Shelton, in the Country twelve miles distant from Cadiz. — Bradshaw attended the sale in the Country, the slaves were put up altogether and sold to Bradshaw for four hundred and seventy five Dollars — Now respondents state by the management and intrigues of said Shelton and Bradshaw very few persons were present at the sale; the object of the parties being to have the slaves sold for as small a price as possible, with the view of furthering the object aforesaid — Respondents state they have been informed, and so charge the fact to be, that by the laws of Kentucky, within which state the sale took place it was the duty of the Sheriff, to sell each of said slaves separately, and not to put them all together they further state, that said slaves were worth at the time eleven hundred dollars —

They further answering say, that said slaves were left by said Bradshaw in the possession of Shelton where they remained for several months, when said Shelton sold them ^{all} to one Roscoe for the sum of Eleven hundred dollars, and delivered them to Roscoe, & subsequently becoming dissatisfied, and desiring to get the woman Flora and her youngest child back Roscoe rescinded the contract, as to the woman & child

was shown him ~~one~~ hundred dollars —

They further answering say, that said slaves were left by said Bradshaw in the possession of Shelton where they remained for several months, when said Shelton sold them ^{as} to one Roscoe for the sum of Eleven hundred dollars, and delivered them to Roscoe, & subsequently becoming dissatisfied, and desiring to get the woman Flora and her youngest child back Roscoe rescinded the contract, as to the woman & child and paid five hundred dollars for the two which he kept, all this was done in the absence of Bradshaw and without his knowledge, but was in pursuance of the agreement before made between him & Shelton —

Bradshaw had received the money bid by him for the slaves, and being applied to ~~to~~ executed the bill of sale exhibited by Complainants —

Now Respondents state that the slaves remained in the possession of said William Shelton from the time the sale was made by the officer up to the time when Corbin purchased, with the exception of a few days when Roscoe had them; that said Shelton claimed said slaves as his own property; held them for himself and not for others; exercised acts of ownership over them; and was regarded as the undisputed owner the said slaves were never listed in the tax book as the property of the Complainants, but was for the years 1847 and 1848 and perhaps longer listed as the property of Shelton —

By the laws of Kentucky the bill of sale exhibited by Plaintiffs was required to be registered and Respondent here states it was not registered and by the law aforesaid was and is absolutely void and of no effect whatever, conferring no right or interest to said slaves upon the Plaintiffs —

Respondents state that the whole case shows that the object of said Shelton was to defraud his Creditors, that he retained possession of said slaves and although the Complainants may contend, that their title is perfected by the statute of limitations yet the possession of Plaintiffs was not open & notorious & adverse (if indeed they ever had possession) that it was concealed & fraudulent — that Corbin was a creditor

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of said Shelton, he was ignorant of the fraud and fact, before set out, and by the laws of Kentucky such possession cannot confer a title upon the plaintiffs at least the statutes of limitations did not commence running against Corbin until he discovered the fraud; and that was not until after the bill in this case was filed.

Respondents state that said Woman gave birth to two ^{or three} children after the sale made to Bradshaw aforesaid. which with the woman came into possession of Respondents in manner as follows — Kincaid and Gant recovered a judgment in the state of Kentucky against Shelton which was assigned to & became the property of one Gamaliel Corbin, when this judgment was rendered, Respondent does not know but will show the time to the court and if obtained within five years, before the sale made to Corbin Respondents insist the bill must be dismissed, because by the laws of Kentucky, the statute of limitations to bar action to recover slaves is five years, and not three years as in this state. Execution was sent out upon a judgment, and lived on the slaves now in Respondents possession, they were advertised ^{for sale} under these circumstances, and well knowing that Corbin has a right to subject said slaves to the payment of ^{his} debt to the said Shelton and his ^{with a view} wife, to prevent them from being sacrificed, agreed to convey said slaves to Corbin who was to sell them for the best price he could obtain, pay his judgment and pay the remainder over to the parties.

A Bill of sale was accordingly executed to him by the parties, he brought the slaves to this state and sold them to defendants for the sum of two hundred dollars and executed a bill of sale which has been registered in this County.

Defendants at the time of the purchase paid down eight hundred dollars in Cash, in about two days thereafter they paid two hundred & twenty dollars more and executed a note for the remainder.

All these sums were bona fide paid, and the purchase was made in good faith, and Respondents did not

dollars and executed a bill of sale which has been registered in this County.

Defendants at the time of the purchase paid down eight hundred Dollars in Cash, in about two days thereafter they paid two hundred & twenty Dollars more and executed a note for the remainder.

All these sums were bona fide paid, and the purchase was made in good faith, and Respondents did not know until after the purchase and payment aforesaid that Complainants had any claim upon or interest in said slaves, nor indeed had they ever heard of the fact, or of any circumstances calculated to put them upon inquiry — They therefore claim that they were bona fide purchasers for a valuable consideration without notice of Complainants title, and entitled to the protection of this Court — So far as regards the interest of Agnes Shelton, Respondents claim that they have the legal as the equitable title — And now having answered they pray to be dismissed with costs.

Robt & Bailey

State of Tennessee }
Montgomery County }

This day personally appeared before me George W. Leigh an acting justice of the peace for said County John W. Pope & Rebecca Pope his wife, and made oath that the matters and things set forth, in the foregoing answer, are true to the best of their knowledge information and belief.

Sworn to and subscribed

John W. Pope

Rebecca Pope

before me 16th April 1851

G. W. Leigh J. P.

Ans^r of J. T.
Pope, J. S. Pope
G. J. Pope by
Jno. W. Pope
Guardian
ad litem

Respondents reserving the benefit of all exceptions to said bill for answer, say that the answer of John W. Pope now on file in this cause, exhibits the true facts in regard to complainants claim and their title & they hereby adopt said answer for themselves, they further state Corbin was in possession at the time they bought Sworn to before me 28.

Robt & Bailey Sol^s for
May 1852 J. S. Munfords Com. John W. Pope Guard. ad litem

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Defendants
Proof
A. S. Dabney's
Deposition

Question by Defendant. Please state whether you are or not the Clerk of the County Court for Trigg County, and if so whether the tax books for Trigg County are not in your Custody. State whether you have examined the tax list as given in by William Shelton, in his individual Capacity, from the year 1844 to 1850, and whether said Shelton listed any slaves for taxation, in either of those years in his own right, and if so specify the years, and the description of the slaves— Please state whether you have examined the tax books for the years from 1844 to 1849, and if so say whether any slaves were listed as belonging to Mrs Agnes Shelton and Children, in any or either of those years—

Answer

I am Clerk of the Trigg County Court— I have the Custody of the tax books of said County— I have examined the tax books of the district of said County in which William Shelton resides, for the years 1844, 1845, 1846, 1847, 1848, 1849 & 1850 and find property listed by William Shelton in his individual Capacity, for all of those years, as specified in a certificate hereto attached, dated on the 26th day of September 1857 signed by myself, with the seal of the Court thereon, and the Certificate of the County Judge of Trigg County, added thereto, marked in my hand writing. (D) and I further state that there are no slaves listed on said Books for taxation during the years from 1844 to 1849 inclusive by Mrs Agnes Shelton or any person for her or her Children— And further this deponent saith not
A. S. Dabney

Deposition
of J. M. Raper
Df's proof

Question by Defendant— Do you or not know whether the Sheriff of Trigg County, ever sold the negro woman Flora & Children, to satisfy an execution against William Shelton, and if so about what year did the sale take place, and who bought them at the Sheriff's sale.

Answer

I know only what I heard about it— I heard they were sold by Mr. Thomas and bought by Mr. Edward Bradshaw— I do not know what time the sale took

of J. M. Rices whether the Sheriff of Trigg County, ever sold the
said proof negro woman Flora & Children, to satisfy an ex-
-cution against William Shelton, and if so about
what year did the sale take place, and who bought
them at the Sheriff's sale.

Answer I know only what I heard about it - I heard they
were sold by W. Thomas and bought by W. Edwards
Bradshaw - I do not know what time the sale took
place, but would judge it was about the year 1842 or
1843 or it might have been sooner.

By same Did you or not afterwards purchase Flora and her
Children, and if so, who did you purchase from, what
price did you give, and about what year you made
the purchase.

Answer I bought the woman Flora and three Children - it
was Eleven hundred Dollars or Eleven hundred fifty
Dollars - I do not remember which - I bought the
woman from William Shelton, with an understanding
the property belonged to Edward Bradshaw - I made
the purchase in the spring of 1844 is my recollection.

By same Did you or not do the negotiation, entirely with William
Shelton, and did he or not assign as a reason for selling
that he was compelled to have money.

Answer Shelton insisted on selling the negroes, and urged they
were very low - and Shelton informed me the property
was Bradshaw's.

By same Did you ever see or hear from Bradshaw, with regards
to the purchase of said slaves before you and Shelton
agreed on the price.

Answer Not that I recollect of -

By same Who had the possession of said slaves, from the time of
the sale by the Sheriff, until you bought them as before
stated.

Answer William Shelton had the possession of them, I never
heard of them being moved.

By same - Did or not William Shelton in a short time after
you bought said slaves, and got possession ^{of them}, come to you
to get the woman Flora back, and tell all that took
place, and how the bill of sale from Edward Bradshaw

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to Agnes Shelton and others for Flora and her children
came to be executed.

Answer William Shelton came to me, and wanted to get the
woman Flora back— In a few days after the sale was
made, William Shelton came to me to know if I would
rescind the trade so far as the woman & child was con-
cerned— I agreed with Shelton to rescind the contract
so far as the woman and child was concerned—
he, Shelton then ~~told~~ asked me to go with him to Hopkin-
=ville to see Mr. Bradshaw— I then rescinded the contract
with Mr. Bradshaw, so far as the woman and child was
concerned, and kept the two oldest children— Bradshaw
then as I understood, made a deed of gift to Mrs. Shelton
and her three youngest children, for Flora alone was
my understanding— I did not read the bill of sale
but signed as witness, and was told by Shelton or
Bradshaw what its contents were.

By same When you rescinded the contract with Bradshaw, what
did you give him for the two children of Flora you kept,

Answer Five hundred dollars.

By same How long have you known William Shelton,

Answer I have known him fifteen or sixteen years.

By same Has he or not been very much embarrassed ^{with debts} for the last
9 or 10 years.

Answer Yes; I am told he has been.

By same Who got the horse you paid as part payment for the
two negroes you bought of Bradshaw.

Answer Shelton got the horse.

By same When Shelton came to get you to rescind the contract
as to Flora, did he or not say his wife could not do
without the negro woman

Answer He did stating at the same time he did not know
of any ^{other} woman ~~he could get~~ that would suit her
as well

Question By Complainants Attorney— Did or not William
Shelton tell you at the time he was negotiating with
you for the sale of Flora and her children, that said
negroes were the property of Edward Bradshaw and
that they did not belong to him, Shelton.

Ans^r ^{now} He did stating at the same time he did not know of any ^{other} woman ~~he could get~~ that would suit her as well

Question By Complainants Attorney— Did or not William Shelton tell you at the time he was negotiating with you for the sale of Flora and her children, that said negroes were the property of Edward Bradshaw and that they did not belong to him, Shelton.

Answer He did.

By same Did you or not go to Hopkinsville, and did or not Edward Bradshaw, execute to you his bill of sale for said slaves.

Answer He did.

By same Was it or not your understanding that William Shelton was only selling said slaves to you for Edward Bradshaw and not for himself

Ans^r ^{now} That was my understanding from Shelton.

By same Did or not this transaction take place previously to the date of the bill of sale executed to Bradshaw to William Shelton in trust for his wife and three youngest children for Flora.

Answer It took place several days before the bill of sale was made.

By same Are you or not acquainted with the children of William Shelton, to whom in part said bill of sale was executed— If so please state their ages.

Answer I am acquainted with three children and they are under fourteen I would judge at this time.

By same Have they or not been residing at the house of William Shelton, and with him ever since the execution of the said bill of sale for said woman by Bradshaw to Complainants.

Answer They have been there with him so far as I know.

By same Do you or not know that from the time of the execution of the said Bill of Sale in May 1844 for said negro woman, that the Complainants have always claimed them as their property and as such known and Recognized in the neighbourhood.

Answer

That was my understanding - it was more from the bill of sale than any thing else that I can recollect from.

By same

Have you or not often heard William Shelton say that if Flora and children, belonged to him that he would sell them and pay his debts.

Answer

I have.

The answering the above question is objected to by
Defendant
C. D. Bradley
for Deft.

By same

Do you or not know ^{that} from the time of purchase under execution by Bradshaw of Flora to the time you purchased that William Shelton hired her from Bradshaw.

Answer. I do not.

By Defendant.

Was William Shelton ever the owner of any other slaves than Flora and her children within the last five years.

Answer

None that I know of, and I did not understand that he owned them, but they were there.

By same

How far have you hired from said Shelton during that time

Answer

About four miles I would suppose

And further this deponent saith not

J. M. Rasco

Deposition

of J. B. Smith

Defendants

Proof

By Defendant - Were you or not acting as deputy Sheriff of Trigg County in the fall of 1850, and if so, did or not an execution in favour of Kinkas & Gant, and against the estate of William Shelton dated the 5th day of November 1850 come into your hands for five hundred & sixty two Dollars & 50 cents debt besides Interest and costs.

Answer

I was acting as deputy Sheriff - I am not positive as to the day of the month - the execution was put into my hands some time in November - the precise time amount I do not recollect, the execution was in favour of Kinkas and Gant and against William Shelton.

By same

Did you or not endorse on the execution ^{you speak of} when it came to hand

hands for five hundred & sixty two Dollars & 50 cents
debt besides Interest and costs.

Answer I was acting as deputy Sheriff - I am not positive as
to the day of the month - the execution was put into
my hands some time in November - the precise time
amount I do not recollect, the execution was in favour
of Kinkas and Gant and against William Shelton.

By same Did you or not endorse on the execution, ^{you speak of} when
it came to hand.

Answer Yes Sir.

* same Did or not William Shelton & wife give Samalib
Corbin who was acting as the agent of Kinkas & Gant
a bill of sale for said slaves, and did not said Corbin
upon their doing so, direct you to return the execution
satisfied - State what took place.

Answer The best of my recollection is - they give Mr. Corbin a
bill of sale; and Mr. Corbin obligated himself to pay or
give to Mrs Shelton, the balance of the money after the
execution was satisfied.

By same Was or not Corbin to sell said slaves, pay the debt to
Kinkas & Gant and let Mrs Shelton have the balance
of the money.

Answer That is my best recollection -

And further this deponent saith not
S. B. Swills

Deposition
of Stanley
Thomas

Defendants

Question by Defendant - Were you or not acting
as deputy Sheriff of Trigg County in 1842 & 1843.

Answer - I was.

Proof By same. Did or not two executions in favour of Richard
Wilson, and against the estate of William Shelton come to
your hands, dated about the 26th of April 1843 to be ex-
=cuted, and if so, upon what property did you levy said
executions.

Answer I received two executions from the Trigg Circuit Court
in favour of Richard Wilson, against William Shelton
and others in April 1843 and levied on one negro woman
named Flora and three children.

By same State whether they were not sold at the house of William
Shelton, and if so how far said Shelton lives from

hands for five hundred & sixty two Dollars & 50 cents
debt besides Interest and costs.

Answer I was acting as deputy Sheriff - I am not positive as
to the day of the month - the execution was put into
my hands some time in November - the precise time
amount I do not recollect, the execution was in favour
of Kinkas and Gant and against William Shelton.

By same Did you or not endorse on the execution, ^{you speak of} when
it came to hand.

Answer Yes Sir.

By same William Shelton & wife give Hamahib
Did you or not levy the execution you speak of upon a negro
woman and some children very soon after it came to hand

Answer Yes Sir.

Satisfied - State what was done.

Answer The last of my recollection is - they give Mr. Corbin a
bill of sale; and Mr. Corbin obligated himself to pay or
give to Mrs Shelton, the balance of the money after the
execution was satisfied.

By same Was or not Corbin to sell said slaves, pay the debt to
Kinkas & Gant and let Mrs Shelton have the balance
of the money.

Answer That is my last recollection -

And further this deponent saith not
J. B. Savills

Deposition
of Stanley
Thomas

Defendants

Question by Defendant - Were you or not acting
as deputy Sheriff of Trigg County in 1842 & 1843.

Answer - I was.

Proof

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Wilson, and against the estate of William Shelton come to
your hands, dated about the 26th of April 1843 to be ex-
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executions.

Answer I received two executions from the Trigg Circuit Court
in favour of Richard Wilson, against William Shelton
and others in April 1843 and levied on one negro woman
named Flora and three children.

By same State whether they were not sold at the house of William
Shelton, and if so how far said Shelton lives from

Qadiz — State whether or not said Woman & Children were not all sold together by request of said Shelton and state also what said slaves sold for, and what they were worth.

Answer The negroes were sold at Mr. William Shelton's house about fifteen miles from Cadiz — My recollection is that ~~the~~ negroes were all sold together but I do not remember that Mr. Shelton requested me to put them up all together, but think it quite probable — The negroes sold for Five hundred & twenty five (\$525) Dollars; Edward Bradshaw being the purchaser — I think the negroes at the time were worth about \$1000. one thousand dollars —

By same Did Mr. Shelton request you to sell the woman and children, or any of them separately.

Answer I think he did not —

By same Were there many or few persons at the sale.

Answer I think there were only some six or ten persons.

By same What was the reason of the slaves being sold at Shelton's house.

Answer I do not now recollect, but think it was done to save cost and trouble; as the law authorized me to sell the property at his house.

By same Did or not Shelton object to their being carried to the Court house to be sold.

Answer I do not now remember but think it quite probable.

By same Was or not William Shelton in 1842 and ever since insolvent or considered so.

Answer That was my understanding, and I think he was so understood so by others in his neighborhood.

Question by Complainant's Counsel — Did you or not ^{as deputy Sheriff} ~~duly~~ advertise said slaves, previous to selling them according to law.

Answer I did.

Question Did you or not openly expose them to sale & did or not strike them off to Edward Bradshaw at the sum of five hundred & twenty five dollars and was it or not the highest bid for them.

Answer I did expose them to public sale to the highest bidder.

advertiso said slaves, previous to selling them accord-
-ing to law.

Answer I did.

Question Did you or not openly expose them to sale &
did or not strike them off to Edward Bradshaw at
the sum of five hundred & twenty five dollars and
was it or not the highest bid for them

Answer I did expose them to public sale to the highest bidder
and Edward Bradshaw was the highest bidder and bid
the sum of five hundred & twenty five dollars (\$525)
he being the highest bidder they were duly struck off
to said Bradshaw.

By same Were you or not in the habit of selling ^{in the country} slaves, and at
the place lived upon, and was it or not entirely legal.

Answer I think it was legal to sell slaves at the owners house
or at the place where they were lived on, but I was not
much in the habit of doing so.

By same Did or not Wm Shotton request you, to expose one or
all to sale together, but was it not done by you, and did
they or not bring as large a sum as they would sep-
-arated.

Answer My opinion is W. Shotton, wished them all sold
together, as the children were small - I do not know
whether they would ^{have} sold for more, if they had been
sold separate, but think they would.

By same Do you or not know that William Shotton had no
interest in and to said slaves, since the time above
spoken of, only as Trustee for his wife & three young children

Answer My term of Sheriff expired I think soon after I sold
the negroes, and know but little about W. Shottons
business for some time afterward

And further this deponent saith not

Stanly Thomas

Deposition of
Thos. H. Gunter
Lefts proof
Question by Complainants Counsel
W. Gunter Did you or not act as deputy Sheriff
for Trigg County Kentucky for several years between
the years 1844 & 1850. If so state the time.

Answer I did act as Deputy Sheriff in Trigg County Ky

(12)

in the years 1848 & 1849.

By same During the years mentioned did or not various executions come to your hands, against Wm Shetton for large sums of money, and did you or not sell all the property belonging to him subject to execution.

Answer During the time I acted as Deputy Sheriff, several executions come to my hands, against William Shetton amounting to several hundred dollars, and I sold some property under execution belonging to Shetton, perhaps all that I thought was subject to execution at the time.

By same Were or not negro woman Flora and her children ^{by you} looked upon ~~as the~~ property of Wm Shetton and her three youngest children, and not the property of William Shetton, and was not this the reason that you failed to levy on them, and did or not Wm Shetton during this time hold said negroes as Trustee for complainants please state all your information about it.

Answer I never knew the negro woman and children above referred to - I have seen several negroes at Wm Shetton's - I was informed by some one that the negroes did not belong to Wm Shetton - and my best recollection is that some one told me that the negroes belonged to Wm Shetton - I never heard any one say Wm Shetton was holding said negroes as Trustee for complainants.

Question by Defendant - While you were Sheriff and before & since, was not William Shetton regarded as insolvent?

Answer He was generally so considered - And further this deponent saith not

Thomas H. Grinter

Justices fee \$1.00

Witnesses fee 50

Constables fee 25

175 P. by Defendant Richard Porter J.P.

Deposition of Edward Bradshaw Question by Defendant John M. Pope.

Are you or not acquainted with the parties to this suit, and were you or not acquainted with the slaves

Flora and her children in controversy; in the years

Deeds for pp 1.00

Witnesses for 50

Constables for 25

175 P. by Defendant Richard Porters J.P.

Deposition of
Edward
Bradshaw
Defendants
Proof

Question by Defendant John M. Pope.

Are you or not acquainted with the parties to this suit, and more you or not acquainted with the slaves, Flora and her children, in controversy; in the years 1843 & 44.

Answer I am acquainted with the parties & also know the slaves.

By same Do you or do you not know that said slaves were levied on by the Sheriff of Trigg County, as the property of Wm Shulton some time during the year 1843.

Answer Some time during the year 1842 or 1843, said slaves were levied on by the Sheriff of Trigg County as the property of Wm Shulton.

By same State if you do or not know, that said slaves were advertised by the Sheriff of Trigg County to be sold at the Court house on a Court day; was or not the sale postponed, ^{by the Sheriff} at the request of yourself and W. Shulton.

Answer I do not know whether they had been ^{advertised and} sold at the Court house, or any other place; the sale was not postponed at my request.

By same Did you or not go to leading on a day, that you had understood from W. Shulton the negroes were to be sold.

Answer I did not.

By same State when and where said negroes were sold, if in your knowledge who purchased them, and how much each negro sold for.

Answer The said negroes were sold at Wm Shulton's house by the Sheriff of Trigg County, and to the best of my recollection in the latter part of August or 1st of September 1842 or 43. I purchased them all - they were all sold together, for five hundred & twenty five dollars.

By same State how many negroes were sold, their sex & ages and their real value at the time.

Answer There were four in all, one a woman I should suppose about 28 years old, and three boys about 6, 4 & 2

(2)

By same years, and more ^{at the time} or the something near One thousand dollars Did or did not the slaves remain in the possession of said Shelton after the sale by the Sheriff.

Answer I do not know, my impression is they did not during that year.

By same Did you remove the slaves from the possession of said Shelton after your purchase

Answer I did not

By same Was there or not an understanding, between yourself and Shelton, when you purchased the slaves, that Shelton was to have them back, upon his paying ~~the~~ amount which you bid for them, and was it not in accordance with this understanding or agreement, that the negroes were all sold together.

Answer I do not recollect whether there was such understanding, previous to the sale, but there was such an one afterwards. It was I believe by consent of the plaintiff in the Execution, at the request of Shelton and others that they were all sold together.

By same Did or not said Shelton exercise all the rights of Ownership over said slaves, after the sale as he did before.

Answer He did not with my consent or knowledge, until the money was refunded to me.

By same Did you or not agree to let Shelton sell said negroes or one or more of them to raise the money which you had paid.

Answer I did.

By same Were you or not consulted about the sale of the negroes to Rasco until you were called upon to make the bill of sale.

Answer My recollection of the matter is, that I was.

By same Did you or not receive from Rasco for two of the Boys the sum paid by you for the four negroes - If so state what disposition you made of the other negroes whether or not by the terms of your agreement with Shelton they were or not his property -

Answer So far as I now recollect I received from Rasco

Answer My recollection of the matter is, that I was,
By same Did you or not receive from Rasco for two of the
Boys the sum paid by you for the four negroes. If so
state what disposition you made of the other negroes
whether or not by the terms of your agreement with
Shelton they were or not his property.

Answer So far as I now recollect I received from Rasco
Four hundred dollars, the balance one hundred
and twenty five from Shelton. I kept one of the negroes
and at the request of Shelton, let his wife and children
have the others according to terms of Bill of Sale

By same Please state upon what terms you kept the negro
referred to
in your last answer and what you finally did with
him.

Answer I retained one of the negroes for part of the purchase
money (One hundred & seventy five dollars) and some
other claims held upon Shelton, and when those debts
were settled & secured gave him up to Shelton's wife
and children.

By same Was or not said negro given up to Shelton's wife and
children and the bill of sale executed by you, a copy
of which you have seen attached to H. I. State dep.
docs in accordance with the agreement between your-
self and Shelton which you have referred to.

Answer It was.

By same Please state the inducement which led you to purchase
said slaves.

Answer Shelton was indebted to myself & Brothers and others
and had executed to us a mortgage on his lands.
We ascertained afterwards, there was an execution in
favor of a man named Wilson and against Shelton
upon which the land was liable - the negroes were
arrested upon & sold to the highest bidder and I became
the purchaser, more for the purpose of releasing the
land and having some security for the money paid
out.

By same Has or not William Shelton exercised acts of
Ownership over said negroes, since the execution by

you of the bill of sale, and did you or not regard the negro, so conveyed as in fact the property of Shelton.

Answer I do not know to what extent he has exercised Ownership over said negro, but have heard him say that he had at times thought of selling the negro and laying out the proceeds in land in Illinois or as much as would buy a home for his wife & Children — and have regarded them as entirely under his controul or at his disposal, and

And farther this deponent saith not

Edward Bradshaw

Deposition
of Henry J. States taken at Hopkinsville Kentucky

The deponent being of lawful age & first duly sworn deposes & saith — I have seen a copy of the Bill of Sale from Bradshaw to William Shelton as Trustee for Agnes Shelton, Ellen Jane, Marietta & Eliza Lycias Shelton, dated August 15. 1844 for the slaves Flora and her Children, attested by J. M. Rosco, and my opinion is that it is embraced in the provisions of the act of assembly of this State approved February 1. 1839, declaring that no mortgage or deed of Trust after the 1st day of August 1839, shall take effect (except between the parties to such mortgages or deeds of trust) until the same shall have been duly acknowledged, or proven and actually lodged with the proper Clerk to be recorded. The proper Clerk would have been the Clerk of the County where the property was situated. I have examined and read the statements, made in Paper marked (A) and hereto attached — (A copy of the answer of John M. & Rebecca Pope to the bill of Agnes Shelton & others — J. J. Munford Comrs) and Copy of the Bill of Sale marked (B.) and hereto attached — and am of opinion, that in such a state of facts as alleged in Paper (A) under the laws of Kentucky the sale or arrangement made between Bradshaw & William Shelton, would be regarded as void and of no effect as to the creditors of Shelton, that the entire arrangement, the purchase of the slaves by Bradshaw, the retention of them by Shelton, and continued acts & claims

to the bill of James Shelton & others - J. J. Marshall (Att.)
and Copy of the Bill of sale marked (B.) and hereto
attached - And am of opinion, that in such a state of
facts as alleged in Paper (A) under the laws of Kentucky,
the sale or arrangement made between Bradshaw &
William Shelton, would be regarded as void and of no
effect as to the Creditors of Shelton, that the entire arrange-
ment, the purchase of the slaves by Bradshaw, the
retention of them by Shelton, and continued acts & claims
of ownership by him together with a sale of one of
them, and the conveyance of the others by Bradshaw, to
his (Shelton's wife & children's) use & benefit and the accom-
panying facts, bring the case wholly within the statute of
frauds of this state, and the adjudication of our appellate
court construing the same, and that the slaves would in
this state (Kentucky) be subject to the payment of Shelton's
debts. It is also my opinion based upon the numerous
decisions of our appellate court, that to confer title upon
the wife & children of Shelton, their holding must be open
unequivocal and adverse to William Shelton, and that
the statements in said paper (A) show no such adverse
open & unequivocal possession, as would relieve said
slaves from Shelton's creditors, or divest him of title.
"The statute of limitation at law begins to run from the
time of the committing of a fraud, but in equity not until
the discovery" See Statutes Vol 2 page 734. Vol 2 pp.
1125. 1133 inclusive Vol 3. page 384 1st Dana 92. 3rd
J. J. Marshall 366 Mid 278. I have been practicing law
in Hopkinsville, ^{Kentucky} about ten years, and am at present
Circuit Judge, in the 2nd Judicial district of Kentucky
And further deponent saith not

Henry J. Stiles

Deposition of
John M. Lanning
Deft. proof

Question by Defendants attorney

Please examine the papers referred to as A. & B.
in the deposition of Judge Stiles, and state your opin-
ion of the law, as to the question of title, in the slaves
in controversy, in the wife and children of Wm Shelton
State also how long you have been a practicing

(14)

Lawyer.

I have examined the papers referred to in the above deposition of Judge Stiles, which are now before me, and have also examined the said deposition, and fully concur in the opinions & statements of Judge Stiles, as therein given and made, and adopt the same as part of this deposition.

I am familiar with the laws referred to, in the foregoing deposition, and state that they are correctly stated & referred to by Judge Stiles. From the facts as stated and set forth in the paper marked (A) referred to in the foregoing deposition, I am of the opinion that the slaves in the bill of sale of Bradshaw to Shelton as Trustee of his wife & Children, would be subject to Shelton's debts by the laws of this State.

If the sale and conveyance ^{in trust} by Bradshaw to Shelton of the slaves, had been in other respects valid, it is inoperative & void for not being recorded or lodged with the Clerk of the County Court of Trigg County for record, as required by the statutes of Kentucky.

The statute of limitation is five years to bar the recovery of property after the adverse possession for that length of time. As stated in the paper marked (A). I do not consider it necessary to say any thing farther, as to the laws of Kentucky as applicable to the facts of the Case as set forth, in the paper last above referred to, than has been said by Judge Stiles in his deposition, which I have hereinbefore adopted as part of this deposition. I have been a practicing lawyer between Eighteen & nineteen years.

And further this deponent swears not

John McLarning

X

Know all men by these presents that I, Edward Bradshaw of the County of Christian and State of Kentucky for and in consideration of the sum of One Dollar to me in hand paid, have this day sold to William Shelton as Trustee for Agnes Shelton his wife, and their three Children, Ellen Jane Shelton, Marietta Minor Shelton & Eliza Lycias Shelton, a negro woman named Flora and all her increase from this time, to have and

Bradshaw of the County of Christian and State of
Kentucky for and in consideration of the sum of One
Dollar to me in hand paid, have this day sold to William
Shelton as Trustee for Agnes Shelton his wife, and their
three children, Ellen Jane Shelton, Marietta Minorva
Shelton & Eliza Lycias Shelton, a negro woman named
Flora and all her increase from this time, to have and
to hold the same for their use & benefit forever - In test
mony whereof I have this day set my hand & seal
May 15th 1844

attest
J. M. Rasco

Edward Bradshaw

Commonwealth of Kentucky

Trigg Circuit Set $\frac{3}{3}$ Pleas before B. Shack
-elford Judge of the

Trigg Circuit Court at the Court House in the town
of Cadiz, on the 4th day of July 1842 to wit.

Richard Wilson

Plaintiff

against

on Petition and Summons

William Shelton

Defendant

Be it remembered that heretofore
to wit on the 7th day of June 1842, the plaintiff
aforesaid by Bradley his attorney, filed in the Clerk's
office of the Trigg Circuit Court aforesaid, his petition
and note in writing, against said Defendant, in the
following words to wit

Trigg Circuit set

Richard Wilson Plaintiff

States that he holds a note on the defendant William
Shelton in substance as follows "to wit - On or before
the 1st day of June Eighteen hundred & forty two
I promise to pay Richard Wilson Six hundred dollars,
for value received of him this 20th day of March
1841
William Shelton

(Yet the said debt remains unpaid, where-
fore he prays judgment for his debt and damages for
the detention of the same with his cost

C. D. Bradley P. D.

Richard Wilson Plaintiff

Petition

(15)
Summons

Upon the filing of which petition the following summons was issued thereon to wit:

^{Kentucky, to the Sheriff of}
The Commonwealth of Trigg County Kentucky
We command you to summon William Shelton to appear before the Judge of the Trigg Circuit Court, at the Court house in the town of Cadiz, on the first day of our next July term, to answer the demands of a petition filed and exhibited against him in our said Court by Richard Wilson of \$600. Debt and damages for the detention of the same, together with his costs, for which he prays judgment and that the said defendant shall in no wise omit.

And have there this writ - Witness James E. Thompson, Clerk of our said Court, at the Court house aforesaid, this 7th day of June 1842, and in the 57th year of the Commonwealth
J. E. Thompson

Sheriff's
Return

Upon which ^{Summons} the Sheriff made the following Return to wit Executed June 10th 1842

S. Thomas At for
Jm McWaters S. J. C.

And afterwards to wit - at a circuit Court begun and held for the County of Trigg, at the Court house in the town of Cadiz, on the 4th day of July 1842, the following proceedings were had in the case aforesaid to wit

This day came the parties aforesaid by their attorneys and the defendant by his attorney Craved Oyer of the writing sued on in this Cause and moved the Court to dismiss the same, which motion being fully heard is considered by the Court, and the defendant saying nothing further in bar of the plaintiffs action against him, whereby the plaintiff herein against the defendant stands wholly unfunded, therefore it is considered by the Court that the plaintiff recover against the defendant six hundred dollars the debt in the petition mentioned with interest thereon to be computed after the rate of six per centum per annum from the 1st day of June 1842 until paid and also his costs by him about this suit in this behalf expended, that execution is awarded the plaintiff -

-funded, Therefore it is considered by the Court that the Plaintiff recover against the defendant six hundred dollars the debt in the petition mentioned with interest thereon to be computed after the rate of six per centum per annum from the 1st day of June 1842 until paid and also his costs by him about this suit in this behalf expended, that execution is awarded the plaintiff -

And the defendant be in money &c

And afterwards on the 14th day of July 1842 the plaintiff sued out of the Clerk's office of the Trigg Circuit Court the following writ of Fieri facias, upon the judgment aforesaid to wit: The Commonwealth of Kentucky

To the Sheriff of Trigg County Greeting
We Command you that of the estate of William Shelton late of your bailiwick, you cause to be made the sum of six hundred Dollars, which Richard Wilson late in our Trigg Circuit Court, recovered against him for debt, with interest to be computed after the rate of six per cent per annum from the 1st day of June 1842 until paid also the sum of \$6.19c which in our said Court was adjudged to the said Wilson for his costs about his suit in that behalf expended, whereof the said Shelton is convicted as appears to us of record, and that you have the said sums of money, before the judge of our said Court, at the Court house in the town of Cadiz on the 17th day of September next to render unto the said Wilson, of the debt, interest & costs aforesaid, and have thus shown this writ - Witness James E. Thompson Clerk of our said Court, at the Court house aforesaid, this 14th day of July 1842 and in the 57th year of this Commonwealth

J. E. Thompson

Upon which Execution, the Sheriff made the following endorsement and return to wit "Come to hand July the 14th 4 O'Clock P.M.

S. Thomas Dfor
Wm McWaters S.J.C.

Replied 26th August 1842

S. Thomas Dfor
Wm McWaters S.J.C

The Replevin bond is as follows to wit: Know all men by these presents that we William Shelton principal, and John Shelton security, do bind ourselves three months after date hereof to pay Richard Wilson six hundred ~~and~~ twenty six Dollars and 35 cents, with interest thereon from the date of this bond until paid being the amount of principal, interest & cost of an execution which issued from the office of the Trigg circuit court on the 14th day of July 1842 in favour of the said Richard Wilson for the sum of \$600 debt \$8.50 cents interest \$6.19 cents cost \$11.16 Sheriff's half commissions and fifty cents for this bond amounting in the whole to the sum of \$626.35 cents, aforesaid and against the said William Shelton, and John Shelton have hereby replevied the same. Witness our hands this 26th day of August 1842

Teste S. Thomas, D for
Wm McWhorter S. J. C.

William Shelton *Wm*
John Shelton *John*

And afterwards to wit: On the 28th day of November 1842 the plaintiff sued out of the Clerk's office of the Trigg circuit Court the following writ of Fieri facias, upon said Replevin bond aforesaid to wit: The Commonwealth of Kentucky

To the Sheriff of Trigg County, Greeting

We command you that of the estate of William Shelton and John Shelton, late of your bailiwick, you cause to be made the sum of six hundred and twenty six Dollars 35 cents which Richard Wilson late in our Trigg circuit Court hath recovered against them for debt, on a Replevin bond with interest thereon, to be computed after the rate of six per centums per annum from the 26th day of August 1842 until paid, and also the sum of 45¹/₂ cents, which to the said Wilson in our said Court, were adjudged for damages as well by reason for detaining the said debt, as for his costs in that suit expended, whereof the said Sheltons are convicted as appears to us of record, and that you have the said sums of money, before the judge of our said Court at the Court house in the town of Cadiz on the 14th day of January next, to render unto the said Wilson of the debt interest and cost aforesaid and have them there the

as made by reason for detaining the said debt, as for his cost,
in that suit expended, Whereof the said Sheltons are
convicted as appears to us of record, and that you have the
said sums of money, before the judge of our said court
at the court house in the town of Cadiz on the 14th day
of January next, to render unto the said Wilson of the
said interest and cost aforesaid and have thus this
Writ - Writ of James E. Thompson Clerk of our said court
at the court house aforesaid, this 28th day of November
1842 and in the 51st year of the Commonwealth

No security of any kind to be taken

att J. E. Thompson Clk J. E. Thompson

Upon which execution the Sheriff made the following
endorsements and return to wit:

Given up by William Shelton
five hundred acres of land, two negro men, one woman
and three children to be sold for cash at the court house
door in the town of Cadiz on the 15th day of February 1843
Jany 12th 1843 S. Thomas Dfor
Jm M Craters S. J. C.

Saw stopped by Writ of Injunction Feb 13th 1843

S. Thomas Dfor
Jm M Craters S. J. C.

Afterwards to wit: On the 26th day of April 1843
the plaintiff send out of the Clerk's office of the
Trigg Circuit Court, one certain other Writ of Fi
facias, upon the Replevin bond aforesaid to wit:

The Commonwealth of Kentucky

To the Sheriff of Trigg County Greeting
We command you that of the estate of William Shelton
and John Shelton late of your bailiwick, you cause
to be made the sum of \$626.35 cents, which Richard
Wilson, late in our Trigg Circuit Court, there recovered
against them for debt on Replevin bond, with interest
thereon, to be computed after the rate of six per centum
per annum from the 26th day of August 1842 until
paid and also the sum of \$12.38 cents which to the said

(171)

Wilson in our said Court more adjudged for damages, as well by reason of detaining of said debt as for costs in that suit expended, whereof the said Sheltons are convicted as appears to us of record, and that you have the sums of money before the Judge of our said Court at the Court house in the town of Cadiz on the 17th day of June next, to render unto the said Wilson of the debt, interest & cost aforesaid, and have them there this writ - Witness James E. Thompson, Clerk of our said Court at the Court house aforesaid - this 26th day of April 1843 - and the 51st year of the Commonwealth

J. E. Thompson

Upon which Execution are the following endorsements and returns to wit: No security of any kind to be taken -

att J. E. Thompson Clerk

Come to hand April 27th 5 O'clock P. M.

S. Thomas Dfor
Wm McWaters S. J. C.

Given up by John Sheltou one negro woman named Flora, and three Children to be sold at the residence of William Sheltou for Cash on the 29th day of June 7th 1843

S. Thomas Dfor
Wm McWaters S. J. C.

The above negro was sold and Edward Bradshaw was the highest bidder and bid five hundred and twenty five dollars, after deducting Sheriff's Commission satisfied no execution against the same defendants in favour of same plaintiffs and leaves this execution entitled to a credit of Four hundred and thirty two Dollars 90 cents June 29th 1843

S. Thomas Dfor
Wm McWaters S. J. C.

And afterwards to wit: On the 27th day of July 1843 the plaintiff sued out of the Clerk's office of the Trigg Circuit Court a certain other writ of Habeas facias upon the Uplwin bond aforesaid to wit:

The Commonwealth of Kentucky
To the Sheriff of Trigg County Greeting:

And afterwards to wit: On the 27th day of July 1843 the plaintiff sent out of the Clerk's office of the Trigg Circuit Court a certain other Writ of Habeas corpus upon the Replevin bond aforesaid to wit:

The Commonwealth of Kentucky
To the Sheriff of Trigg County Greeting:

We command you that of the estate of William Shelton and John Shelton late of Town bailiwicks, you cause to be made the sum of six hundred & twenty six Dollars 35 cts, which Richard Wilson, late in our Trigg Circuit Court recovered against them for debt on Replevin bond, with interest thereon to be computed after the rate of six per centum per annum, from the 26th day of August 1842, until also the sum of \$12.83½ cts, which in our said Court was adjudged to the said Wilson for his costs, by him about his suit, in that behalf expended, whereof the said Sheltons are convicted, as appears to us of record, and that you have the said sums of money before the Judge of our said Court at the Court house in the town of Cadiz on the 16th of September next to render unto the said Wilson of the debt interest & cost aforesaid and have then there this writ — Witness James E. Thompson Clerk of our said Court at the Court house aforesaid this 27th of July 1843 and in the 52 year of the Commonwealth.

J. E. Thompson C. J. C.

No security of any kind to be taken

All J. E. Thompson Clerk

Credit by Town hundred & thirty two Dollars 90 cts made 29th Nov 1843 as per Sheriff's return on former execution

All J. E. Thompson C. J. C.

Upon which execution the Sheriff has made the following return to wit: Returned by order of the Plaintiff & money not made 16th September 1843

S. Thomas Dfor
Jm M Waters S. J. C

And afterwards to wit: On the 20th day of September 1843 the Plaintiff sent out of the office of the Clerk of the Circuit

(18)

Count a certain other writ of *Fieri facias*, upon the *replevin* bond aforesaid to wit:

The Commonwealth of Kentucky
To the Sheriff of Trigg County Greeting.

We command you that of the estate of William Shelton and John Shelton late of your bailiwick you cause to be made the sum of six hundred & twenty six Dollars 35 cents, which Richard Wilson late in our Trigg Circuit Court recovered against them for debt on *replevin* bond, with interest thereon to be computed after the rate of six per centum per annum from the 26th day of August 1842 until paid, also the sum of \$13.28½, which in our said was adjudged to the said Wilson for his costs by him about his suit in that behalf expended, whereof the said Sheltons are convicted as appears to us of record, and that you have said sums of money, before the Judge of our said Court at the Court house in the town of Cadiz, on the 18th day of November next to render unto the said Richard Wilson of the debt interest and cost aforesaid, and have then there this writ, Witness our hand, E. Thompson Clerk of our said Court, at the Court house aforesaid, this 20th day of September 1843 and 52^d year of the Commonwealth.

J. E. Thompson

Upon which execution are the following execution and returns to wit: No security of any kind to be taken

att J. E. Thompson C.T.C.C.

Credit by \$432.90 cents made 29th of June 1843 as per former return on former execution

att J. E. Thompson C.T.C.C.

Received on the within execution by the hands of Allen S. Shemwell seventy Dollars Feby 20th 1844

J. Thomas Dfor
Wm M Crater S.T.C.

And afterwards to wit: on the 30th day of May 1844 the Plaintiff sued out of the Clerk's office of the Trigg Circuit Court a certain other writ of *Fieri facias* upon the *replevin* bond aforesaid to wit:

The Commonwealth of Kentucky
To the Sheriff of Trigg County Greeting:

And afterwards to wit: on the 30th day of May, 1844 the
the Plaintiff send out of the Clerk's office of the Trigg Cir-
-cuit Court a certain other writ of Fieri facias upon
the Replevin bond aforesaid to wit:

The Commonwealth of Kentucky

Is the Sheriff of Trigg County Greeting:

We Command you that of the estate of
William Shelton and John Shelton late of your said
-inrich, you cause to be made the sum of six hundred
and twenty six Dollars & 35 cents, which Richard Wilson
late in our Trigg Circuit Court recovered against them
for debt on Replevin Bond, with interest thereon to be compen-
-ted after the rate of six per centum per annum from the
26th day of August 1842 until paid - also the sum of
\$13.74 cents, which in our said Court was adjudged to
the said Wilson for his costs by him about his suit in that
behalf expended, whereof the said Sheltons are convicted
as appears to us of record, and that you have the said
sums of money before the Judge of our said Court at
the Court house in the town of Cadiz on the 17th day of
August next, to render unto the said Richard Wilson
of the debt, interest and cost aforesaid, and have there
there this writ. Witness James E. Thompson Clerk of
our said Court at the Court house aforesaid this
the 30th day of May, 1844 and in the 52^d year of the Common-
-wealth

J. E. Thompson

Upon which execution are the following endorsements
and return - No security of any kind to be taken and
to be credited by \$432.90 cents made the 29th of June 1843
and seventy dollars paid Feby 20th 1844

att J. E. Thompson C. J. C. C.

This execution is entitled to a credit of thirty two dollars
paid 12th May 1844

S. Thomas agent

for R. Wilson

Come to hand 1st June 1844 about 2 O'clock P.M.

J. W. Hammond S. J. C.

Received on the within twenty dollars this 14th day of June 1844

J. W. Hammond J. F. C.

The balance of the money not made this 17th Augt 1844

J. W. Hammond J. F. C.

And afterwards, to wit on the 13th day of September 1844 the Plaintiff sued out of the Clerk's office of the Trigg Circuit Court one certain other writ of Replevin upon the replevin Bond aforesaid, to wit, the Commonwealth of Kentucky, To the Sheriff of Trigg County Greeting: We Command you that of the estate of William Shelton and John Shelton late of your bailiwick, you cause to be made the sum of six hundred and twenty six dollars and thirty five cents, which Richard Wilson late in your Trigg Circuit Court recovered against them for debt on replevin bond with interest thereon to be computed after the rate of six per centum per annum from the 26th day of August 1844, until paid also the sum of \$14 19¹/₂ cents which in our said Court was adjudged to the said Wilson for his costs by him about his suit in that behalf expended whereof the said Sheltons are convicted as appears to us of record, and that you have the said sum of money before the Judge of our said Court at the Court House in the town of Lexington on the 16th day of November next, to render unto the said Richard Wilson of the debt interest and cost aforesaid, and have then and there this writ Witness James E. Thompson Clerk of our said Court, at the Court house aforesaid this 13th day of September 1844. and in the 53rd year of the Commonwealth

J. E. Thompson

Upon which Execution are the following endorsements and return to wit " This Execution is entitled to the following credits
By \$432.90 cents made 29th June 1843 \$70 paid 20th Feb'y 1844
\$32.00 1st May 1844. \$20. 14th June 1844

att J. E. Thompson C. J. C. C.

No Security of any kind to be taken

att J. E. Thompson C. J. C. C.

Come to hand 14th September 1844. at 4 o'clock P. M.

J. W. Hammond J. F. C.

Levied the 15th November 1844 on eight horses given up by William Shelton

J. W. Hammond J. F. C.

Received of William Shelton one hundred dollars on 22nd

J. W. Hammond J. F. C.

No Security of any kind to be taken

att J. E. Thompson c J. C.

Come to hand 14th September 1844. at 4 o'clock P.M.

J. W. Hammond J. J. C

Devised the 15th November 1844 on eight horses given up by William
Shelton

J. W. Hammond J. J. C

Received of William Shelton one hundred Dollars on 22nd
November 1844

J. W. Hammond J. J. C

Received of J. W. Hammond one hundred and thirty four
Dollars and fifty Cents Nov. 25th 1844

Richard Wilson

Satisfied November 25th 1844

J. W. Hammond J. J. C

Commonwealth of Kentucky }
Trigg County Set }

I Henry C. Burnett, clerk

of the Court for the Circuit aforesaid, do certify
that the Ten preceding pages and this contain a full
true and complete transcript of the record and proced-
-ings had in the Cause therein named as appears
of Record in my office - In testimony whereof I
have hereunto set my hand, and affixed
my Seal of office of said Court at office
in leading this 29th day of September
1851. and in the 60th year of the Com-
-monwealth

H. C. Burnett c. J. C.

Kentucky }
Trigg Circuit Court } Set

I Henry J. Stites Judge of the Court
for the Circuit aforesaid, do hereby certify that
Henry C. Burnett whose name is subscribed to
the foregoing Certificate is and was at the date thereof
the clerk of said Court, and that his attestation
is in due form of Law

Given under my hand the 30th
day of September 1851. Henry J. Stites

Transcript Commonwealth of Kentucky }
 Trigg Circuit Ct } 3

Pleas before W Shackleford Esqr Judge
 of the Trigg Circuit, at the Court
 House in the Town of Oading on the
 4th day of July 1842 to wit

Richard Wilson

Plaintiff

against

on Petitions & Summons

William Shelton

Defendant

Be it remembered that heretofore to wit,
 on the 7th day of June 1842 the plaintiff aforesaid by L. D. Bradley
 his atty filed in the clerks office of the Trigg Circuit Court aforesaid
 his petition in writing against said defendant in the following
 words to wit

Trigg County Ct

Richard Wilson plaintiff states that he
 holds a note on the defendant William Shelton in substance as follows to wit
 "One day after date I promise to pay Richard Wilson one
 hundred & eighteen dollars and fifty cents for value rec'd of him
 this the 1st day of June 1842

William Shelton

Yet the said debt remains unpaid wherefore prays judgment
 for his debt, and damages for the detention of the same together
 with his costs &c

Richard Wilson

L. D. Bradley p q 3

plaintiff

Summons

upon the filing of which petition the follow-
 ing summons was issued thereon, to wit "The Commonwealth of Kentucky
 To the Sheriff of Trigg County Greeting, We Command you to sum-
 mon William Shelton to appear before the Judge of our Trigg
 Circuit Court at the Court house in the Town of Oading on the 1st
 day of our next July term to answer the demand of a petition filed
 and exhibited against him in our said Court by Richard Wilson for
 the recovery of \$118.50 Cents debt, and damages for the detention of the
 same together with his costs &c for which he prays judgment, and
 and this the said defendant shall in no wise omit, and have you
 then there this writ, Metrop James E Thompson Clerk of our said
 Court, at the Court house aforesaid, this 7th day of June 1842
 and in the 57th year of the said Commonwealth of Kentucky

day of our next July term to answer the demand of a petition filed and exhibited against him in our said Court by Richard Wilson for the recovery of \$118.50 cents debt, and damages for the detention of the same together with his costs &c for which he prays judgment, and and this the said defendant shall in no wise omit, and have you then thus this writ, Witness James E Thompson clerk of our said Court, at the Court house aforesaid, this 7th day of June 1842 and in the 51st year of the Commonwealth

J E Thompson

Upon which Summons the Sheriff made the following return to wit, Executed June 10th 1842.

J Thomas Dfor

Wm M Waters J.P.C

And afterwards to wit at a Circuit Court began and held for the County of Trigg at the Court House in Leadrington on the 4th day of July 1842. The following proceedings were had in the Cause aforesaid by his attorney and the defendant although solemnly called came not but made default. Therefore it is considered by the Court that the plaintiff recover against the defendant one hundred and eighteen Dollars and 50 cents the debt in the petition mentioned with interest thereon to be computed after the rate of Six per centum per annum from the 2nd day of June 1842. until paid, and also his costs by him about his suit in this behalf expended, that Execution is awarded the plaintiff and the defendant be in money &c and afterwards to wit on the 14th day of July 1842 the plaintiff issued out of the clerk's office of the Trigg Circuit Court the following writ of Fieri facias upon the judgment aforesaid, to wit: The Commonwealth of Kentucky; To the Sheriff of Trigg County, greeting. We Command you that of the estate of William Shelton late of your said County you cause to be made the sum of one hundred & eighteen Dollars and fifty cents which Richard Wilson late in our Trigg Circuit Court recovered against him for debt with interest thereon to be computed after the rates of Six per centum per annum from the 2nd day of July 1842 until paid, also the sum of \$6.19^{cts} which in our said Court was adjudged to the said Wilson for his costs by him about his suit in that behalf expended, whereof the said Shelton is convicted as appears to us of record, and that you have the said sums of money before the Judge of our said Court at the Court house in the town of Leadrington on the 17th day of September

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next to render unto the said Wilson of the debt interest and costs
aforesaid, and have then then this writ; Witness James E Thompson
Clerk of our said Court at the Court aforesaid this 14th day of July
1842 and in the 57 year of the Commonwealth

J E Thompson

Upon which execution the Sheriff made the following endorsement
and return, To Wit, Come to hand July the 14th 1842. 4 o'clock P.M

J. Thomas for

W. M. Waters S. J. C.

which Replevin Bond is as follows. to Wit, Upon all men by these
presentes that we William Shelton principal and John Shelton
Security do bind ourselves three months after the date hereof to pay
Richard Wilson the sum of one hundred and thirty dollars and
07 cents with interest thereon from the date of this bond until
paid being the amount of principal, interest and cost of an
execution which issued from the office of the clerk of the clerk
of the Trigg Circuit Court on the 14th day of July 1842 in
favor of the said Richard Wilson, for the sum of \$118.50 cents
Debt, \$1.72 cents interest, \$6.19 cents Costs of Suit \$3.19 cents Sheriff's
half Commissions and fifty cents for this Bond, amounting to the
whole to the sum of \$130.07 cents aforesaid, against the
said William Shelton, and we the said William Shelton
and John Shelton Security have hereby replevied the same
Witness our hands, the 26th day of August 1842

Jest J. Thomas for

William Shelton

(Seal)

W M Waters S. J. C.

John Shelton

(Seal)

And afterwards to Wit on the 28th day of November 1842
the plaintiff sued out of the Clerk's office of the Trigg Circuit
Court the following writ of Fieri facias upon the Replevin Bond
aforesaid to Wit, The Commonwealth of Kentucky, To the Sheriff
of Trigg County Greeting, We Command you that of the Estate of
William Shelton and John Shelton late of your bailiwick you
cause to be made the sum of one hundred and thirty dollars
and 07 cents which Richard Wilson late in our Trigg Circuit Court
recovered against them for debt on a Replevin Bond
with interest thereon to be computed after the rate of six per centum
per annum from the 26th day of August until paid, and also
the sum of forty five & 1/2 cents which to the said Wilson in

William Shelton and John Shelton late of your bailiwick you
cause to be made the sum of one hundred and thirty dollar
and 07 cents which Richard Wilson late in our Trigg Circuit Court
recovered against them for debt on a Replevin Bond
with interest thereon to be computed after the rate of six per centum
per annum from the 26th day of August until paid, and also
the sum of forty five & 1/2 cents which to the said Wilson in
our said Court were adjudged for damages as well by
reason of detaining the said debt, as for his costs in that suit
expended. Whereof the said W & J Shelton are convicted as
appears to us of record, and that you have the said sum
of money before the judges of our said Court at the Court House
in the town of Cadiz on the 14th day of January next to
render unto the said Wilson of the debt interest and costs
aforesaid and have then & there this writ, Mary James & Thom-
pson Clerk of Our said Court at the Court house aforesaid
this 28th day of November 1842 and in the 51st year of the
Commonwealth

J. E. Thompson

No Security of any kind to be taken

att J. E. Thompson C.J. c c

upon which execution are the following endorsements and return
to wit, given up by William Shelton five hundred acres of
land two negro men one woman and three children to be
sold for cash at the Court House door in Cadiz on the
13th Feb'y 1843

J. Thomas for

W. M. Waters J. J. C.

Sale Stopped by writ of injunction Feb'y 13th 1843

J. Thomas for

W. M. Waters J. J. C.

and afterward to wit on the 26th day of April 1843 the
plaintiff sued out of the Clerk's office of the Trigg Circuit
Court a certain other writ of Fieri facias upon the Replevin
bond aforesaid which is as follows to wit, The Commonwealth of
Kentucky. To the Sheriff of Trigg County Greeting, we com-
mand you that of the estate of William Shelton and John
Shelton late of your bailiwick you cause to be made the sum
of \$130.07 cents which Richard Wilson late in our Trigg Circuit
Court hath recovered against them for debt on a Replevin Bond
with interest thereon to be computed after the rate of six per centum
per annum from the 26th day of August 1842 until paid and
also the sum of \$4.61 cents, which to the said Wilson in our

in our said Court were adjudged for damages as well by reason of detaining said debt, as for his costs in that suit expended. Whose the said shelling are convicted as appears to us of record and that you have the said sums of money before the Judge of our said Court at the Court House in the town of Leasing, on the 17th day of June next to render unto the said Wilson of the debt interest and cost aforesaid, and have then there this writ. Witness James E Thompson clerk of our said Court at the Court house aforesaid the 26th day of April 1843. and in the 60th year of the Commonwealth

J E Thompson

Upon which execution are the following endorsements and return to wit, No Security of any kind to be taken

atw J. E. Thompson clerk

Credit by \$50. for least and over and \$18. paid Rinner

atw J. E. Thompson clerk

Come to hand April 27th 1843 5 o'clock

J Thomas dfor

W. M. Waters S. J. C

Given up by John Shelton one negro woman and three children to be sold for cash at the residence of William Shelton on the 29th Inst June the 7th 1843

J. Thomas dfor

W. M. Waters S. J. C

The above ^{named} Negroes was sold and Edward Bradshaw was the highest bidder, and bid five hundred and twenty five dollars which satisfied this execution and the balance applied to the credit of another ex on of same date and on same individuals 29th June 1843.

J Thomas dfor

W. M. Waters S. J. C

Commonwealth of Kentucky

Trigg Circuit Ct

J Henry C Burnett clerk

of the Court, for the circuit aforesaid. do certify that the three preceding pages and this contain a full, true and complete transcript of the record and proceedings had in the cause therein named as appears of record in my office - In testimony whereof I have

hereto set my name and affixed my seal of office of said Court, office in Leasing the 29th September 1851 and in the 60th year

the three preceding pages and that certain
and complete transcript of the record and proceedings
had in the cause therein named as appears of record
in my office - In testimony whereof I have
hereunto set my name and affixed my seal
of office of said Court, office in leading the
29th September 1851 and in the 160th year
of the Commonwealth

H. C. Burnett C. J. C. C.

Kentucky

Trigg Circuit Court } Set

I Henry J Stiles Judge of the
Court for the Circuit aforesaid do hereby certify that
Henry C Burnett whose name is subscribed to the
going certificate is and was at the time thereof the
Clerk of said Court and that his s^d attestation is in
due form of law

Given under my hand this 30th day of September

1851

Henry J Stiles

The Commonwealth of Kentucky }

Trigg ^{Circuit} ~~County~~ } Set

Pleas before B Whackelford Judge
of the Trigg Circuit Court, at the Court
House in the town of leading on the
on the 5th day of April 1848.

Joseph B Hinkens and Archibald Grant

Merchants & Copartners Trading under the name

of Hinkens & Grant

against

William Shelton

} Plaintiffs

on a petition

Defendant

Be it remembered that heretofore to wit, on the
15th day of November 1842, the plaintiffs aforesaid by me
Mayes their atty, filed in the clerks office of the Trigg Circuit
Court aforesaid his petition and note in writing against
said defendant in the following words to wit

Trigg Circuit Set

Joseph B Hinkens and Archibald
declaration Grant, merchants and copartners trading under the name, firm
& style of Hinkens and Grant, plaintiffs state that they

And the style of Kirkhead & Gant, plaintiffs state that they hold a note on the defendant William Shelton in substance as followeth viz "on or before the 1st day of October 1842. I promise to pay G Corbin five hundred and sixty two dollars and fifty cents for value rec^d of him this 23rd of June 1841

William Shelton,

On which is the following assignment viz "Pay Kirkhead & Gant Sept 30th 1842. G Corbin"

whereby the plaintiffs have become the proprietors thereof of which the defendant hath had due notice, yet the said debt remains unpaid, wherefor they pray Judgment for their debt and damages for the detention of the same together with their costs &c

Mayer pro

Kirkhead & Gant

Summons

upon the filing of which petition the following summons was issued thereon, to wit, "The Commonwealth of Kentucky, To the Sheriff of Trigg County Greeting. - We Command you to Summon William Shelton to appear before the Judge of the Trigg Circuit Court, at the Court House in the town of Cadiz on the first day of our next April term, to answer the demand of a petition filed & Exhibited against him in our said Court, by Joseph D Kirkhead & Archibald Gant, merchants and copartners, trading under the name firm and style of Kirkhead & Gant of \$562.50 cents debt, and damages for the detention of the same, together with their costs, &c for which they pray Judgment and that this said defendant shall in no wise omit, and have then there this writ witness James E Thompson Clerk of our said Court at the Court House aforesaid this 15th day of November 1842 and in the 51 year of the com^{on}wealth

J. E. Thompson

Return on Upon which summons the Sheriff made the following return
Summons viz Executed December 2nd 1842 J Thomas Sfor

W M Waters J. T. L.

And afterwards, to wit, at a Circuit Court continued and Judgment held, for the County of Trigg at the Court house in Cadiz on the 5th day of April 1843, The following proceedings were had

Return on Upon which Summons the Sheriff made the following return
Summons by Executed December 2nd 1842 J Thomas Dfor
W M Waters J. T. L.

And afterwards, to wit, at a Circuit Court continued and
Judgment held, for the County of Trigg at the Court house in Cadiz, on the
5th day of April 1843, The following proceedings were had
in the Cause aforesaid, to wit, This day came the plaintiffs
aforesaid by their attorney & the defendant although solemnly
called came not, but made default, It is therefore considered
by the Court that the plaintiffs recover against the defendant
Five hundred and sixty two dollars and fifty cents the
debt in the petition mentioned with interest thereon to be
computed after the rate of six per centum per annum from
the 1st day of October 1842 until paid, and also their
costs by them about their suit in that behalf expended
that Ex or is awarded the plaintiffs and the defendant be
in mercy &c

Fieri facias
N1. And afterwards, to wit, on the 17th day of April
1843 The plaintiffs sued out of the office of the Trigg Circuit
Court the following writ of Fieri facias upon the Judgment afo-
said, to wit, The Commonwealth of Kentucky: To the Sheriff
of Trigg County Greeting: We Command you that of the
estate of William Shelton, late of your bailiwick, you cause
to be made the sum of five hundred and sixty two dollars
and fifty cents, which Joseph D Ninkhead & Archibald Gant
merchants and Copartners trading under the name, firm, and
style of Ninkhead & Gant late in our Trigg Circuit Court,
recovered against him for debt - with interest thereon to be
computed after the rate of six per centum per annum, from
the 1st day of October 1842 until paid, also the sum of
six dollars and 19 cents which in our said Court was adjudged
to the said Ninkhead & Gant for their costs by them about
their suit in this behalf expended, whereof the said
Shelton is convicted as appears to us of record, and that
you have the said sums of money before the Judge of our
said Court at the Court house in the Town of Cadiz on
the 17th day of June next, to render unto the said Ninkhead
and Gant of the debt interest and cost aforesaid, and
have then then this writ return James E Thompson clerk of
our said Court, at the Court house aforesaid this 17th

(24) day of April 1843 and in the 51 year of the Commonwealth

J. E. Thompson

endorsement upon which execution the Sheriff made the following endorsement
on
Fieri facias and Return viz, Come to hand April 17th 1843 5 o'clock P.M.

N^o 1

J Thomas Dfor

W M Waters S. J. C.

Return No property in defendants Name to satisfy any part of this
Ex on June 17th 1843.

J Thomas Dfor

W M Waters S. J. C.

Fieri facias and afterwards to wit on the 11th day of January 1844 the Plaintiff

N^o 2 sued out of the clerks office of the Trigg Circuit Court another
writ of Fieri facias upon the Judgment aforesaid, to wit, the
Commonwealth of Kentucky, To the Sheriff of Trigg County
Ginsburg, We Command you that of the estate of William
Shelton late of your bail with you cause to be made the sum
of five hundred and sixty two dollars and fifty cents which
Kinkead and Gant late in our Trigg Circuit Court recovered
against him for debt, with interest thereon to be computed
after the rate of six per centum per annum from the 16th day of
October 1842 until paid, also the sum of six dollars 74/100
costs which in our said Court was adjudged to the said
Kinkead & Gant for their costs by them about their suit in
this behalf expended, whereof the said Shelton is convicted
as appears to us record, and that you have said sums of
money before the Judge of our said Court at the Court house
in the town of leading on the 16th day of March next to render
unto the said Kinkead & Gant, of the debt interest and cost
aforesaid, and have then then this writ, Witness Jas E. Thompson
Clerk of our said Court at the Court house aforesaid, this
11th day of January 1844, and in the 52 year of the Com-
= monwealth

Jas. E. Thompson

Endorsement Upon which execution the Sheriff made the following endorsement
on Fieri facias and Return, To wit "Come to hand 11th January 1844

Number 2

J Thomas Dfor

W. M. Waters S. J. C.

Sheriff Return No property found to satisfy any part of this Ex on 16th March 1844

on No 2

J. Thomas Dfor

W M Waters S. J. C.

Fieri facias And afterwards, to wit on the 5th day of November 1850 the Plaintiff

Number 3 sued out of the clerks office of the Trigg Circuit Court a certain

Number 2

J Thomas Dfor
W. M. Waters S. J. C.

Shff return No property found to satisfy any part of this Ex on 16th March 1844
on No 2

J. Thomas Dfor
W. M. Waters S. J. C.

Fieri facias And afterwards, to wit on the 5th day of November 1850 the plaintiffs
Number 3 sued out of the clerk's office of the Trigg circuit Court a certain
other writ of Fieri facias upon the judgment aforesaid, to wit, The
Commonwealth of Kentucky, To the Sheriff of Trigg County greeting.
We Command you that of the estate of William Shelton late
of your bailwick you cause to be made the sum of five hundred
and sixty two dollars and fifty cents with interest thereon at
Six per centum per annum from the 16th day of October 1842 until
paid. which Kinkead and Gant, late in our Trigg Circuit Court
recovered against him for debt, also the sum of \$ 7.20 cents which
in our said Court was adjudged to the said Kinkead & Gant
for their costs by them about their suit in that behalf expended
whereof the said Shelton is convicted as appears to us of record
and that you have the said sums of money before the judge
of our said ~~Circuit~~ Court at the Court house in the Town of leading
on the 14th day of December next to render to the said Kinkead
& Gant, of the debt interest and cost aforesaid, and have
then there this writ Witness James E. Thompson, Clerk of our said
Court at the Court House aforesaid, the 5th day of November
1850 and in the 59th year of the Commonwealth

J. E. Thompson

Note, the Judgment by virtue of which this execution issues
was rendered at April Term 1843

att A. S. Sabney D.C.

Upon which execution the Sheriff made the following endorsement
Enclosure and return to wit "This execution came to hands November 7th 1850
on Ex on No 3 at 11th o'clock a.m.

S. B. Davitt S. J. C.
for John Humphries S. J. C.

Shff return Satisfied in full Nov 8th 1850

A Boy Dfor
John Humphries S. J. C.

Commonwealth of Kentucky
Trigg Circuit Ct

J Henry C. Burnett, clerk of the Court

for the Circuit aforesaid, do certify that the five preceding pages and this one; contain a full, true, and complete transcript of the records and proceedings had in the Cause therein named as appears of record in my office In testimony whereof

I have huncunto set my hand and affixed my Seal of office in reading this 27th day of September 1857. and in the 16th year of the Commonwealth H. C. Burnett Clerk

Kentucky

Trigg Circuit Court Set } I Henry J. Stiles Judge of the Court for the Circuit aforesaid do hereby certify that Henry C. Burnett whose name is subscribed to the foregoing certificate is and was at the date thereof the Clerk of said Court and that his attestation is in due form of law

Given under my hand this 30th day of September 1857
Henry J. Stiles

Recd Agnes Shelton & others

John M. Pope & others

Be it remembered on this the 16th day of Dec. 1857 this Cause came on to be heard before the Hon John D. Brink the Chancellor upon the pleadings and proof, and it appearing to the Court that Edward Bradshaw on the 15th day of May 1844 conveyed the negre woman Flora and her increase to W^m Shelton as trustee for his wife Agnes and the other Complainants and that the children of the said Agnes are minors and that the said slaves went into the possession of the said Shelton as trustee for the Complainants that he held them as trustee for more than five years, and it further appearing that Gabriel Leaban from whom the defendants purchased obtained the title of Agnes Shelton that no privy examination was had, of the said agnes to the Bill of sale executed by her. The Court being of opinion that the Statute of limitation of 5 years according to the Statutes of Kentucky vested the absolute title in the slaves Flora and her children Charlotte Thomas & Jeremiah in the

leban from whom the defendants purchased obtained the title of Agnes Shelton that no privy examination was had, of the said agnes to the Bill of sale executed by her. The Court being of ^{the} opinion that the Statute of limitation of 5 years according to the Statutes of Kentucky vested the absolute title in the slaves Flora and her children Charlotte Thomas & Jeremiah in the Complainants estate that a privy examination of a feme covert is necessary to divest her of title and that the defendants are not purchasers without notice doth therefore order and decree that the Complainants recover of the defendant John M Pope and his children the slaves Flora, Charlotte Thomas & Jeremiah the children of Flora, that he deliver them to the Trustee of the Complainants upon demand of the said trustee, and in the event he fail or refuse the clerk and master will issue an attachment to the Sheriff of Montgomery County who will take said slaves and deliver them over to the trustee of the Complainants, and it appearing to the Court from the proof and pleadings that the trustee Wm Shelton is an imprudent man and it is unsafe for him to act as Trustee and that he ought to be removed doth so order adjudge and decree, and upon application of the Complainant it is ordered and decreed by the Court that Joseph J Shelton be appointed the trustee that he hold said slaves for the Benefit of the said Agnes and the other Complainants and free from any debts or contracts of her Husband. It is further ordered and decreed by the Court the defendants pay the Costs for which ^{an} Execution may issue

Appeal Bond Know all men by these presents, that we John M Pope Rebecca Pope, John L Pope, James S Pope, Green S Pope & Margaret Pope appellants and James E Bailey Security of the County of Montgomery and State of Tennessee are held and firmly bound unto Agnes Shelton, Ellen J Shelton Marietta Manerva Shelton & Eliza Lucius Shelton by friends Joseph J Shelton appellee in the sum of five hundred Dollars current money of said State to be pay unto the said Agnes Shelton et al appellees their heirs executors administrators & jointly and severally, firmly by these presents sealed with our seals and dated the 9th day January 1852.

The condition of the above obligation is such that whereas in a cause on an injunction Bill prosecuted in the chancery ^{court} at Clarksville by Agnes Shelton, Ellen J. Shelton, Marietta Manerva Shelton & Eliza Lucias Shelton by their friends Joseph S. Shelton Complainants against John M. Pope, Rebecca Pope, John L. Pope, James S. Pope, Green S. Pope & Margaretta Pope defendants, a decree was this day rendered by said Court against said John M. Pope, Rebecca Pope, John L. Pope, James S. Pope, Green S. Pope & Margaretta Pope, for the costs, from which said decree the said John M. Pope, Rebecca Pope, John L. Pope, James S. Pope, Green S. Pope & Margaretta Pope prayed an appeal to the next Supreme Court to be held at Nashville. Now if the said John M. Pope, Rebecca Pope, John L. Pope, James S. Pope, Green S. Pope and Margaretta Pope, shall prosecute said appeal with effect, or in case of failure therein, shall pay and satisfy all damages and costs which may be awarded against them for wrongfully prosecuting said appeal, and shall further abide by, perform and discharge the sentence, judgment, or decree, which said Court may make therein, then the above obligation to be void; else to be and remain in full force and effect. - Signed, sealed and delivered the day and date above written

John M. Pope

(Seal)

per Bailey

J. E. Bailey

(Seal)

~ State of Tennessee ~
 Supreme Court Dec. Term A D 1851
 Present Hon. Nathan Green, R. J. McKinney & A. W. O. Totten
 Judges R.,
 Agnes Shelton & others }
 v. }
 John M. Pope & others }

Be it remembered that this cause came on to be heard on a former day, and, also on this 5th day of February 1852 before the Supreme Court of the State of Tennessee, sitting at Nashville upon the transcript of the record from the Chancery Court at Clarksville: on consideration whereof; It appears to the Court, from the irregular and defective manner in which the record is made out, that it would not be right, by a

Came on to be heard on a former day, and, also on this 5th day of February 1852 before the Supreme Court of the State of Tennessee, sitting at Nashville upon the transcript of the record from the Chancery Court at Clarksville: on consideration whereof; It appears to the Court, from the irregular and defective manner in which the record is made out, that it would not be right, by a Decree of this Court, to settle the rights of the parties, as presented in said record - and this Court orders adjourned and decrees that the decree of the Chancellor be reversed and annulled and for nothing held; and that said cause be remanded back to the Chancery Court at Clarksville, in order that the case may be so prepared and presented as that a decision may be had upon the merits, and Complainants and defendants each pay one half of the costs of this Court and that execution issue.

Opinion In the very imperfect manner in which this case is presented in By the Court this record, no decree can properly be made either way -

1st As to the minor defendants named in the Bill and also as to the defendant William Shelton, there is neither answer nor Judgment pro confesso.

2nd Though it is alleged both in the Bill and in the answer of Pope and wife that Shelton and wife executed a Bill of Sale for the slaves in controversy to Leaburn; yet no such Bill of Sale is to be found in this record - and we think the rights of the infant Complainants ought not to be concluded upon this point, either by the admission in the pleadings or the parol evidence, which seems to have been objected to.

3rd The defendants Pope and wife, insist in their answer, that they are innocent purchasers of the slaves, without notice of the equitable right asserted by the Complainants, The Chancellor, in his decree, finds this fact to be otherwise; but the proof to sustain such findings if there were any, is not contained in this record and as this may may turn out to be the point upon which the decision of the Cause may ultimately depend, we deem it proper to reverse the decree and remand the Cause to the Chancery Court, in order that the case may be so prepared and presented as that a decision may be had upon the merits - decree reversed -

M. Skinner ~

State of Tennessee

I James B. Leake, Clerk & Master of the Supreme Court at Nashville do hereby certify that the foregoing are true Copies of the decree and opinion of said Court rendered in said Cause - as remains of record in my office -

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at my office in Nashville this 5th day of July AD 1852. & 76th year of American Independence

James B. Leake Clerk

* (This has been copied before my preceding Page)

Separate answer of the Separate answer of William Shelton to the ^{Bill} of Agreps
Wm Shelton Shelton and others filed against him and John M Pope and
others in the chancery Court at Clarksville - This Respondant
saying and reserving to himself all the benefit of Except he
for answer unto so much as is material for him, says it is true
on the 15 day of May 1844 Ed Bradshaw executed the Bill
of Sale to the Slaves in Controversy with the increase of Flora
from that time, and they were delivered to him as the trustee
of the Complainants and he held them as trustee for his wife
and children until the 8th day of November 1850. about that
time one Gabriel Corban who had the Control of a judgment
rendered in favor of Skinkhead & Gant on the 5th day of April 1843
against Respondant came to the House of Respondant with
the Sheriff and had the negroes levied upon as the property
of Respondant. Respondant insisted that the negroes levied
upon were not his nor liable for his debts, and of this the
said Corban had full notice as he lived in the neighbourhood
and knew the character of Respondant Holding - He
was about to take off the negroes and the wife of
Respondant fearing the negroes were or would be taken
off and impudent and being ignorant of her rights
she did agree with the said Corban that she would
Join with her husband and make a conveyance of the
Slaves to him and he was to pay her the Balance
after paying the Skinkhead & Gant Debt and they
did execute the Bill of Sale for the Slaves to the said
Corban about the 8 of Nov. 1850 Corban ^{the wife of Respondant} made the
proposition to, that if she would make a Bill of Sale

having been copied before *

* She professed for having been deceived

She did agree with the said Corban that she would join with her husband and make a conveyance of the slaves to him and he was to pay her the Balance after paying the Kenhead & grant debt and they did execute the Bill of Sale for the slaves to the said Corban about the 8 of Nov. 1850 Corban ^{the wife of respondent} made the proposition to, that if she would make a Bill of Sale he would pay her all over after paying the judgment without the knowledge of respondent he represented to her that the negroes would be sold that she would loose them and induced her to consent to the execution of the conveyance no jury examination was taken, Corban brought the negroes to Stunipex and sold them to defendant Pope as charged - Respondent will now state the circumstances under which the negroes were first sold and Bradshaw became the purchaser, Respondent had become much involved and many judgments were rendered against him - the negro woman Flora & her children were levied upon to satisfy an execution in favor of Wilson and some others against Respondent and the Sheriff agreed to sell the slaves at the House of Respondent on the day of sale several persons were present and by agreement with the plaintiff and Sheriff the negroes were sold together the parties not wishing to separate them as her children were young - There was no agreement of any kind between Respondent & Bradshaw before the sale that the negroes should be sold at Respondent's house no understanding or agreement was made between Respondent and Bradshaw relative to the slaves in any way previous to the sale; Bradshaw bought them, after the sale Respondent said to Bradshaw, that his family would like to have the benefit of whatever sum the slaves would bring after paying the purchase money, his debt and interest, Bradshaw said ~~was~~ all he wanted was his money and interest, but no agreement was made, and Bradshaw hired out the negroes to one Jonathan Elliott there was no understanding or agreement between Respondent and Bradshaw, Respondent was very much embarrassed in his circumstances from 1842 to 1843, he never died after the sale by the Sheriff in 1844. Claim any ownership of the slaves in controversy other than as trustee for his wife and

28 children, they were known and recognized as the property
of the complainants in the neighborhood, and the holding
of the said slaves was for the complainants and not for
himself, and from the execution of the Bill of Sale in
1844 up to the sale to Leaban they remained in the possession
of the wife and and children of the respondent, who
resided with them, he denies all fraud, and having
fully answered ~~fully~~ the prayer to be dismissed

William Shelton

X State of Tennessee } This day personally appeared before me
Montgomery County } P. Priestly clerk & master of the chancery
court at Clarksville William Shelton, who made oath;
that the statements contained in this his answer to the
Bill of Agnes Shelton and others against John M Pope & others
so far as stated of his own knowledge are true & those
stated on the information of others he believes to be true
Subscribed & sworn to before

me the 5th April 1852

William Shelton

P. Priestly c & m

Answer of The answer of John L Pope, James S Pope Green Irwin Pope
Jno M Pope by their Guardian ad litem John M Pope to the bill filed
Guardian against them and others in chancery at Clarksville by
Agnes Shelton and others

Respondents, saving the benefit of
all exceptions to said bill for answer say: the answer
of John M Pope now on file in this Cause exhibits the
true facts in regard to complainants claim & this tells
they further state that Leaban was in possession at the
time they bought and they fully adopt said answer
for themselves

Nobb & Bailey Solg

for Jno. M. Pope Guardian

State of Tennessee }
Montgomery County } Jno M Pope appeared before me
and made oath that the facts stated
in the foregoing answer are true to the best of his knowledge
and belief

Subscribed & sworn to before

John M Pope

me this 28th day of May 1852

Thos. J Munford c & m

and made oath that the facts stated
in the foregoing answer are true to the best of his knowledge
and belief

Subscribed & Sworn to before

John M Pope

me this 28th day of May 1852

Thos. J. Munford & Co

deposition Question by defts counsel, How far do live from William
of L. Kane Shelton and how long have you lived in that distance?
Witness for

defendants Answer; I say it is about two & a half miles or there
Miles, and I have ^{lived} in that distance eleven or twelve
years

Question by same; State if you know what his circumstances were
at the time certain Negroes were sold under execution
and bid off by Edward Bradshaw if so state what
they were?

Answer. I do not know what time the property was sold

Question by same; State whether he is insolvent now & if so how long
he has been insolvent?

Answer. I do not know that he is. but I have understood he
was for 5 or 6 years past and perhaps more

Question by same; Did you or not understand that William Shelton
was in an embarrassed condition some years before he was
regarded as insolvent

Answer I heard he was

Question by same; were you or not intimately acquainted with Mr.
Shelton and his affairs during the last 10 or 12 years

Answer I have been intimately acquainted with him for the time there
specified, and tolerably acquainted with some of his affairs

Question Did you know the slaves sold under execution against Shelton
by same and bought by Edward Bradshaw, and if so state what
said slaves were worth at the time of Bradshaws purchase
or possession of them?

Answer I did not know them

Question Did you know the slaves claimed by Mrs Agnes Shelton in
by same this suit if so, state how long they had been in William
Shelton's possession before they were carried to Clarksville?

Answer I did not know them

Question When did you first learn that Mrs Agnes Shelton claimed
by same these Negroes?

Answer When I heard that Gamaliel Corbin carried them out of
the neighbourhood

Question When was that?

by same

Answer Some two or three years ago

Question Do or not you refer to the time they were sold in Clarksville

by same

Answer I do

Question Before that time who was regarded in the neighbourhood
as the owner of said slaves

Answer I do not know who was regarded as the owner before
that time not having heard that Bradshaw was the
owner until I heard Corbin had taken them out of
the neighbourhood

Question Who had possession of these slaves before that time
if William Shelton how long had he had possession
before that time?

whether under a deed or otherwise and what was the
the Neighbourhood

Question Who had possession of these slaves before that time
if William Shelton how long had he had possession
before that time?

Answer I have heard that they lived at Mr. Shelton's and
I suppose they were there some eleven or twelve
years

Question Do you know any thing of the argument between
William Shelton and Edward Bradshaw in regard
to these negroes, if so state was it was?

Answer I do not know any thing about that matter. —
Prof

Examining By Complainants atts, Do you not know that the negro
woman and children in controversy in this suit
were regarded ~~in~~ the neighbourhood as the property of
Compt agent Shelton, and have they ^{or} not been so regarded
for some years previous to the sale to Corbin

Answer I never heard who they belong to until Corbin had
taken them out of the Neighbourhood

Question Were they ever regarded as the property of Mr. Shelton since
By same the sale and purchase of them under execution a number
of years ago by E. Bradshaw?

Answer They were not regarded as the property William Shelton's
before Corbin took them for 6 or 8 years

Question Was it not considered in the Neighbourhood during
this time that they were the property of Complainants &
held in Trust by Mr. Shelton for them?

Answer I never heard that they were Mr. Shelton's until Corbin
had taken them out of the Neighbourhood, and I never
heard that they were held in Trust before that time, by
William Shelton

(30)
Question To whom did you understand they belonged to during this
by same time

Answer I never heard who was the owner until that time, & when I heard
Mr. Shelton. Claimed them previous to that time I heard that
Bradshaw owned them, but for ^{what a} space of time I do not know.

Question Is or not Agnes Shelton the wife of Wm. Shelton and did not
the complainants reside with William Shelton during the time
the negroes were at his house during the time she by you above
spoken of?

Answer She was and still is the wife of William Shelton and she lived
with him during that time

Question Do you know that the negroes in controversy were in W. Shelton's possession
previous to the time they were conveyed to him in Trust for Compts.
by E. Bradshaw?

Answer I have only heard that they lived in the family.

Question Were you present when they were bought by Bradshaw under
Execution, or do you know any thing in relation to the
purchase and possession of them by E. Bradshaw.

Answer I was not present, and do not know any thing
about it
and further the deponent saith not
L. Nance

deposition Question by defendant

of L. Hunt, State if you are acquainted with William Shelton and
witness for ^{his} circumstances, if so, state how long you have known them
defendants and what his circumstances are now and what they were when
Edward Bradshaw bought slaves of said Shelton under
Execution, and what his circumstances have been ever since
that date

Answer I am acquainted with William Shelton and the
character of his circumstances, and have been acquainted
with him and his circumstances upwards of twenty years,
and they were embroiled & I think they were embroiled.

Execution, and what his circumstances have been ever since that date

Answer I am acquainted with William Shelton and the character of his circumstances, and have been acquainted with him and his circumstances upwards of twenty years, and they now embarrased & I think they were embarrased when Bradshaw bought the said slaves and I think they have still been embarrased all the time since E Bradshaw's purchase.

Question Was or not William Shelton considered insolvent at by same the time of Bradshaw's bidding off said slaves above spoken of?

Answer I did myself, I not know what the generality of the people thought

Question Did you ever hear or know any thing of the conveyance by same given by Bradshaw back to Mrs Shelton and her children

Answer I do not Sir

Question Did you ever hear or know of Mr. Agrip Shelton selling by same up any claim to the negroes untill they were carried off and sold by Leabin?

Answer: I heard that those Negroes were sold and Bought by Bradshaw & he gave them to Mrs Shelton

Question When did you hear this and who did you hear it from?
by same

Answer I heard it from Rich^d Wilson but I do not know how long it has been

Question Was it before or after they were sold in Clarksville by by same Leabin, if before, how long before?

Answer It was before, but how long I do not recollect.

Question Are you aware that it was known by any other of the neighbourhood by name besides you and Wilson, that Bradshaw had given these negroes to Mrs Shelton before Corbin sold them?

Answer I cannot say.

Question Was it or not generally understood in the neighbourhood by name that Bradshaw owned the slaves from the time of his purchase until after Corbins sale?

Answer I cannot say what was the understanding of the neighbourhood.

Question State if you the agreement between Bradshaw & Shelton in by name regard to the negroes and who paid Bradshaw the purchase money?

Answer I do not any thing about it.

Question. What were the negroes bought by Bradshaw worth at the time by name of his purchase?

Answer. I do not know. The negro woman was worth some five hundred dollars, I do not know what the children were worth.

Question Did or not William Shelton keep the slaves in controversy in his by name possession from the time of the arrangement with Bradshaw until Corbin sold them? And if so did he or not consider them as his own?

Answer I think he kept them in his possession - but whether he considered them as his own I cannot say.

Question Did you ever know or hear of William Shelton claiming to by name hold said slaves for his wife and children until after Corbin sold them?

Answer I do not think I ever did.

Crop

Question Did you ever know or hear of William Shelton claiming to by name hold said slaves for his wife and children until after Corbin sold them?

Question Did you ever know or hear of William Shelton claiming to
by same hold said slaves for his wife and children until after
Leubin sold them?

Answer I do not think I ever did.

Prof

Examined Question By Compts atty; Were you present at the time the slaves
in controversy were sold under execution at Sheriff's sale and
bought by Bradshaw?

Answer I was not there

Question Have they not been in the use and enjoyment of Compts
by same ever since conveyed to them by Bradshaw until carried
off by Leubin?

Answer I think they have.

Question Were it not regarded by you and others in the neighbourhood
by same generally that the slaves in controversy were the property of
Compts up to the time Leubin got possession of them

Answer That was my understanding.

Question Did not the Compts claim the negroes in controversy from
by same the time conveyed to them by Bradshaw up to the time Leubin
carried them to Tennessee

Answer I think they did

Question Did not William Shelton reside with Compts during this
by same time

Answer Yes.

Question Were they regarded by any one as the property of Wm Shelton or
by same attempted to be made subject to his debts at any time up
to the time Leubin carried them away

Answer I do not know that they were; I could not say

Question Did you ever hear complainants, that Mrs Agnes Shelton and her by defect children or any of them claim the Slaves in controversy before Attorney Corbin carried them off if so how long was it before

Answer I never heard them claim them at all

Question Did you ever hear of Mrs Shelton's Claim to the said negroes by name from any of the neighbours except Richard Wilson? before Corbin sold them?

Answer I not recollect that I did

Question How far do you live from William Shelton and how far since by name Bradshaw purchased

Answer I think it about three miles

and further the deponent saith not

C. A. Hutter

deposition Question by defendants attorney; Were you acquainted with the circumstances of Thomas Stacey of William Shelton at the time certain Slaves were sold under Corbin's Execution as said Shelton, and bought by Edward Bradshaw? if so Witness for State whether he was then solvent or not, and state whether he has since been solvent or insolvent ever since?

Answer I did not recollect any of circumstances when they were sold

Question State if you know whether he has been solvent or not for the last by name 10 or 12 years?

Answer It has been the general talk, that he has been insolvent.

Question Did you know the Slaves bought of him by Bradshaw if so what by the name were worth at that time?

Answer I knew one woman

Question Did Shelton have any other woman at that time, if not by name what was the worth

Answer I knew of no other; and she was worth ^{about} \$500.

by the same were worth at that time?

Answer I knew one woman

Question Did Shelton have any other woman at that time, if not by same what was she worth

Answer I knew of no other, and she was worth ^{about} \$500.

Question What was his children worth at the time of the sale?

by same

Answer I did not know the children

Question How far have you lived from said Shelton for the last 10. or 12

by same years

Answer About two miles

Question Did you ever hear or know of Mrs Agnes Shelton or her

by same children setting up claim to the negroes in controversy before about the time Corbin carried them to Clarksville & sold them?

Answer No.

Question Were you at the sale, at which Bradshaw bought Sheltons

by same slaves?

Answer No Sir

Question Do you know any thing of the agreement between Shelton and

by same Bradshaw in regard to said slaves?

Answer No.

Question Did or not said slaves remain in William Sheltons possession

by same from or about 1843 up to the time Corbin carried them off to Clarksville?

Answer I have seen them there, that is the woman.

Question Was it known or believed in the neighbourhood so far as you know that by name Mrs Agnes Shelton or her children claiming said negroes before Corbin carried them off?

Answer She did not claim them that I know of

Question Did you know of William Shelton claiming said negro woman by name during the time spoken of

Answer I thought she was his, but did not know of his claiming her.

Question Was it or not your understanding and that of the neighbours by name generally from that sale until this controversy arose that they were really Sheltons negroes but covered by Bradshaw's purchase under execution?

Answer I had heard such talk

Cross

Examined Question by Compts att; do you know at what time Bradshaw conveyed the negroes in controversy to complainants

Answer I do not know

Question Did you ever hear Wm Shelton say claim to them from the time they by name were conveyed to Compts to the time Corbin got the possession of them?

Answer I do not know that I heard him say any thing about them

Question Was it or not the prevailing opinion in the neighbourhood during by name this time that they were the property of complainants

Answer Not that I ever heard

Question If you never heard Wm Shelton claim them what induced you by name to believe that they belonged to Wm Shelton?

Answer By seeing them there

Answer Not that I ever heard

Question If you never heard Mrs. Shelton claim them what induced you by same to believe that they belonged to Mrs. Shelton?

Answer By seeing them there

Question Did you ever hear any person say that the Slaves in controversy by same belonged to Mrs. Shelton after they were conveyed to Comptts by Bradshaw?

Answer I did not know when they were conveyed.

Question Is not Comptt Agnes the wife of William Shelton & did she not by same with the other Comptts during all that time live with Mrs. Shelton

Answer Yes. She was his wife and she and the other Comptts residing with said Shelton

Question How often have you visited Mrs. Shelton during the last 6 or 8 by same years, and were not the negroes in controversy when ever you were there in the possession use and enjoyment of Comptts?

Answer I was there some two or three times, and I saw the woman there. And further the deponent saith not

Thomas Crenshaw.

deposition Question by Comptts att, How long have you known the Complainants of W. by. in this suit & how far have you resided from them during this Quesenport time?

Witness for

Comptts Answer, I think it was since the year 1840 a part of the time in different places and the last four years about a mile and a half from them

Question Have you or not known the negroes in controversy in this suit by same for some years. If so how long?

Answer I have known her about four or five years

Question From your knowledge has or not negro woman and children in by same controversy been regarded in the neighbourhood generally as the property of Comfells

Answer That was my understanding

Question Were you or not for some length of time a Constable in this by same County and as such did you not have various Executions in your hands against Mr Shelton if so please state all you knew in relation to the negroes in controversy?

Answer I was a Constable about fifteen months and I held some Executions with his name on them & my recollection is I did not collect any of them; and as to the negroes I know nothing about them only they were in the possession of the family. the report of the neighbourhood was that the woman belonged to Mrs Shelton and her three youngest children

Question Did you or not ever hear otherwise until after they were carried by same away by Kentin and sold?

Answer I did not

Question Were you or not frequently at Mrs Sheltons and were or not the negroes by same in controversy when you were there in the use and employ of Agnes Shelton

Answer They were always about the house in the employment of the family I never saw them at work out.

Cross

Examining Question by Defendants; Did you hear that the negroes belonged to Mrs Shelton and children before you were Constable

Answer Yes, I reckon I did

Question How long before, and when were you a Constable?

by same

Answer I was appointed in 1850 is my best recollection. I do not recollect when I heard that the property was claimed by Mrs Shelton

Question Did you ever hear in the neighbourhood that

Question How long before, and when were you a Constable?

by same

Answer I was appointed in 1850 in my best recollection, I do not recollect when I heard that the property was claimed by Mr. Shelton.

Question Was it generally ~~generally~~ understood in the neighbourhood that by same Mr. Shelton and children claimed the negroes before they were carried off by Constable?

Answer I heard but very few speak of, but what I heard speak of it stated that ^{they were} Mr. Shelton's & children and further this deponent saith not

W. G. Havenport

deposition Question by depts State how far you have lived from William Shelton of P. H. from 1842 to this time?

Bennett Answer Not over two miles at any time.

Witness for

depts

Question What were Mr. Shelton's circumstances about that time, that by same is in 1842 and what have been his circumstances up to this time?

Answer I do not know that I could say any thing about that of my own knowledge

Question Has he not been regarded his neighbours as insolvent from by same that time to the present?

Answer I think He has

Question Were you at the sale of his slaves under execution when Edward by same Bradshaw bought them if so state what you may know of the arrangement between Bradshaw and Shelton that Shelton should have them back on paying Bradshaw his money?

Answer I was not at the sale and know nothing of the arrangement between them

(35.)

Question Did you ever hear or know of the claim of Mrs. Shelton & children
by same to the Negroes in controversy until after Corbin sold them
at Clarksville?

Answer I heard of it before, but never know any thing but what
I hear.

Question How long before did you first hear it, and from how many
by same did you hear it before

Answer I heard it before from several but how long before I cannot
tell. It was asked repeatedly when Sheltons property was sold
by execution why these negroes were not sold and the reply
was that they were Mrs. Sheltons, but I never heard Mr. Shelton
William Shelton nor Bradshaw say any thing about it.

Question What were the Slaves bought by Bradshaw worth at the
by same time

Answer There was a woman and some children I understood
was sold, but do not know, and the woman I understood
was sold was worth \$500. as to the children I know nothing
about them.

Question What were the two boys worth that I'm Rascoe got of Bradshaw
by same or Shelton

Answer I know nothing about them

Question How long did the woman in controversy in this case remain in
by same William Sheltons possession next before Corbin carried them off

Answer If she was ever out of his possession from the time he bought
her and that has been a good while I do not know it, but I
heard she was.

Question Have you ever observed any change in the possession or
by same use of her since he first bought her up to the time Corbin
carried her off

Answer I have not sir.

Examiner

Question How often have you visited Mrs. Sheltons house per

Question Have you ever observed any change in the possession or
by same use of her since he first bought her up to the time Corbin
learned her off

Answer I have not Sir.

Cross

Examining Question How often have you visited Mrs. Sheltons house per
by Comptts Year for the last 16 or 8 years?
at to.

Answer Frequently in that time.

Question May not the possession of the Slaves in controversy have been
by same in others at various times & not in your knowledge or observation

Answer Certainly.

Question Have you not repeatedly heard the question asked and
by same by various persons, to whom these negroes belonged and
why they were not sold to satisfy Sheltons debts and
were they not answered invariably that they belonged to
Complainants?

Answer I do not know strictly who the negroes belonged to
but why they were not sold and the answer they were
Mrs Sheltons

Question Have you not repeatedly heard this question asked
by same and answered in the same way as above?

Answer Yes.

Question Have not the negroes in controversy so far as your
by same knowledge extending been regarding generally in the neighbour-
-hood as the property of Comptts from the time conveyed
to them by Bradshaw up to the time they were carried away
and sold by Corbin at least for some 16 or 8 years previous
to Corbins Sale

Answer I do not know

Question Have they not been so regarded for some time previous to
by same Corbins Sale if so how long

Answer As I have said it has been some time before Corbin sold
them, but how long I cant say

Question Was it not for some 3 4 or 5 years previous?

by same

Answer I could not say it was some 3.4. 5 years but I could say two or three years, but if it had been one two or three years, I could have answered in the affirmative. I could say one year or more.

Question Have you ever heard during this period that Mrs
by same Shelton claimed the Negroes in controversy

Answer I never have

Question Do I understand that you know nothing about the
by same purchase by Bradshaw or conveyance to Lemmitts of
the Negroes in controversy

Answer I know nothing of my own knowledge;
and further this deponent saith not
P. H. Burnett

Deposition Question by defendants
of Robinson How far have you lived from William Shelton for the last
Greenhau 10. or 12 years?

Answer for answer. I suppose it is about four miles.

Lefts

Question Were you at the sale of Shelton's slaves under execution
by same when Edward Bradshaw bought, and state if you know
the agreement between Shelton & Bradshaw on that occasion
in reference to said slaves?

Answer I was not there, and know nothing about either question

Question State if you ever knew or heard of Mrs Agnes Shelton claiming
by same the slaves in controversy before Lebin carried them off?

Answer I think I had heard that she had claimed them

Question State if the use and possession of them did or not
by same continue the same, before and after Bradshaw's purchase
up to the time Lebin carried them off?

Answer I think I had heard that she had claimed them

Question State if the use and possession of them did or not by same continue the same, before and after Bradshaw's purchase up to the time Corbin carried them off?

Answer I could not say any thing about that

Question Did you ever hear Mr. Shelton or her children claim said by same slaves before Corbin carried them off. if so how long before?

Answer Not that I recollect of.

Question Was it or not generally believed in the neighbourhood from by same the time of Bradshaw's purchase up to about a year before Corbin carried them off, that said slaves belonged to William Shelton or that Bradshaw held them under his execution purchase?

Answer I could not say that

deaf

Examined Question by Comptts atts. Do you know any thing at all in relation to these negroes, to whom they belonged or any other thing except as stated above?

Answer Not of my own knowledge

Question Were they not so far as your knowledge extended regarded by same in the neighbourhood as Mrs. Shelton's property and did you ever hear that they belonged to Mr. Shelton?

Answer That was my understanding.

Question How long ago has that been your understanding?
by depts

Answer I have no idea what time it was, It was during the time the negroes were there

Question State as near as you can, how it was before Corbin learned by some them off?

Answer I could not tell how long it was;

And further the deponent saith not

Roberson Greenshaw.

deposition Question by Comptts atty, How long have you been acquainted with Complainants and how far have you resided from them witness for the last 8 or 10 years?

Comptts

Answer As long as fifteen years with the exception of one year & have lived within three miles of them

Question Have you or not been acquainted with the negro woman by name & children in controversy in this suit ever since they were conveyed to Comptts by E Bradshaw or about that time

Answer I knew the woman but did not know the children.

Question Have they or not ever since the time they were conveyed to by name Comptts by Bradshaw been generally regarded in the neighbourhood as the property of the Complainants

Answer I cannot say for any particular time for I do not know certainly when Bradshaw conveyed them but I will say they were regarded the property of the Complainants as long as six or seven years.

Question Were they or not during the six or seven years above spoken of by name in the use and enjoyment and possession of the Complainants

Answer They were as far as I know for I frequently saw them there

Question Have you or not during the 6 or seven years by you spoken of by name repeatedly and frequently heard from various persons in the neighbourhood that the negroes in controversy belonged to Complainants

Answer They were as far as I know for I frequently saw them there

Question Have you or not during the 12 or seven years by you spoken of
by same repeatedly and frequently heard from various persons
in the neighbourhood that the negro in controversy belonged
to complainants

Answer I have by a good many

Question Have you or not during the 12 or seven years by you above
by same spoken of ever heard any one say that the negro in
controversy belonged to Wm Shelton?

Answer I cannot say I ever have.

Cross Examining

Question By depts att. State if you have not in that time heard persons
say the negroes were paid for by Shelton and conveyed to
Mrs Shelton and her children to prevent them from being
sold to pay said Sheltons debts?

Answer I do not know that I ever have

Question Was not that the opinion of many?

by same

Answer In talking with my neighbours they said it was their
opinion but never expressed themselves as having knowledge
of it

Question What was the negro woman worth when Bradshaw bought
by same her under execution

Answer I have no opinion what she was worth

Question How long have you known the woman

by same

Answer Some 9 or ten years

Question Have you ever observed any change in the possession, use
by same or enjoyment of the woman and children from the time you
first knew her, to the time Lebin carried her off some two years
ago?

Answer The negro have been there all the time as far as I knew and I have seen no change except about the gift to Mr. Shelton

Question Did not the woman belong to William Shelton when you by some first knew her?

Answer That was my understanding

Question Was it or not also your understanding that the negro woman by Comptts was sold under Execution some years ago and bought by Bradshaw and by him conveyed to Comptts and that they have owned her ever since to the time Corbin carried her to Tennessee?

The above Question is objected to by Defts

C. D. Bradley jrd

Answer That is my understanding.

And further the Defendant saith not

J. W. Hayes

Deposition Question by Comptts attor.

of Saml. How long have you known Complainants and how far have you resided from them for the last ten years

Witness for Answer. I have known them upwards of thirty years, and Comptts have lived about three miles from them during that time

Question Have you or ^{not} known the negro woman in controversy ever by some since she was conveyed to Comptts by Bradshaw.

Answer I have

Question Has she or not ever since about that time been regarded by some generally in the neighbourhood as belonging to Complainants

Answer I will say it was my understanding they did for three or four years previous to Corbin taking them off

Question Was it not the general understanding in the neighbourhood by some for some three or four years previously to the time Corbin carried her to Tennessee?

Answer That was my understanding

Question Was it not the general understanding in the neighborhood by some for some three or four years previously to the time Corbin carried her to Tennessee?

Answer That was my understanding

Question Did you or not act at some ^{time} during the years above by you by some spoken of as a constable in and for this County, if so how long and at ^{what} time

Answer I did, and I acted of Constable about the year 1850 and acted about fifteen months from February 1850.

Question Did you or not as such have various Executions in your by some hands and against Mrs Shelton in the year 1850 and previous to the time Corbin carried the negroes away?

Answer Yes.

Question Did you or not frequently enquire during this time about the by some negroes and were you not invariably informed that they were the property of Complainants & were not subject to Mrs Sheltons debts?

Answer My understanding was that the negroes was not liable to William Sheltons debts, for my understanding was there had been Executions in the Sheriffs hands and this property was not liable

Question Were or not the negroes in controversy for some years previous by some to the time Corbin carried them away in the use, possession and enjoyment of the complainants

Answer Yes they were.

Question Did you know the negro woman ^{in controversy} from the time Mrs Shelton by ~~Defts~~ bought her?

Answer I did Sir

Question Was there ever any change in the use of said Slave and her
by same children from the time Shelton bought her until Corbin carried
them off so far as you know

Answer No.

Question How far do you live from said Shelton?

by same

Answer About three miles

Question Has not William Shelton been regarded as insolvent for the last
by same 10 or twelve years?

Answer Some eight or ten years; he has.

Question Did you ever hear William Shelton or his wife say before about
by same the time Corbin carried off said woman & children that they
belonged to Mrs Shelton and children?

Answer Yes Sir, it was about the time.

Question Did you ever hear either of them make such a statement before
by same about the time Corbin carried them off?

Answer I do not think I did.

Question Were you at the sale when Bradshaw bought the woman & children
by same

Answer I was not there

Question What was the woman & two boys each worth at the time Bradshaw
by same bought them?

Answer The woman was worth \$500. I was not sufficiently acquainted
with the children to say what they were worth.

Question State if you know or hear of any thing of the understanding
by same between Bradshaw and Shelton by which Bradshaw was to convey
said Slaves to Mrs Shelton and children upon Bradshaw's being
paid his debt?

Answer My understanding was that two of the negroes was sold and
Bradshaw got the purchase money and the balance of the negroes
was conveyed to Mrs Shelton by Bradshaw and
this I understood from William Shelton after the negroes
was taken to Blacksville.

paid his debt?

Answer My understanding was that two of the negroes was sold and Bradshaw got the purchase money and the balance of the negroes was conveyed to Mr. Shelton by Bradshaw and this I understood from William Shelton after the negroes was taken to Clarksville.

Question Do you know of any understanding between Shelton and Bradshaw by Comp'ts by which Bradshaw ~~agrees to~~ convey the negroes in controversy to Comp'ts upon Bradshaw being paid the purchase money?

Answer I know of no such understanding.

Question Was it not your understanding that Bradshaw had paid by ~~him~~ the purchase money for the slaves and that he conveyed the woman in controversy to Mr. Shelton & children?

Answer I know nothing about that at all
and further the deponent saith not

Saml. Davidson

deposition Question by complainant's atty.

of J.M. Are you ~~not~~ not acquainted with the negroes in controversy in Roscoe this suit If so how long have you known them

Witness for

Compt's Answer. I am acquainted with the woman & have known her for some 8 or ten years and probably longer, and I have seen some one or two of the children

Question Did you or not purchase or contract for the negro woman in by ~~same~~ controversy some years ago from one E. Bradshaw If so please state the time as nearly as you can

Answer. I purchased the woman from E. Bradshaw and three of the children I think in the Spring 1844 or 45.

Question Did you or not in some time after the purchase of said by ~~same~~ woman let Bradshaw have her again by his agreeing to let you retain her children. If so state all you know about it?

Answer I rescinded the contract with Mr. Bradshaw as far as the woman and child was concerning and I kept the two

140) oldest boy, and I kept the whole of them some 8 or ten days
I then recended the Contract

Question Did or not E Bradshaw convey said negro woman & child
by same to Mrs Shelton and other Complainants after the recission
of the Contract between you and him

Answer There was a transfer of the woman but not of the child

Question Were you or not a Subscribing Witness to the instrument of
by same conveying the negro woman to Mrs Shelton & children
the Compts in this Suit by E Bradshaw?

Answer I think I was

Question Was or not the negro woman in controversy at the time of con-
veyance spoken of above by you put in the possession of
Complainants

Answer They were I think the next day after the transaction

Question Was she or not continued in the uninterrupted use, enjoyment
by same and possession of the Complainants from that time up to
the time they were carried away by one G Corbin?

Answer They have as far as I know

Question From the time of the conveyance to the Complainants by E
by same Bradshaw to the time the slaves were carried away by
Corbin was it or not, the general understanding in the
neighbourhood so far as you know, that she belonged to
Complainants

Answer I cannot say as to the general understanding, but it was
my understanding that she did

Question Did or not E Bradshaw some time after the conveyance to Compts
by same of the woman sell and convey to you the child of the woman
by you above spoken of

Answer I got the child spoken of through Majr Shelton and his

Question Did or not E Bradshaw some time after the conveyance to Compten
by same of the woman sell and convey to you the child of the woman
by you above spoken of

Answer I got the child spoken of through Majr Shelton and his
wife for which I paid \$375. to Mrs Shelton

Question Did or not Gamaliel Lebin at some time previously to the
by same time he carried the slaves to Tennessee tell you that he knew
the Negro in controversy belonged to Complainants or some
thing to that effect?

objecting to by defendants Counsel

Answer Mr Lebin had a conversation with me concerning the woman
I told him that Mr Bradshaw had conveyed the woman ~~and~~
~~her children~~ to Mrs Shelton and her children; & he stated he
did not think the conveyance was a legal one because it
had not been recorded, & he intended to take the negroes
and have them sold.

Question Was it not urged by Lebin in that conversation as the
by same only reason he regarded the conveyance defective was because
it had not been recorded that he knew of its existence
before?

Answer Yes.

Prop Question by defendants, How long was after Bradshaw
Examined bought the woman and children under execution before
you bought them?

Answer I do not know for I have no recollection certain about
the time

Question What were the woman & children worth when you bought
by same them?

Answer I think I was to give one thousand fifty dollars or eleven
hundred & fifty I do not know which & I thought things was
worth that money

⁴¹
Question Who negotiated the trade with you for the woman & children
by Sam and who gave you the bill of sale? State all about it

Answer William Shelton told me the negro woman & children was
at his house for sale that he had no right to them but
if he could find a purchaser he would find a man
that would make a right, stating that the negroes belonged
to Mr Bradshaw, I went down and looked at the negroes,
I went to see Mr Bradshaw and Shelton went with me to his
store & I agreed with him for the negroes, I paid ^{him} part of
the money and gave him my note for the balance and Mr
Bradshaw made the Bill of Sale and rec^d the money.

Question Did not you and Shelton agree upon the price of said
by Sam Negroes before you went to see Bradshaw or was there
no understanding to that effect?

Answer I do not recollect there was, he told me the price and
it was more than I was willing to give & we went
to see Bradshaw, & my recollection is that I got the
negroes for less money than Shelton said ^{that} I could
get them for

Question Who negotiated with you the rescission of the Contract
by Sam as to the woman and who did you convey her to?
Tell all you know about it

Answer Shelton came to me after I had the negroes in possession some
days and asked me how I was pleased with my purchase
and asked me if I would rescind the Contract after
talking with me for some time I told him I would
as far as the woman and child was concerning
provided I could my ^{get} riding horse in at one hundred
dollars in payment for the two boys, we went up in a
day or two to see Mr Bradshaw & with him I rescinded
the Contract as far as the woman and child was concerning,
I afterwards sent the woman to Mr Shelton's he
and Mrs Agnes Shelton living together

Question Did or not William Shelton or Mr Bradshaw at some time
by Sam during these various conferences, tell you that Bradshaw

dollars in payment for the two boys, we went up in a day or two to see Mr Bradshaw & with him I renewed the contract as far as the woman and child was concerned, I afterwards sent the woman to Mr. Shelton he and Mrs Agnes Shelton living together

Question Did or not William Shelton or Mr Bradshaw at some time by name during these various conferences, tell you that Bradshaw had agreed to convey back the negroes to Mr. Shelton or any person he desired if he could get his money?

Answer They never did that I recollect of

Question Did or not Mr. Bradshaw say he was willing to convey by name to any one if he got his money

Answer Never in my presence that I recollect of

Question Did or not Shelton tell you Bradshaw would convey to by name any one he wished if he Bradshaw was paid his money
The attorney for complainants objects to the above question.

Answer He never told me so

Question Did or not Shelton tell you any thing to the effect indicated by name - cited by any of the above questions? State all about it objected to by the atty for complainants

Answer I do not recollect that Shelton ever said Bradshaw would do any thing that he wanted if he got his money.

Question Did Shelton ever give you to understand before Bradshaw by name made the conveyance to Mr. Shelton & children either by word or act that he was to have the benefit of the balance of the value of the negroes after Bradshaw's debts were paid, or any thing to that effect?

objected to by complainants attorney

Answer He never did.

Question Did ^{Mr} Shelton ever tell you that Bradshaw said he would by name not keep the negroes at that price, or all that he wanted

(42) was his money?

The above Question objected to

Answer I have no recollection of his telling that.

Question Did you observe any change in the use and possession of the
by same Negro woman & child after the conveyance from Bradshaw
to Mr. Shelton different from the use and possession before
you bought her?

Answer I sent the Negro to Mr. Shelton and if look man or life
authority before or after that, I do not ^{see} it.

Question Where was Bradshaw when conveying the woman to Mr.
by same Shelton?

Answer He made the deed of gift at Hopkinsville. The
woman was at my house at the time

Question Who was present

by same

Answer There was no person present but myself, Mr. Shelton and
Bradshaw, I was called into the room where they fixed
the writing and was requested to witness the deed of
gift, It was my understanding they called it a deed of
gift, for I did not read it.

Question Did you learn from Shelton or Bradshaw either from their
by same words or acts at the time that the deed of gift or bill
of sale spoken of by you was made at Shelton's request?

Answer I did not.

Question Was not the conveyance from Bradshaw to complainants
by Compts written and signed in his Bradshaw's counting
atty room in Hopkinsville

Answer I did not see it written but I was called in
Bradshaw's counting room in Hopkinsville to witness
it

And further the deponent saith not.

by Comptts written and signed in his Brudshaws Counting
atty room in Hopkinsville

Answer I did not see it written but I was called in
Brudshaws Counting room in Hopkinsville to witness
it

And further the deponent saith not.

J. M. Masco

Agreement We the undersigned agree that Richard P. Dawson
an Examiner appointed under the laws of Kentucky
to take depositions should take and certify the foregoing
depositions

17th August 1852

C. D. Bradley for Deft

John M. Pope

Thos. H. Sabney

atty for Comptts

Examiner The foregoing depositions of Sepenty Nance, C. A. Houtts
Certificate W. G. Devenport, P. H. Burnett Robinson Greenshaw
Saml. Dawson and James M. Masco & was taken
before me Richard P. Dawson an Examiner for Trigg County
in the State of Kentucky at the place and on the 16th
and 17th of August 1852 and was reduced to writing
by me in the presence of the deponents the attys for the
complainants and defendants being present at the
taking of the same - And I do certify that I am not
Agent, attorney or solicitor for either party, and that
I am in no way interested in the result of said
suit; given under my hand and Seal the 17th
day of August 1852

Rich^d. P. Dawson
Examiner for Trigg County
Ky

Seal

original 43

Bill of Know all men by these presents that we William Shelton
Salepurn and Agnes Shelton his wife of the County of Trigg and
Agnes State of Kentucky do hereby Sell and convey unto
Shelton Gamaliel Corbin of the County of Christian and
William State of Kentucky four Negroes to wit Negro woman
Shelton to Flora and her three children Charlotte Thomas, Junius
Glendon Slaves for life for and in consideration of the sum of
fifty 7th the sum of about Eight hundred and forty dollars
Ap^r 1852 it being about the amount of an Execution now in the
hands of — Savills deputy Sheriff of the County of
Trigg and in favour of Minkens and Gant of
Christian County Ky November 8th 1850

attest
Thos. C. Babney

Agnes ^{her} Shelton
^{ma} William Shelton

agreement It is agreed this may be read without further proof
Baird
Shackelford

Exhibit Know all men by these presents that I Edward Bradshaw of
Marion the County of Christian and State of Kentucky for and in
(A) Consideration of the sum of one dollar to me in hand paid
in original have this day sold to William Shelton as Trustee for
Bill Agnes Shelton his wife and their three children Ellen
Jane Shelton, Marretta Manerva Shelton and Elizabeth
Shelton a Negro woman named Flora and all her
increase from this time to have and to hold the same
for their use and benefit forever in testimony whereof
I have this day set my hand and seal

May 15th 1844

Edward Bradshaw (Seal)

attest

J M Rasco

deposition Interrogatory by Complainants atty, Have you examined
of the paper marked (a) purporting to have been executed
J M by Edward Bradshaw upon the fifteenth of May
Rasco 1844 to William Shelton as Trustee for Complainants
Marion for Negro woman Flora & her increase. If so state whether
for Comptly or Not you are a subscribing Witness to the same and

deposition Interrogatory by Complainants atty, Have you examined
of the paper marked (a) purporting to have been executed
I.M. by Edward Bradshaw upon the fifteenth of May
1844 to William Shelton as Trustee for Complainants
Witness for Negro Woman Flora & her increase. If so state whether
for Comptly or Not you are a Subscribing Witness to the same and
whether or not the same is genuine & was or not executed
& delivered upon the day and year therein named

Answer I believe the paper marked (a) to be a ~~genuine~~ paper
to which I subscribed my name as a Witness, I believe
the paper to be genuine and was executed and delivered
on the day therein mentioned

Question Are you or not a Subscribing Witness thereto
by same

Answer I am

Question Was it or not executed and delivered upon the fifteenth
by same day of May 1844. the day upon which it purports to have
been ~~written~~ executed

Answer That is my recollection

Cross

Examined Question by Defts. Pops atty

Are you certain that the paper referred to above by you
was executed in your presence on the day it bears date

Answer It is my impression it was from the fact that the woman
was my property in the fore part of the day

Question Can you give any fact which fixes that day to be the day mentioned
by same in the paper

Answer I cannot but from the fact that the Bill of Sale of Edward
Bradshaw to me was given on the same day

Question Did you read ^{said} paper or hear it read?
by same

Answer I did not

⁴⁴
Question Can you then state with certainty that the paper marked
by Sam & a is the same paper executed by Bradshaw?

Answer I can state that I do, from the fact of my signature
being to it. and from the fact of Bradshaw or Shelton
stating that was a deed of gift to Mr. Shelton and
her then youngest children

Question Was the paper you saw executed delivered to Mr. Shelton
by Sam in your presence

Answer It is my recollection it was

Question At the time Mr. Bradshaw executed the deed of gift
by Sam of which you have spoken, did he still hold one of
the boys which he had purchased when he bought
Flora and her family

Answer he did.

Question Do you know any thing of the execution by Bradshaw,
by Sam of another deed of gift of Flora & her increase and
the boy Sam for the use of Mr. Shelton & her daughters,
and the consignment of the first and if so tell all
you know about it?

Answer I know nothing of any deed of gift for Flora but
the one spoken of I have seen a bill of sale of Mr.
Bradshaw to Mrs. Shelton for the boy Sam

Question Was there any other slave except Sam mentioned
by Sampter in the last Bill of Sale viz the one for Sam
atty

Answer There was no other,

the above question was objected to by
the counsel for the defendants

Question Is or not the boy Sam by you above spoken of
by Sam in ans. to Defts. Question one of the negroes in
controversy in this suit

the Counsel for the defendants

Question Is or not the boy Sam by you above spoken of
by same in ans. to Defts Question one of the negroes in
Controversy in this Suit

Answer He is not.

Question What is the date of the Bill of Sale from Bradshaw
by same to you spoken of by you in ans. to defendants as being
executed upon the same day with the one from
Bradshaw to William Sketton as Trustee for Comptts
above referred to

Answer It was on the 15th day of May 1844
and further this deponent sayeth not
J. M. Rasco

Exhibit \$100.

Ex. Four months after date I promise to pay to Edward Bradshaw
J. M. Rasco's one hundred dollars for value Received Witness my hand
^{Note to}
E. Bradshaw May 15th 1844

deposition Question by Comptts, Examine the Bill of Sale Executed by
J. M. Rasco Edward Bradshaw to William Sketton as Trustee for his
Witness for Wife Agnes and three children as stated in said Bill
Comptts of Sale dated 15 of May 1844 and the same attached
to your for deposition taken in this Cause and marked
exhibit (A) State if you witnessed said Bill of Sale
at the time it bears date, at whose request, and all
the circumstances, and if you are certain you witnessed it
on the day it bears

Answer I have examined the Bill of Sale dated the fifteenth of May 1844
and attached to my former deposition taken at Hopkinsville in this
Cause & this is my signature as a witness to the same, From
the fact that the Bill of Sale that Edward Bradshaw executed
to me for two negroes marked exhibit B in William Sketton's
deposition in this Cause and from the fact, that on that
day I executed to Edward Bradshaw my note for one
hundred dollars

hundred dollars here filed marked C and made a part of this deposition. I am satisfied that the Bill of Sale from Bradshaw to William Shelton as Trustee for Agnes Shelton his wife and their three children and attested by me was executed and delivered on the day it bears date. I was in Hopkinsville on that day, I had purchased the family of negroes, the woman and three children, and he had given me a bill of sale some few days before for the negro Flora and her three children on that day I recinded the contract as far as the woman and her child Sam were concerned, I kept the two oldest boys Preply and Reuben, and he then executed to me the bill of sale marked exhibit (B) in Sheltons deposition. And he also executed at the same time the Bill of Sale marked exhibit (A) in my former deposition to which I am a witness, and at that time I delivered up to him the former Bill of Sale that Bradshaw had executed to me for the four negroes; After Mr. Bradshaw and I had finished our business I left the room, Mr. Bradshaw & Mr. Shelton remained in the room, in a few minutes thereafter I was called in and requested to witness the Bill of Sale marked Exhibit (A) as specified above, I asked if it was necessary for me to read it, and either one or both of them stated that it was not, that it was a deed of gift to Mrs. Shelton and her three children, and I then without reading it witnessed it; I never had after this any other transaction with Bradshaw concerning said negroes, and I never witnessed any other Bill of Sale, of any kind, executed by Edward Bradshaw to any person, except the one specified above, and that was on the day it bears date the 15th of May 1844

Question You state you had purchased the four negroes from Bradshaw, Flora and her three children, had you taken them home and were they at your house at the time the Bills of Sale specified were executed

Answer At the time I purchased the four negroes from Bradshaw they were at Mr. Sheltons House, the next day after I made the

by same Bradshaw, Flora and her three children, had you taken them home and were they at your house at the time the Bill of Sale specified were executed

Answer At the time I purchased the four negroes from Bradshaw they were at Mr. Shelton's House, the next day after I made the purchase I went to Mr. Shelton for the negroes, they were not well clad, Mrs. Shelton said she had some clothing to make for the negro children, and if I would let them stay until Sunday their father would be the then and she would send them by him to my house which she did; I kept them there until I recinded the contract as far as the woman and child were concerned I got over the love of the slaves ~~that~~ I purchased as before stated. Within a few days after the execution of the bill of sale by Edward Bradshaw to William Shelton as Trustee for his wife and three children I sent the negro woman Flora and her child to Mrs. Shelton, my understanding at the time was that Mr. Bradshaw was the owner of the child Sam

Question Did you afterwards purchase the negro child Sam and from by same whom

Answer I afterwards purchased the negro boy Sam from Mrs. Shelton and paid her the money. I saw the bill of sale from Bradshaw to Mrs. Shelton for the said boy Sam, and believing her title good I paid her the money

Question Did you not after the Execution of the Bill of Sale by by same Bradshaw for the woman Flora speak of it to the neighbours and was there any concealment relative to it, and was not the negro Flora regarded and claimed by Mrs. Shelton and her children as their property from the execution of the Bill of Sale?

Answer Shortly after the execution of the bill of sale I mentioned it frequently, my understanding was that the negro woman Flora belonged to Mrs. Shelton and her three children, I never heard any other claim set up to them. Robin came to me a few days before he took them off, and I told him the property was Mrs. Shelton's and her children's, Robin said that the bill of sale had never been

(46) recorded and that he intended to take them and see them

Question Did not the woman Flora and her ~~increase~~ after the execution
by same of the Bill of Sale By Bradshaw as stated by you remain in the
possession of Mr. Shelton or Mr. Shelton until they were taken off
by Leabin in 1850.

Answer It is my understanding they did; I saw them there, the woman
frequently came to my house to see her children

Question When you saw the woman at Sheltons as spoken of in your ans.
by the depts to the last question; was she not engaged in doing work
for the family, as servants of her character usually do
about the premises of their owner?

Answer I saw the woman frequently, was attending to the house
business as servants of her order generally do.

And further this deponent sayeth not.

J M Rasco

deposition Question by the complainants,

of
Mr. A. Bacon How long have you been acquainted with James M Rasco
Mr. Rasco and how far do you live from him?

Comptly

Answer I have known Mr Rasco about twelve years and have
lived for the last five years within about two miles
during which time I have been intimately acquainted with
him

Question Would or not you believe him on oath in any court
by same of Justice

Answer Certainly I would.

Question Would you or not believe William Shelton also on oath
by same

Answer I Certainly would

Question Mr Bacon how far do you live from William Shelton and
by same how long have you been acquainted with him?

Answer About two or two and a half miles and have been ac-
quainted with him about Ten or Twelve years.

Question Mr Bacon how far do you live from William Shetton and by same how long have you been acquainted with him?

Answer About two or two and a half miles and have been acquainted with him about Ten or Twelve years.

and further the deponent saith not

Chas a Bacon

deposition Question by same, Mr Lewis how long have you been acquainted of Chesley with James M Rasco, and how far do you live from him?

D Lewis

Answer I have been acquainted with Mr Rasco about fifteen years.

Question Do you or not look on James M Rasco as an honest and by same honorable man, and would you believe him on oath?

Answer: I look on him as an honorable ~~and~~ honest man, and would believe him on oath.

Question Mr Lewis how long have you been acquainted with William by same Shetton.

Answer I have been acquainted with him some twenty years -

Question Do you look on William Shetton Shetton as an honest man by same and would believe him on oath?

Answer I look on him as an honest man and would believe him on oath.

And further the deponent saith not.

C D Lewis

deposition Question by Complainant, Mr Dawson how far do you live of John from James M Rasco, and long have been acquainted with Dawson him?

Answer About a mile and a half, and have ^{been} acquainted with him about twenty five years.

Question Do you or not consider him an honorable man and would by same

(47) you believe him on oath?

Answer I believe him an honorable man, and would believe him on oath.

Question Mr Dawson, how long have you been acquainted with
by same William Shelton & how far do you live from him?

Answer I Judge I have ^{been} acquainted with him some thirty five
years and I live about four miles from him

Question Do or not you believe him to be an honest man, & would
by same you believe him on oath?

Answer Yes If he was to say any thing on oath I would
believe every word of it.

And further the deponent saith not
John Dawson

deposition Question by complainants, Mr Heatts, how far do you
of live from James M Rasco. and how long have you
Heatts been acquainted with him?

Answer I live about a mile and a half I suppose, and
been acquainted with him between twenty & twenty five
years

Question Do you or not consider him an honorable man & would
by same you believe him on oath?

Answer I consider him an honorable man and would believe
him on oath

Question Mr Heatts how far do you live from William Shelton & how
by same long have you been acquainted with him?

Answer I live about three miles or three and a half & I have been
acquainted with him about twenty years.

Question Mr Heatts do you not consider William Shelton to be an
by same honest man and would you believe him on oath?

Answer I live about three miles or three and a half & I have been acquainted with him about twenty years.

Question Mr. Hutton do you not consider William Shelton to be an
by same honest man and would you believe him on oath?

Answer I believe him to be an honest man and would believe
him on oath.

And further the Deponent saith not
C. N. Hutton

Deposition Question by Complainants. Mr. Nance How far do you live
of I from James M. Rasco & How long have you been acquainted
Nance with him?

Answer Perhaps three miles, and been acquainted with him some
twenty years

Question Mr. Nance you consider him an honest man & would you
by same believe him on oath?

Answer I believe James M. Rasco to be an honest man. And I would
believe him on oath

Question General Nance how far do you live from William Shelton
by same and how long have ^{you} been acquainted with him

Answer I live about two and a half miles from him and have been
acquainted with him about twenty one years

Question Do you or not believe William Shelton ^{to be} an honest man and
by same would you believe his evidence on oath?

Answer I do believe William Shelton ^{to be} an honest man and I would
believe him on oath.

And further the Deponent saith not.
S. Nance

Deposition Question by same, Mr. Brenshaw how far do you live from James
of R. Brenshaw M. Rasco and how long have you been acquainted with
him?

Answer I live about two miles from him, and have known him
some 16 or 18 years

Question Do or not you consider him to be an honest and honorable
by same man, and would you give full credit to his evidence
on oath?

Answer I would Sir.

Question Mr Grenshaw, how far do you live from William
by same Shelton, and how long have you known him?

Answer It is my impression that I live about four ^{miles} and
have been acquainted with him about twenty five or
twenty six years.

Question Do you or not consider him an honest man, and would
by same you believe him on oath?

Answer I believe him to be an honest man, and would believe
him on oath. And further this deponent saith not.

Roberson Grenshaw.

deposition Question by complainants, How far do you live from James
of Saml. M. Masco + how long have you been acquainted with
Dawson him?

Answer I live about a mile and a half from James M Masco
and have been acquainted with him about 20 years

Question Do or not you consider him a honorable man and
by same would you or not give full credit to his evidence
on oath?

Answer I Consider him an honest man, and would give
as much credit to his evidence as any man.

Question Mr Dawson, how far do you live from William Shelton
by same and how long have you been acquainted with him

Answer I live about three miles from him, and have been
acquainted with him for 35 years.

Question Do or not you consider him an honest man and
by same would you believe him on oath

Answer I would Certainly. and further this deponent saith not
Saml. Dawson

Question Do or not you consider him an honest man and by same would you believe him on oath

answers I would certainly. and further this deponent saith not
Sam. Dawson

deposition Question by same, Mr Dawson how far do you live from of the James M Rasco and how long have you been acquainted with him?

Answer I live about a mile from James M Rasco and have been acquainted with him about 20 years

Question Do or not you consider him an honest man and would by same you or not give full credit to his evidence on oath

Answer I believe him to be an honest man and would give full credit to his evidence

Question Mr Dawson how far do you live from William Shelton, and by same how long have you been acquainted with him?

Answer About four miles and have acquainted with him 30 or thirty five years

Question Do you or not consider him a honest man & would by same you believe him on oath?

Answer I consider him an honest man and I would believe him on oath. and further the deponent saith not.
Thomas D Dawson

deposition Question by Complainants, Mr Sedford how far do you of Center live from James M Rasco and how long have you been Sedford acquainted with him?

Answer I have known him for 15 years & I live about four miles from him.

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Question Do you or not consider him an honorable man & would
by same you or not give credit to his evidence on oath?

Answer I consider him an honorable man and would give
full credit to his evidence on oath.

Question Mr Seaford how far do you live from William Shelton
by same and how long have you been acquainted with him.

Answer I live about two and a half miles from him, and been
acquainted with him 20 years or twenty five years

Question Do or not you consider him to be an honest man and
by same would believe his evidence on oath?

Answer I do consider him to be an honest man and give
full credit to his testimony on oath.
And further the deponent saith not.

Carter Seaford

deposition Question by same, Mr Burnett how far do you live from James
of P. H. M. Rasco and how long have you been acquainted with
Burnett him

Answer I suppose it to be about three miles, I have known him
James M Rasco I will say twenty five years

Question Do you or not consider him an honest man and would
by same you give full credit to his evidence on oath?

Answer I consider him a honest man, and give full credit to his
evidence on oath.

Question Mr Burnett how far do you live from William Shelton and
by same how long have you been acquainted with him?

Answer I suppose it about two miles and a half and have
been acquainted with him thirty five years.

Question Do you or not consider him a honest man and would
by same you give full credit to his evidence on oath?

Answer I suppose it about two miles and a half and have been acquainted with him thirty five years.

Question Do you or not consider him a honest man and would
by same you give full credit to his evidence on oath?

Answer I consider him an honest man, and would give full credit to his evidence if on oath.

And further this deponent saith not

J^r H Burnett

deposition Question by Complainant, Mr Garnett how far do you
of the live from James M Kaseo and how long have ^{you} been ac-
quainted with him

Answer I live about four miles from S^r J M Kaseo and have been acquainted with him for about twenty years.

Question Do you or not consider him an honorable man & would
by same you or not give full credit to any evidence he might
give on oath?

Answer I consider him an honorable man and certainly would give credit to any testimony he might give on oath.

Question How far do you live from William Shelton and how
by same long have you been acquainted with him?

Answer I suppose it to be about five miles and have been acquainted with him about twenty five years

Question Do you consider him an honest man and would you
by same give full credit to his evidence on oath?

Answer I do consider Will Shelton an honest man and I would give full credit to his evidence on oath.

And further the deponent saith not

Thos^r Garnett

deposition Question by complainants, How far do you live from J M of A. Rasco and how long have you been acquainted with him
Ledford

Answer I Judge between $3\frac{1}{2}$ and four miles and have been acquainted with him some 15 or eighteen years.

Question Do you or not consider him an honest man and ^{would} give by same full credit & faith to any evidence he would give upon oath?

Answer I do consider J M Rasco an honest man and would give credit to any evidence he would give on oath

Question How far do you live from William Shelton and how long by same have you been acquainted with him?

Answer About one and a half miles and been acquainted with said Shelton some 20 or 25 years

Question Do you or not consider him Mr Shelton an honest man by same and would you or not give credit to his evidence on oath?

Answer I consider him an honest man and would give credit to his evidence on oath.

and further this deponent saith not.

A Ledford

deposition Question by Complainant, How far do you live from J M of James Rasco and how long have you been acquainted with him

Answer I live about three miles and a half and have been acquainted with him the rise of twenty years

Question Do you or not consider him a honest man and would by same you or not give credit to his evidences on oath?

Answer I do consider him an honest man and would give credit to his evidence on oath

Question How far do you live from William Shelton How long by same have you been acquainted with him

by Sam you or not give credit to his evidences on oath?

Answer I do consider him an honest man and would give credit to his evidence on oath

Question How far do you live from William Shelton how long by Sam have you been acquainted with him

Answer About four miles and have been acquainted with him Twenty years or more

Question Do you consider him an honest man and would by Sam you believe him on oath

Answer I have always looked upon him as such and would believe him on oath. and further the deponent saith not
Jas. Garnett

deposition Question By defendants,
of Geo At the time Corbin & Shelton were here trying to sell the western Negroes to Capt. Pope, did he ask you whether you knew Shelton & Corbin state what you told him

Answer He asked me if I was acquainted with their character and standing. I told him I did not suppose there was any thing wrong in the sale of the negroes; they were both broke and were selling the negroes through necessity, but were regarded as honest men.

Question Did not Corbin and Shelton tell you about the title by Sam of the negroes the day before Pope spoke to you and did counsel you not tell Pope how Corbin had acquired the title state your best impression

Answer Mr. Corbin told me that he had an Execution against Shelton and he went there to levy on the negroes that Mrs. Shelton and her children claimed the negroes, and it was agreed by Mrs. Shelton and Shelton that Corbin

Should take the negroes and sell them and paying the
 execution pay Mr. Shelton the balance. This conversation
 there was my little said by me to Pope at the time he
 first spoke to me relative to the men. I do not think
 at that time that I had any conversation except as
 to the character of the men, I told him I thought
 the title would be good. I lived about 200 yards
 from Pope at the time. I won't be certain whether
 the conversation with Leobin & Shelton above related
 was before or since Pope's Purchase, I have had frequent
 conversations with them about it, I think I said nothing
 to Pope at the time except in reply to his inquiring about
 the character of the men we had but few more.
 Subscribing I sworn to before

Met Octo 20 1852

George Western

Thos. J. Munford & M

Agnes Shelton
 or?

decreed John M. Pope et al. 3 This day this cause came on before the
 Chancellor upon the pleadings & proof in
 the cause & it appearing that Edward Bradshaw on the
 15th May 1844 conveyed the negro woman Flora & her future
 increase to Mr. Shelton as trustee for his wife Agnes & the
 other complainants who are minors and the children of the
 said Agnes & that the said Flora went into the possession of said
 Shelton as trustee & that she was used by the complainants
 and said Shelton as trustee as aforesaid for their benefit
 and the said Flora and the other slaves set forth in
 the Bill who are her increase were held by Shelton as trustee
 and the complainants and were in possession of complainants
 until the 8th November 1850 more than six years and
 claimed & recognized by complainants & were in their actual
 possession for more than six years, and the Court being
 of opinion that the execution of the Bill of Sale
 by Bradshaw on the 15th May 1844, vested the legal title
 of the slave Flora and her increase in Shelton as trustee
 though the bill of sale was void as to creditors and

until the 8th November 1850 more than six years and
claimed & recognized by Comptts. & were in their actual
possession for more than six years, and the Court being
of opinion that the execution of the Bill of Sale
by Bradshaw, on the 15th May 1844, vested the legal title
of the Slave flora and her increase in Shelton as trustee
though the bill of Sale was void as to creditors and
subsequent purchasers by the Statutes of Kentucky (the
same not being registered), yet the Comptts having had
the possession of said Slaves from the execution of
the Bill of Sale until the 8th November 1850 which was
more than three years, vested the absolute title in the
Slaves Flora and her increase in the said William
Shelton as trustee for his wife and the Complainants &
that the title so vested was good against subsequent
purchasers or creditors with or without notice It further
appeared to the Court Gabriel Corbin who purchased the
Slaves of Shelton & wife had full knowledge of
the title of Comptts, that he conveyed said Slaves
to said defendants & the Court being of opinion that
Agnes Shelton had no right to convey her interest by Bill
of Sale & that said bill of Sale was inoperative and
void & vested no right in the said Corbin under whose
title said defts claim & that the said Bill of Sale was a
fraud upon the rights of Comptts & that defts acquired
no title to the Slaves by their purchase from Corbin & that
Comptts are entitled to recover the said Slaves & have
the same delivered up to them together with the increase
since defendants purchase.

It is therefore Ordered adjudged & Decreed By the Court
that the Comptts recover of John W Pope & wife Rebecca &
John Pope & James S Pope the children of said John W &
Rebecca Pope the Slaves Flora, Thomas, Jerimma, Charlotte &
the child born since 8th Nov 1850 & that they deliver them
up to the Clerk & master of this Court & in the event
that they refuse to deliver them the Clerk & master will
issue an attachment to the Sheriff of Montgomery County
who will take said Slaves & deliver them up to the Clerk & master
of this Court. It appearing to the Court that Mr Shelton is an
improvident man it is unsafe for him to act as trustee &
that he ought to be removed & doth so order, adjudge & decree.

It is further ordered & decreed by the Court, ^{that} Matthew Mayes of
 leading Ky. be appointed Trustee for the Comptts. & he here accepts
 the same that he hold the sd. Slaves for the benefit & use of
 said Agnes & the other Complainants free from the debts and
 contracts of her husband. It further appearing to the Court
 that Henry & Shackelford attys. of this Court have prosecuted
 this suit for the benefit of Comptts being a feme covert & minor
 & that the same was taken by appeal to the Supreme Court and
 reversed and sent back to this Court, & that their fee ought
 to be paid out of the property of Comptts & that one hundred
 and fifty dollars would be a reasonable fee for the prosecution
 of this suit. It is therefore ordered that the same be allowed them
 and that they have a lien on said Slaves for the payment of
 the same. It is further ordered that Comptts pay the Costs of
 this Cause within forty of the rise of this Court, & also
 the said fee, of one hundred and fifty dollars to said Henry
 & Shackelford, & in default the Clerk and Master will
 sell one of the Slaves, to raise means to pay said fee as
 also the Costs & to deliver after paying first said fee and
 costs the Negroes, as well as the fund if any remain to Matthew
 Mayes, as Trustee or his order.

From which Defts pray an appeal to the next term of
 the Supreme Court at Nashville which is allowed upon the
 Defts giving bond and security as required by law, by the
 Second Rule day - It further appearing in this Cause that
 the Comptts offered to read the deposition of Wm Shelton one
 of the defendants & which was objected to by Counsel of Defts
 And it appearing from an inspection of the deposition to
 the Court that Deft Pope had been examined & the Court
 being of opinion that the Witness thereby became a competent
 Witness, the exception was overruled & the said deposition
 read on the trial.

to which defendant Excepting

appeal Know all men by these presents that we John M Pope &
 Bond J. E. Bailey of the County of Montgomery and State of
 Tennessee are held and firmly bound unto Agnes Shelton &
 others in the sum of Five hundred dollars current
 money of said State, to be paid unto the said Agnes
 Shelton and others their heirs Executors, administrators &c
 forthwith and lawfully by them or their heirs or assigns

appears Know all men by these presents that we John M Pope & Bond J. E. Bailey of the County of Montgomery and State of Tennessee are held and firmly bound unto Agnes Shelton & others in the sum of Five hundred Dollars Current money of said State, to be paid unto the said Agnes Shelton and others their heirs Executors, administrators &c jointly and severally, firmly by these presents, sealed with our seals and dated the 4th day of November 1852

The condition of the above obligation is such, that whereas in a Cause on an injunction Bill prosecuted in the chancery Court at Clarksville by Agnes Shelton and others Complainants against John M Pope and others defendants, a decree was this day rendered by said Court against John M Pope and others for &c &c. From which ~~decree~~ the said John M Pope & others prayed an appeal to the next Supreme Court to be held at Nashville. Now if the said John M Pope & others shall prosecute said appeal with effect, or in case of failure therein, shall pay and satisfy all damages and costs which may be awarded against them for wrongfully prosecuting said appeal, and shall further abide by, perform and discharge the Sentence, Judgment or decree, which said Court may make therein, then the above obligation to be void; else to be and remain in full force and effect. Signed, Sealed and delivered the day and date above written

John M Pope (Seal)

J. E. Bailey Security (Seal)

Agnes Shelton & others

v^s

John M Pope & others

} Complainants waiving notice
+ an order of Court. M. Shelton

deposition deposes as follows in this Cause;

of M^r Question by Complainant; Examine the Bill of Sale here filed Shelton marked (B) from Edward Bradshaw to J. M. Rasco dated 15th May 1844 and you a witness to the same, was it executed on the day it bears date and in whose hand writing is it?

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Answer The Bill of Sale marked B is in the handwrite of E.^d Bradshaw. It was executed on the day it bears date, he signed it and I witnessed it.

Question Examine the bill of Sale marked (A) in J^m Rasco's de-
2nd position dated 15th May 1844 to you as trustee for Agness
by Sam^l Shelton and their three children and witness by J^m Rasco
State if that bill of Sale was executed and delivered
to you on the day it bears date and at the same time
the Bill of Sale to Rasco was made as set out above.

Answer Mr Bradshaw wrote it within the same hour that he wrote the one
above spoken of, and it was witnessed by Mr. Rasco and delivered
to me I think in Rasco's presence.

Question Has there ever been any contract or agreement between you
by Sam^l and Bradshaw that the said Bill of Sale should
be delivered up and cancelled or altered in any way
or did he ever execute any other Bill of Sale for the negro
woman and her increase from the time it bears date if so
state how it may?

Answer That is the only bill of Sale of which I know or have heard of
for the negro Flora and her increase and there never was any
agreement that this Bill of Sale should be delivered up &
cancelled.

Question Have you not had other transactions with Bradshaw
by Sam^l relative to other slaves but had those transactions any
connection or relation to the woman Flora and her increase
from the date of the Bill of Sale?

Answer I have had transactions with Mr. Bradshaw about
an another slave but said transaction had nothing
to do with the trade for Flora & her increase.

Question Did E. Bradshaw execute the Bill of Sale here filed, marked
by Sam^l (H), to you as trustee for the boy Sam, and was not this
Boy sold by you to pay your debts. State how this was
and all concerning?

Answer In about 1845 Mr. Bradshaw was at my house and
a bill of Sale of boy Sam to my wife and 3 youngest
children, afterwards in 1849 I asked him if he would
take in that bill of Sale and make another to my
wife and leave the children out. He said he would
as there was no impropriety in it, I told him I had

Answer In about 1845 Mr. Bradshaw was at my house and a bill of Sale of boy Sam to my wife and 3 youngest children, afterwards in 1849 I asked him if he would take in that bill of Sale and make another to my wife and leave the children out. He said he would as there was no impropriety in it, I told him I had a neighbour in as my Security, and I wished to see Sam if he would do that to pay that debt. He said he would do so. I destroyed that bill of Sale to my wife and children and he made the one now filed Marked (H). I sold the boy, got the money, paid the Security debt and my wife made a bill of Sale for the negro, The Bill of Sale Marked F, was executed the day it is dated and the agreement to destroy the former one relative to Sam was made at the same time in 1849.

Question Did you not repay the money to Bradshaw for the negro by Sam some time after the execution of the bill of Sale of Flora to your wife & 3 children and this latter transaction any connection with the Bill of Sale executed by him to you as trustee for your wife and 3 children. Was it not an independant transaction

Answer Mr Bradshaw was my Security for a debt and held Sam to secure himself, I paid that debt off, and then Mr. Bradshaw conveyed Sam by the Bill of Sale to my wife & children; this was in the latter part of 1845. In 1849 this Bill of Sale was destroyed and the one to my wife executed. It was an independant transaction & had no connection with Flora and her increase

Question From the date of the Bill of Sale of Flora on 15th May 1844 by Sam up to time negroes were sold how did you hold the woman Flora & her increase from that time as your property or as Trustee for your wife and 3 children. Did you set up any claim to them and how were they the negroes known in the neighbourhood, as whose property?

Answer I held them all the time as the property of my wife and children. I never set up any claim to them. It was generally understood by the neighbours that I had no right to them, but that they belonged to my wife & children

Question Under what circumstances did you and your wife convey by Sam's Them to E. Leebin. State all about this matter?

Mr Corbin was my security and we were sued on the debt he came to my house knowing the situation of this woman and brought the sheriff to levy on them, I told him the negroes were not mine & that he knew it as well as I did; He said he did but that Mr McLainy said if my wife with me would make him a bill of sale to them that it would put him in a situation that he could make a good bill of sale, and it would be a good bill of sale - The sheriff levied on the negroes; I told Corbin that if the negroes were mine he was welcome to sell them. He said if my wife would make him a bill of sale & I would sign it that he could make a good title to them. I told him they belonged to my wife and children and I would have nothing to do with them. He staid all night. He told my wife that if she would make a bill of sale & I would sign it with her, he would take out the debt he was security for. He would sell them and pay her all the money he rec^d for them over and above that debt. She agreed to this provided I would agree. Corbin came to me and told me that he could get the negroes if I were willing - that if I agreed to it I might go with him, see the sale, and he would over the balance to my wife. I told him what would satisfy her would satisfy me, but that I could not go with him - that I doubted if he could make a good bill of sale for them. He said I need not doubt for McLainy said I could make a good bill of sale; I told him McLainy knew, and if he were satisfied with the title thus made and would pay the balance to my wife that I would go with him. She made him a bill of sale, I signed it, Corbin and I went to Tennessee to Clarksville and had not sold. I told he could get a better price. I thought, in Hopkinsville than in Clarksville I left the negroes at Mr. Pope's opposite his house in the road and went, we started from Clarksville on the road to Mr. Western & returning I met Pope and asked him if he would buy the negroes. Mr. Pope said he had been looking at them and thought he would buy. I told him they belonged to Mr. Corbin. Mr. Pope asked me about the qualities of the negroes and if Mr. Corbin could make a good title to them. I told him Flora was a first rate house servant and healthy and that she had been under my care or knowledge ever since she was 12 years old. He

him if he would buy the negroes, Mr Pope said he had
been looking at them and thought he would buy, I told
him they belonged to Mr Corbin, Mr Pope asked me about
the qualities of the negroes and if Mr Corbin could make
a good title to them, I told him Floss was a first rate house
servant and healthy and that she had been under my
eye or knowledge ever since she was 12 years old, He
said that he did not wish to get into any difficulty
in buying them & asked me if Corbin could make a good
title; I told him that I had no doubt that Corbin could make
a good title to them, the parties talked about buying & selling
some time, & not agreeing & Corbin went off to see another man
to see if he would buy, that man did not buy and we
returned next day to Pope, the day that Pope & Corbin talked
and could not agree, I told Mr Corbin that if he intended
to come back and were willing to take that price that he had
better sell them to Pope then; Corbin and I returned next day,
and Corbin & Pope traded; Pope paid \$800 cash and gave
his note for the balance payable in the next January & the
negroes were left with Pope, Corbin had given my wife a
bond to pay her the balance over and above the debt for which
He was my security, Corbin and I started to my house and
got to Lafayette at 10. or 11 at night, we agreed to meet at Hopkins-
ville the next day, and he was to take up the bond he had
given my wife for the said balance. My son and I went to
Hopkinsville next day my son leaving the bond, Corbin refused to
pay the bond stating that he was not satisfied as to the amount
to be paid over, and agreed to meet us at Leadr next day, we
met him there, he refused to pay again, saying a garnishment
had been served on him for a debt of mine and he would not
pay the bond then, He said if we would meet him next day
in Lafayette and come over to Pope and if he could get the
money on Pope's note he would pay it over. I was informed by
a Lawyer that there ^{was} doubt about the bill of sale being good
and I directly informed Mrs Pope of it and asked her to
tell Mr Pope to see Corbin and rescind the trade —

The first time I saw Mr Pope afterwards, I asked him if he was
indemnified, He said he had Corbin's bond with John Grunway
as security for indemnity, this was after the suit was commenced

I had no agency in bringing this suit. I tried to prevent my son from bringing ~~this~~ suit.

Question At the time Bradshaw bought the slaves at Execution Sale was by Sam there any contract or agreement between you, He was to purchase for you?

Ans There was none.

Question Did your children reside & live you from the execution of the Bill of Sale in 1844 until the negroes were conveyed to Corbin, and are your children mentioned in the bill of Sale yet under 21 years of age?

Ans They did live with me during that time; they are all under 21.

Question Was the slave Flora and her increase used by the family from the time they were conveyed in 1844 until they were conveyed to Corbin?

Ans They were.

Question Were the negroes purchased by Mr Pope Flora and her increase by Sam as described in the Bill of Sale of 1844

Ans They were the same negroes. The McLaughlin mentioned above is a lawyer living in Hopkinsville.

Crossed

Examined by Defendant.

Question Whose child is Sam above spoken of? & who bought Sam from your wife

Ans Sam is a child of Flora, He was the youngest of the 3 children Bradshaw bought at the Sheriff's sale. I Mr Masco bought Sam of my wife

Question At the time the contract was made between Pope & Corbin, was any thing said about the bill of Sale from you & your wife to Corbin?

Ans I do not recollect.

Question When Capt Pope told you he was indemnifying did he tell you how? How was it?

Ans He told me he had Corbin's bond with Grunway security. Grunway is perfectly good

Question Did you come to Clarksville the day the Bill was filed? Did you not talk to Mr. Shackelford about this matter before the Bill

of Sale in 1844 until the negroes were conveyed to Corbin, and are your children mentioned in the bill of Sale yet under 21 years of age?

Ans They did live with me during that time; they are all under 21.

Question Was the Slave Flora and her increase used by the family from the time they were conveyed in 1844 until they were conveyed to Corbin?

Ans They were.

Question Were the negroes purchased by Mr Pope Flora and her increase by same as described in the Bill of Sale of 1844

Ans They were the same negroes. The McLaughlin mentioned above, is a lawyer living in Hopkinsville

Crossed

Examined by Defendant.

Question Whose child is Sam above spoken of? + who bought Sam from your wife

Ans Sam is a child of Flora, He was the youngest of the 3 children Bradshaw bought at the Sheriff's sale.

I M Rasco bought Sam of my wife

Question At the time the contract was made between Pope & Corbin, was any thing said about the bill of Sale from you & your wife to Corbin?

Answer I do not recollect.

Question When Capt Pope told you he was indemnifying did he tell you how? How was it?

Answer He told me he had Corbin's bond with Greenway security. Greenway is perfectly good

Question Did you come to Clarksville the day the Bill was filed? Did you not talk to Mr. Shackelford about this matter before the Bill was filed?

Answer I did not come to Clarksville the day the Bill was filed. I did talk to Mr. Shackelford about this matter before the Bill was filed; I did not ask Mr. Shackelford whether my wife and children could recover those negroes, after telling him the circumstance he said they could recover

Question Have you not been attending to the collection of testimony in this case

Ans I have

Question are you not the active agent in prosecuting this suit + the only

Q. man who is attending to the prosecution of ~~that~~
Answer I have attended to nothing but taking of depositions &
have been very active in that, and I did not do this until
I had received two letters from Mr. Shackelford urging me
to do so

Question At the your first seeing Shackelford and had any conversation
by himself about the suit was it not near Popes House as he was
on his way from Dover and was not your son with you?

Ans I was near Popes House and my son was with me.

Question Did not your son leave home for the purpose of employing
by Sam Henry & Shackelford to bring the suit, and did you not say
to Shackelford at the time I spoken of that you would have
nothing to do with it

Answer It was my understanding that my son left for that purpose
at the time I met Mr. Shackelford near Popes I told him
I would have nothing to do with it. at the time I told Mr.
Pope to tell Mr. Pope to see Corbin and recind the trade
She said Corbin had been there and got some money from
Mr. Pope on the note, and further saith not

William Shelton

Exhibit Know all men by these presents that I Edward Bradshaw
Master of the County of Christian and State of Kentucky for
St. in consideration of the sum of one dollar to me in hand
paid have this day sold to William Shelton Trustee for
Agnes Shelton a negro boy named Sam aged about five years
and warrant him to be sound of mind and body and
a Slave for life in testimony whereof I have hereunto set
my hand and Seal October 11th 1849

Edward Bradshaw Seal

Edward Bradshaw sworn for defendant

Question State whether in the year 1848 Mr. Shelton was indebted to
you pretty largely, and whether you were bound for him as
security. Did you have a mortgage on his lands, & were you
endeavouring to have judgments & debts discharged which were
a lien on this land before the execution of the mortgage

Answer About the date above mentioned Mr. Shelton was indebted to
us for something upwards of two thousand dollars (that is
to myself & Brother) he I think in that year executed a mort-
-gage of his lands to us and several others of his Creditors,

Ques. I was near Popes House and my son was with me.
Did not your son leave home for the purpose of employing
by Sam Henry & Shackelford to bring the suit, and did you not say
to Shackelford at the time spoken of that you would have
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H. in consideration of the sum of one dollar to me in hand
paid have this day sold to William Shelton Trustee for
Agnes Shelton a negro boy named Sam aged about five years
and warrant him to be sound of mind and body and
a Slave for life in testimony whereof I have hereunto set
my hand and seal October 11th 1849

Edward Bradshaw Seal

Edward Bradshaw sworn for defendants

Question. State whether in the year 1843 Wm. Shelton was indebted to
you pretty largely, and whether you were bound for him as
Security. Did you have a mortgage on his land, & were you
endeavouring to have judgments & debts discharged which were
a lien on this land before the execution of the mortgage

Answer About the date above mentioned Mr. Shelton was indebted to
us for something upwards of two thousand dollars (that is
to myself & Brother) he I think in that year executed a mort-
-gage of his lands to us and several others of his Creditors,
at the time of the execution of that I do not recollect that we
were bound for money as Security for him, we held the mortgage
for money due from Shelton to us for lands bought of us, after
the execution of the mortgage we released our claim under the
Mortgage to certain portions of the land in favor of other Creditors
and enough only as we thought to make us secure in the amt
he owed to us there was a judgment and execution against

54) Shelton for which the land we held was liable, Shelton informing us of the fact and asked us to let him have five hundred dollars that with that amount from us he could raise the balance himself, we advanced the sum requiring or near that amount, Shelton finding he could not raise the money to pay off the balance of execution sent for me to come to his house and that it was important I should come, I went I think on the evening before the sale of his property to satisfy the execution against him, he then stated to me that he had not been able to raise money to pay off the execution, gave me back the money that we had advanced him and told me all that he had was a negro woman and her children to prevent the land from being sold.

by Sam Were the woman & children sold under that execution & did you become the purchaser & it is the same woman in controversy?

Answer The woman and children were sold and I became the purchaser. It was the same woman now in controversy.

by Sam Are you certain as to the fact stated in your former deposition viz that the Bills of Sale were executed for the woman Flora and what circumstances impel the fact upon your memory - when was the last bill of Sale really executed?

Answer That is my recollection of it at this time the first was Executed in Hopkenville N.Y. in the counting room of Bradshaw and Kennedy the other several years after at the house of Mrs Shelton in Trigg County. The first Bill of Sale was to Mrs Shelton and her youngest female child the next was to Mrs Shelton and her three youngest female children. The principal circumstances that impel it upon my mind was some doubt as to the propriety of allowing the first and giving at that time two others an interest in the said slaves - I think it was in 1847 or 1848

by Sam Was not that a bill of Sale for the boy Sam

Answer I do not think it was my recollection of that is this, that there had another claim come upon the land of something near Eight hundred dollars and we were at that time bound as security for Shelton on several notes, and Shelton and his son in law Charles Garratt agreed that they Garratt would pay off all those debts for one hundred and thirty acres of the

the evening before the sale of his property to satisfy the execution against him, he then stated to me that he had not been able to raise money to pay off the execution, gave me back the money that we had advanced him and told me all that he had was a negro woman and her children to prevent the land from being sold.

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by Sam Was not that a bill of sale for the boy Sam?

Answer I do not think it was my recollection of that is this, that there had another claim come upon the land of something near Eight hundred dollars and we were at that time bound as security for Shelton on several notes, and Shelton and his son in law Charles Garrett agreed that they Garrett would pay off all those debts for one hundred and thirty acres of the land Shelton had conveyed to us, there was some settlement with my brother in my recollection for the amount for which I held Sam when that was satisfied I gave up the boy to Mrs. Shelton. I have no recollection of having executed any other Bill of Sale for Sam.

Cross Question by Complainants, Examine the Bills of Sale marked (a) Examined B. first in Rasco's deposition to Mrs. Shelton dated 15th May 1844 and to Rasco in Shelton's deposition, were they written

58) by you and did you convey the boys to Rasco on the day it bears date, and was Rasco present at the execution of the bill of sale to him

Answer The Bills of Sale referring to were written by me I believe & Mr Rasco was present at the time of the execution of the bill of sale to him and I believe it was written at the time it bears date and at Hopkinsville Kentucky, The Bill of Sale marking (H) was written by me at Sheltons House

Question Did you ever make but one bill of sale to the two boys to J. M. Rasco and was Mr Shelton ^{present} at the making ^{of the bill} of sale to Rasco in Hopkinsville

Answer I have no recollection of ever having made any other Bill of Sale to Rasco than the one for the two boys, and I think Mr Shelton was there that day

Subscribed & sworn to before

Edw. A. Bradshaw,

the Oct. 2nd 1852

J. W. King to let m

Bill of Sale of State of Tennessee
Montgomery County I Know all men by these presents that I Gleason have this day bargained and sold and do truly convey to John M Pope in consideration of the sum of one thousand Dollars the receipt whereof is hereby acknowledged a certain Negro woman, named Flora about twenty four years old and her three Children (viz) a girl named Charlotte, about five years old, a boy named Tom about three years old, and a girl named Femima about Eleven months old, to have & to hold the same to the said John M Pope in Trust, for the use and benefit of Rebecca Pope the wife of said John M Pope for life and at the death of said Rebecca Pope for the use and benefit of John Turner Pope, James Stewart Pope, Green Irvine Pope and Margaretta Rebecca Pope and such other Children as the said Rebecca Pope may have living, the said Negroes (viz, Flora, Charlotte, Tom and Femima and all their increase to the said Children (viz) John Turner Pope, James Stewart Pope, Green Irvine Pope and Margaret Rebecca Pope, and ^{other} other children of said John M Pope and Rebecca Pope as may be living, I covenant with the said John M Pope that the said Negroes are sound in mind and Body and Slaves for life, and that the said Negroes are hereby granted for the said and separate

Question Did you ever make but one bill of sale to the two boys to S. M.
by same Rasco and was Wm Shelton^{present} at the making^{of the bill} of sale to Rasco in
Hopkinsville

Answer I have no recollection of ever having made any other Bill of Sale
to Rasco than the one for the two boys, and I think Mr Shelton
was there that day

Subscribed & sworn to before

Elder A. Bradshaw.

Me Oct. 2nd 1852

J. W. King & Letm

Bill State of Tennessee

of State Montgomery County I Know all men by these presents that I
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to John M Pope in consideration of the sum of one thousand ~~two~~
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Negro woman, naming Flora about twenty four years old and
her three Children (viz) a girl naming Charlotte, about five
years old, a boy named Tom about three years old, and a
girl naming Femima about Eleven months old. to have &
to hold the same to the said John M Pope in Trust, for
the use and benefit of Rebecca Pope the wife of said John
M Pope for life and at the death of said Rebecca Pope for
the use and benefit of John Turner Pope, James Stewart Pope
Green Irvine Pope and Margaretta Rebecca Pope and
such other Children as the said Rebecca Pope may have
living, the said Negroes (viz, Flora, Charlotte, Tom and
Femima and all their increase to the said Children
(viz) John Turner Pope, James Stewart Pope, Green Irvine
Pope and Margaret Rebecca Pope, and ^{1st} other children of
said John M Pope and Rebecca Pope as May be living. I
covenant with the said John M Pope that the said Negroes
are sound in mind and Body and Slaves for life, and
they the said Negroes are hereby granted for the sole and separate
use and maintainance of the said Rebecca Pope and
her Children, as herein before mentioned, to be free from all
debts and contracts of the said John M Pope in all respects
whatever; In witness whereof I have hereunto set my hand and seal
this 13th day of November 1850

J. Corbin Seal

There
of November 1850

State of Tennessee } Registers office
Montgomery County }

The within Bill of Sale and
Certificate were Received 2 o'clock P.M. 13th Nov^r 1850
Noted in book a page 134. And duly registered
November 13th A.D. 1850 in Book 7. page 649

J A Senseney R.M.C

Agnes Shelton } least Due from April 5th 1852
vs } Mrs Shelton Ansd 37th off band 18th = 55
John M. Pope et als } Ansd of John M. Pope 37th off 18th 55
3 did^s 37th each 112th 1.12th
Settling caused by order of Compt Court 12th Exceptions 37th 50
4 orders 1.00, Enduring deors 100.6 Depts 6.00 8.00
Transcript 28.00 Apprad bond 50th Bill of cost 25th 28.75
Certificate and seal 75
R. P. Dawson Trigg lety Kentucky Taking Depositions paid by Defendants.
R. P. Dawson " " " " " Receipts proof
Constable for Summoning 16 witnesses 10th each - 1.60

State of Tennessee } I Tho^s J Munford Clerk & Master of
Montgomery County } the Chancery Court at Clarksville
do Certify that the foregoing is a true
and perfect copy of the proceedings had in the case of
Agnes Shelton vs John M. Pope et als at a Court begun
and held in the Court Room in Clarksville at the
October Term 1852 of said Court as appear of Records
and on file in my office

In testimony whereof I have hereunto
set my hand and affixed the seal of
Office of this Court at Office in Clarksville
the 12th day of January 1853

Tho^s J. Munford C.M.

Bill of Sale P. 14-

Bill of Sale to Cordin P. 43.

Mr. Bradshaw to Shellen as trustee P. 43.

Agnes Shilton
as
J. M. Pope & others

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Transcript of record
from Chancery Court at
Huntsville October 1852

Record of 1852/1853

7th Dec 1852

Received of

Will Sherriff.

Pope to pay the costs.

No. 0

Clear and proceedings before the Hon. John S. Brien Chancellor for the Middle division of the State of Tennessee had in the Chancery Court at Clarksville at the December term 1857 in the cause in said Court, of Agnes Shelton et al. Complainants against John W. Pope et al. Defendants.

Bill ^{mem} To the Hon. Jerry H. Baker. Chancellor for the middle division of the State of Tennessee sitting at Clarksville.

Humbly Complainings your Orators Agnes Shelton Ellen S. Shelton, Marietta Minerva Shelton & Eliza Lycus Shelton, the first, Agnes a woman, & the last three her children & under the age of 21 years all of whom sue by Joseph S. Shelton their next friend, would represent to your Honor that they are citizens of Tregg County, Ky. and that on the 15th of May 1844. Edmund Bradshaw also a citizen of Christian County Ky. executed a Bill of Sale to William Shelton as Trustee for Agnes Shelton & her three children Ellen Jane Shelton, Marietta Minerva Shelton & Eliza Lycus Shelton for a negro woman named Flora, and all her increase from that time to wit the 15th May 1844. Signed & sealed by said Bradshaw. & the said Bradshaw delivered the said Bill of Sale to the said William Shelton as Trustee as aforesaid, which is to the Court now here filed & prayed to be taken as a part of this Bill, marked 'A'. They state from the Bill of Sale, the negroes went into their possession & to continue very recently, as will be here after shown.

They further state their father William Shelton as they learn was indebted to Richard & Grant Merchants of Hopkinsville, some four or five hundred dollars for which one Gamaliel Corban was surety and that execution on said debt was levied by the agency of said Corban on the negro woman Flora in the Bill of Sale & her three children Charlotte Thomas & Simeon, as the property of the said William Shelton. By some persuasion of the said Corban your

Oratrix Agnes Shelton was induced to join her husband, William Shelton in a Bill of Sale of the said negroes to the said Corban on condition as they learn that he would satisfy the execution in favor of Grant & Richard improperly levied upon the negroes as aforesaid as the property of the said William Shelton. They understand this transaction took place some few days ago. Whereupon the said Corban & William Shelton brought the negro woman Flora & her three children before named, to this State & said Corban told them to come to John Pope for one thousand ^{& ten} dollars in Trust for Rebecca Pope John S. Pope, James S. Pope, Green S. Pope & Margaret Rebecca Pope by Bill of Sale dated on the 13th day of Nov. 1857. which is registered in the Register's office of Montgomery Co. Tenn. They state that the negroes are now in the possession of the said John Pope, as Trustee as aforesaid, & are in the County of Montgomery.

They state that the negroes rightfully belong to them, & that they were not at any time liable for the payment of the debts of the said William Shelton.

Your Oratrix Agnes says she was induced by persuasion to join her husband in the Bill of Sale to Corban in ignorance of her rights, & being a married woman, she is advised the property did not pass under the Bill of Sale, as there was no proper examination had when the Bill was executed. The infant Complainants state by their next friend that their rights cannot be prejudiced by anything that was done in the premises. They state their Trustee John Shelton joined in

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the Bill of Sale of said property to Corban by that act is concluded, & can not & will not sue. The State they fear and believe the said negroes will be removed beyond the State or the jurisdiction of this Court & defeat their recovery. In tender consideration whereof you as much as they are without remedy at the strict rules of the common Law, you are relieved in a Court of Chancery where matters of this kind are cognizable. So the end therefore that justice may be done they pray that the said William Shelton a citizen of ~~the~~ Ky. & In Pope the Trustee & Rebecca Pope John L. Pope for S. Pope Green & Margaretta Pope be made defendants to this Bill & that all proper process issue, and that they true and perfect answers make to the foregoing Bill on their Corporate oath. The said Rebecca Pope is the wife of the said John Pope the Trustee & the Ino L., Jas. S., Green S., & Margaretta are their children & are infants under the age of 21 years & have no legal guardians as they are informed & believe. They pray that guardians ad litem be appointed to answer for them to this Bill.

For fear said negroes may by some one be removed beyond the jurisdiction of this Court so as to defeat the objects of this Suit, the recovery of the negroes aforesaid, they pray the Court to grant them the States must gracious writ of injunction that the said Ino Pope the Trustee be restrained from selling said negroes or taking them beyond the jurisdiction of this Court & that he shall have them forth coming to answer a bill by any decree the Hon. Court may make in the premises. And on final hearing of this Cause, they pray the Bill of Sale from Wm. Shelton of your Orator Agnes to Gamaliel Corban be set aside & cancelled & that the said Bill of Sale from Gamaliel Corban to the said Ino Pope as Trustee as aforesaid for Rebecca Pope Ino L. Pope. James S. Pope Green & Pope and Margaretta Rebecca Pope be set aside & cancelled & that the property to wit Flora, Charlotte, Thomas, & Annina, last then the children & increase of Flora since the date of the Bill of Sale of Bradshaw to wit on the 15th day of May 1844 be restored to your Complacants with all proper hire for the time they may be detained. They further state to your Honor

that they are indigent persons, having no other property than that named in this Suit & that one of them is a married woman & the other her children are under the age of 21 years, that their Cause of action is just as they verily believe & that by reason of their poverty they are not able to give security for the prosecution of this Suit. They pray for all general and equitable relief as in duty bound they will ever pray.

Henry Shackelford for Complts.

Personally appeared before me Philander Prusty, a Justice of the peace Joseph S. Shelton the wife of Agnes Shelton, Ellen Jane Shelton, Margaretta M. Shelton, Julia Legen, Shelton make oath that the matters & things contained in the foregoing Bill, are true so far as stated on his own knowledge so far as stated on the information of others he believes them to be true. He further states that the Complts as well as well as himself are citizens of the State of Kentucky, that the Cause of action in this Suit are true and just by reason of their poverty they are not able

to give security for the prosecution of this suit
Sworn to before me this 25 Nov. 1850.

J. S. Shelton.

P. Prustly A.P.

To the Clerk master of the Chancery Court at Clarksville
On Complants entering into Bond security as the Law directs, or taking
the oath of paupers as the Statute directs, let an injunction issue as prayed
for by this Bill

M. A. Martin

Judge

I Joseph S. Shelton the next friend of the Complants in the foregoing Bill
do solemnly swear that I am unable by reason of my poverty, & that the Complants
by reason of their poverty are unable to bear the expenses of this suit
& that they are justly entitled to recover as he believes from the defendants
as stated and set forth in the Bill now about to be filed. So help me God.
Sworn to before me 25 Nov. 1850.

J. S. Shelton

P. Prustly A.P.

Answer of John Pope

& Rebecca Pope

The answer of Mrs. M. Pope wife Rebecca Pope to the Bill
filed against themselves and others in the Chancery Court at
Clarksville by Agnes Shelton and others.

The respondents saving to themselves the benefit of all
exceptions to said bill, for answer thereto or so much thereof
as they are advised is material for them to answer - shew that
the said complainants did not acquire title to said slaves by
the bill of sale set out and referred to in the bill: The res-
pondents will here state the facts in regard to the title ac-
cording to the best information they can obtain

In the year 1843, William Shelton residing in the State of
Kentucky, being greatly embarrassed in his circumstances, in fact
insolvent and unable to pay his debts was possessed and the
owner of the slave Flora and her children three in num-
ber. Some of the ~~creditors~~ of said Shelton had obtained
judgement against him and executions, having been
sued out on said judgements, were levied on said slaves
which were advertised to be sold at the Court house in Lea-
diez Trigg County, State of Kentucky the day being one on which
the Court by law would be holden at said Court house

The said Edward Bradshaw being a friend of said Shelton
it was agreed between them that the sale should be so
conducted that the slaves should be sold for a small sum
of money, that Bradshaw should buy them and reconvey
them to Shelton at some future day upon the payment of
the money, the object and intent of the parties being to hinder
and delay and defraud the creditors of said Shelton in the
collection of their debts. In pursuance of this agreement the
said Shelton and Bradshaw influenced the officer who had
levied upon the slaves to postpone the day of sale and to

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see them at the house of Shelton in the county twelve miles distant from
Cady. Bradshaw attended the sale in the county. The Slaves were
put up, altogether sold to Bradshaw for four hundred and seventy five
dollars. Now respondents state that by the management & intrigues of
s^r Shelton and Bradshaw, but few persons were present at the sale, the
object of the parties being to have the Slaves sold for as small a price
as possible with the view of the furthering the object aforesaid.

Respondents state that they have been informed to charge the fact
to be that by the laws of Ky. within which state the sale took place

It was the duty of the Sheriff to sell each of s^r Slaves separately & not to
put them altogether. They further state that s^r Slaves were
worth at the time eleven hundred dollars. They further ~~swearing~~
say that s^r Slaves were left by s^r Bradshaw in the possession of Shelton
where they remained for several months, when the s^r Shelton sold
them all to one Rose for the sum of eleven hundred dollars
& delivered them to Rose, subsequently becoming dissatisfied
& desiring to get the woman Flora & her youngest child back, Rose rescinded
the contract, as to said woman and child, & paid five hundred dollars for the two
which he kept; all this was done in the absence of Bradshaw without
his knowledge, but ^{was} in pursuance of the agreement before made between him
& Shelton. Bradshaw had rec^d the money bid by him for s^r Slaves, & being applied
to, mention the Bill of Sale exhibited by complainants.

Your respondents ^{state} that the Slaves remained in the possession of s^r William Shelton
from the time the sale was made by the officer up to the time when Corban purchased
them with the exception of a few days whilst Rose had them. That s^r Shelton
claimed said Slaves as his own property, & held them for himself & not for others
exercised acts of ownership over them & was regarded as the undisputed
owner. The said Slaves were never listed in the Tax Book as the property
of the county but were for the years 1847 & 1848, perhaps longer listed as
the property of Shelton.

By the laws of Kentucky the Bill of Sale exhibited by s^rffs were required
to be registered & respondents now state that it was not registered by the Law-
aforesaid was, is absolutely void of no effect whatever, conferring
no right, ^{originally} ~~originally~~ to said Slaves upon the s^rffs.

Respondents state that the whole case shows that the object of s^r Shelton
was to defraud his creditors. That he retained possession of said Slaves &
although the county may contend that this title is perfected by the
statute of Limitations, yet the possession of s^rffs was not open, notorious
& adverse, if indeed they ever had possession, that it was concealed & fraudulent.

That Corban was a creditor of s^r Shelton, he was ignorant
of the fraud & facts before set out by the Laws of Ky. Such
possession cannot confer a title upon the s^rffs at least the statute
of Limitations, did not commence running against Corban
until he discovered the fraud & that was not until after the
Bill in this case was filed. I

J-

Respondent states that said woman gave birth to two or three children after the sale made to Bradshaw aforesaid, which with the woman came into Respondent's possession in manner as follows. Since said judgment rendered in the State of Kentucky against Shelton which was assigned to become the property of one Gamaliel Corban, when this judgment was rendered Respondent does not know but he will show the Court if obtained within five years before the sale made to Corban. Respondent insists that the said suit be dismissed, because by the law of Kentucky the Statutes of Limitations to bar actions to recover slaves is five years, not three years as in this State. Executions were sent out upon said judgment levied on the slave, now in Respondent's possession. They were advertised for sale under these circumstances, and well knowing that Corban had a right to subject said slave, to the payment of said debt. He said Shelton his wife with a view to prevent them from being sacrificed agreed to convey said slaves to Corban who was to sell them for the best price he could obtain, pay his judgment & they do remain over to the parties. A Bill of sale was accordingly executed to him by the parties. He brought the slaves to this State sold them to defendants for the sum of twelve hundred dollars, the said Bill of sale which has been registered in this County. Defendants at the time of the purchase paid down eight hundred dollars in cash, in about ten days thereafter they paid about two hundred dollars, & a note was executed for the remainder. All these sums were bona fide paid & the purchase was made in good faith & Respondent did not know until after the purchase of judgment aforesaid that Corbett had any claim upon or interest in said slaves. Nor indeed had they ever heard of the fact or of any circumstances calculated to put them upon inquiry. They therefore claim that they are bona fide purchasers for a valuable consideration without notice of Corbett's title entitled to the protection of this Court. So far as regards the interests of Agnes Shelton Respondent claims that they have the legal and equitable title & now having answered they pray to be dismissed with cost.

State of Mississippi

Robt Bailey

Montgomery County

This day personally appeared before me Geo H Lusk an acting Justice of the peace for said County John M Pope Rebecca Pope his wife & Isaac Smith et al - matters & things set forth in the foregoing and are just true to the best of - knowledge, information & belief.

Sworn to & subscribed before me 16th April 1857

John M Pope

Rebecca Pope

G H Lusk J.P.

Know all men by these presents that I Edward Bradshaw of the County of Christian and State of Kentucky for and in consideration of the sum of one dollar to me in hand paid have this day sold to William Shelton as trustee for Agnes Shelton his wife and their three children Ellen Jane Shelton Marcetta Minerva Shelton Eliza Lycius Shelton a negro woman named Flora Jane her increase from this time, To have & to hold the same for their use & benefit forever. In testimony whereof I have this day set my hand & seal. May 15 - 1844.

Attest

Edward Bradshaw Seal

J H Mayor.

Exhibit "A"

Depo. of Edward Bradshaw. & Defendants Prof.

The deposition of Edward Bradshaw taken on the 1st day of October 1851 at the dwelling house of said Bradshaw in the county of Christian and State of Kentucky to be read as evidence in an action now pending in the Court of Chancery at Clarksville in the State of Tennessee between Agnes Shelton plaintiff and John M. Pope & others defendants.

The deponent being of lawful age and first duly sworn deposes and saith

Questions by defendant J. M. Pope.

Are you or not acquainted with or conversant with the parties to this suit, and were you or not acquainted with the Slaves Horazher children in controversy, in the years 1843 & 1844.

Answer. I was acquainted with the parties & also knew the Slaves.

By Same. Do you or do you not know that 10 Slaves were levied on by the Sheriff of Trigg County as the property of William Shelton sometime in the year 1843.

Answer. Some time during the year 1842. to 1843. 10 Slaves were levied upon by the Sheriff of Trigg County as the property of Wm Shelton.

By Same. State if you do or not know that said Slaves were advertised by the Sheriff of Trigg County to be sold at the Court house upon a certain day and was or not the sale postponed by the Sheriff at the request of yourself and Wm Shelton.

Answer. I do not know whether they were advertised to be sold at the Court house or ~~any~~ other place, but the sale was not postponed at my request.

By Same. Did you or not go to Cadiz on a day that you understood from Mr. Shelton that the negroes would be sold.

Answer. I did not.

By Same. State when and where said negroes were sold if in your knowledge who purchased them, show much each negro sold for.

Answer. The 10 Slaves were sold at Mr. Shelton's house by the Sheriff of Trigg County to the best of my recollection in the latter part of August or first of September 1842 or 43. I purchased them all for five hundred and twenty five dollars.

By Same. State how many negroes were sold, their sex, and ages and their real value at the time.

Answer. There were four in all, one a woman. I should suppose about 28 years of age and three boys about 6, 4 & 2 years & more worth at the time something near One thousand dollars.

By Same. Did or not said Slaves remain in the possession of said Shelton after the sale by the Sheriff.

Answer. I do not know. My impression is that they did not during the year.

By Same. Did you remove the Slaves from the possession of said Slaves after your purchase.

Answer. I did not.

By Same. Was there or not an understanding between yourself and Shelton, when you purchased the Slaves, that Shelton was to have them back upon his paying the amount; which you bid for them & was it not in accordance with this understanding & agreement that the negroes were all sold together?

Answer. I do not recollect whether there was such an understanding previous to the sale, but there was such an ^{one} understanding after it. It was believed by the consent of the p[ar]ty in execution, at the request of Shelton, that they were all sold together.

By Same. Did or not said Shelton exercise all the acts of ownership over said slaves after the sale that he did before.

Answer. He did not with my consent - or knowledge until the money was refunded to me.

By Same. Did you or not agree to let Shelton sell said negroes, and or more of them to raise the money which you had paid.

Answer. I did -

By Same. Were you or not consulted about the sale of the negroes to Roscoe until you were called on to make the Bill of Sale.

Answer. My recollection of the matter is that I was.

By Same. Did you or not receive from Roscoe for two of the boys the sum paid by you for the four negroes. If so state what disposition you made of the other negroes. Whether or not by the terms of your agreement with Shelton - they were or not his property.

Answer. So far as I now recollect. I recd from Roscoe four hundred dollars, the balance one hundred twenty five dollars, from Shelton. I kept one of the negroes, at the request of Shelton, let his wife & children have the other, according to terms of Bill of Sale.

By Same. Please state upon what terms you kept the negro referred to in your last Answer, and what you finally did with him.

Answer. I retained one of the negroes for part of the purchase money, one hundred and twenty five dollars, and some other claims held upon Shelton and when those debts were settled and secured gave him up to Shelton's wife & children.

By Same. Please state the inducement which led you to purchase said slaves.

Answer. Shelton was indebted to my self & Bro. & others, had executed to us a mortgage upon his lands. He ascertained after made, there was an execution in favor of a man, I think named Wilson against Shelton, upon which the land was liable. The negroes were levied upon sold to the highest bidder, I became the purchaser more for the purpose of releasing the land having some difficulty for the money paid out.

By Same. Has or not William Shelton exercised acts of ownership over said slaves since the execution by you of the Bill of Sale, did you or not agreed the negroes to conveyed as in fact the property of Shelton.

Answer. I do not know to what extent he has exercised acts of ownership over the negroes, but have heard him say, that he had at times thought of selling the negroes, giving out the proceeds in land in Illinois or as much as would buy a home for his wife & children, & have regarded them as entirely under his control or at his disposal. I further this deponent said not.

Edward Bradshaw

The Common wealth of Kentucky County of Christian to wit

I William V. Birnand Presiding Judge of the County Court of said County do certify that the foregoing deposition of Edward Bradshaw was taken & subscribed by

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sworn to as the Law directs before me at the time place and
under my hand this the 1st day of October 1857.
William V. Birnam D. J. ccc

"Deposition of A. S. Dabney."

The deposition of A. S. Dabney taken at the Court House
in Wadley Trigg County on the 29th day of September 1857, pursuant to the
Commissioner's writ annexed to be read as evidence on the part
of the Defendant in a certain suit in Chancery, now pending in
the Court of Chancery at Clarksville in the State of Tennessee
wherein Agnes Shelton sister, an Heiress and Mrs. M. P. Shelton
is defendant. The deponent being of lawful age and first duly
sworn deposes as follows.

Question by defendant: Please state whether you are or were the
Clerk of the County Court of Trigg County, and if so whether the
tax Books for said County are now in your custody.

State whether you have examined the tax lists of William Shelton
or given in in his individual capacity from the year 1844
to 1850. and whether said Shelton listed any Slaves for taxation
in either of those years in his own right viz. & specify the years
the description of the ~~Slaves~~. Please state whether you have
examined the tax Books for the years from 1844 to 1849 inclusive
and if so say whether any Slaves were listed as belonging to Mrs.
Agnes Shelton & children in any or either of those years.

Answer. I am Clerk of the Trigg County Court. I have the
tax Books of said County. I have examined the tax Books of
the district of said County in which William Shelton resides
for the years 1844 1845 1846 1847 1848 1849 & 1850.

And find property listed by William Shelton in his individual
capacity for all of those years as specified in a certificate
hereto attached, dated in the 26th day of September 1857. Signed by myself
with the Seal of the Court thereon, the certificate of the
County Judge of Trigg County added thereto, marked in my hand.
Witness "D." I further state that there are no Slaves
listed in said books for taxation during the years from 1844 to 1849
inclusive by Agnes Shelton or any person for her or her children
And further this deponent swears not.

Exhibit "D." in A. S. Dabney's Depo.

A. S. Dabney.

Commonwealth of Kentucky

Trigg County Set

I Albeit S. Dabney Clerk of
the County Court in and for the County of said do
certify that I have examined the Commission Books
of said County filed in my office and find that the
Shelton of said County listed property
for taxation as follows to wit. for —

1844. One thousand acres of Land valued at \$7000. Eight horses, 8 mares, at \$400.
Sixty head of cattle at \$190. (over fifty dollars) Total Value. \$7590-
- 1845 Nine hundred fifty acres of Land at \$6,700. Nine horses, 8 mares at \$360. fifteen
head of cattle at \$100. (over fifty dollars) Total Value. \$7160-
1846. Seven horses, 8 mares at \$280. Total Value. \$280
1847. Three hundred acres of Land at \$820. Three negroes at \$1000.
(one over 16 years of age) Seven horses, 8 mares at \$280. Ten head of cattle
at \$100. (over fifty dollars) Total Value. \$2200
1848. Five hundred acres of Land at \$2,500. four negroes one over
16 years of age at \$1000. four horses, 8 mares at \$160. sixteen head of cattle
at \$80. over fifty dollars. Total Value - \$3,740
1849. One horse at \$50. four head of cattle at nothing over
fifty dollars Total Value. \$50.
1850. Three head of horses at \$130. Twelve head of cattle at 20.
over fifty dollars Total Value \$170

All these lists are in William Sheltons individual capacity.
In testimony whereof. I have (by request) hereunto set my hand and affixed
the Seal of office of said Court at office in Cadiz this 26th day of
Sept^r 1851. and in the 20th year of the Commonwealth.



A. S. Sabney Clk.
Trigg County Court

Commonwealth of Kentucky

Trigg County Set } I Thomas C. Sabney presiding Judge of the
County Court for the County aforesaid do certify that Albert S. Sabney
who gives and signs the foregoing certificate is clerk of our Trigg County
Court duly elected, commissioned and qualified according to Law
that his attestations is in due form of Law, sent him to full faith
and credit Given under my hand this 26th day of September 1851.
Clerk of said Court. \$200 paid by John Pope. Thos C. Sabney J. of the C. Court
A. S. Sabney Clk.

J. W. Roscoe } Also the deposition of J. W. Roscoe taken at the same time & place
Sept^r } for the same purposes. Stated in the caption to the foregoing deposition
of A. S. Sabney. The defendant being of Lawful age & first duly sworn deposes
as follows.

Question by Defendant. Do you or not know whether the Sheriff of
Trigg County sold the negro woman Floras & children to satisfy an execution
against William Sheltan & so State about what year the sale took place
who bought them at the Sheriffs Sale
Answer. I know only what I heard about it. I heard they were sold
by Mr. Thomas, bought by Edward Bradshaw. I do not know what time
the sale took place, but would judge it was about the year 1842 or 3. or it might
have been sooner.

By Same. Did you or not afterwards purchase Floras & her children & if
so who did you purchase from. what price did you give & about what year
you made the purchase.

Answer. I bought the woman Floras & three children, it was -

Eleven hundred salary or eleven hundred fifty dollars, I do not remember which I bought the woman from Mr Shelton with an understanding the property belonged to Edward Bradshaw. I made the purchase in the Spring of 1844. in my recollection.

By Same, Did you or not do the negotiation entirely with William Shelton, did he or not assign as a reason for selling that he was compelled to have money.

Answer. Shelton insisted on selling to negroes, and said they were very low. Shelton informed me the property was Bradshaws.

By Same. Did you ever see or hear from Bradshaw with regard to the purchase of the Slaves, before you Shelton agreed on the price. I know not that I recollect of.

By Same. Who had the possession of the Slaves from the time of the sale by the Sheriff until you bought them as before stated.

Answer. William Shelton had the possession of them, I never heard of the negroes being moved.

By Same. Did or not William Shelton in a short time after you bought said Slaves & got possession of them, come to you to get the woman Flora back, and tell all that took place, and how the Bill of Sale from Edward Bradshaw to Agnes Shelton & others for Flora & her children came to be executed.

Answer. William Shelton came to me and wanted to get the woman Flora back in a few days after the sale was made. William Shelton came to me to know if I would rescind the contract so far as the woman & child was concerned. I agreed with Shelton to rescind the contract so far as the woman and child was concerned. He Shelton then asked me to go with him to Hopkinsville to see Mr Bradshaw.

I then rescinded the contract with Mr Bradshaw. So far as the woman & child was concerned, and kept the two oldest children.

Bradshaw then as I understood made a deed of gift to Mrs Shelton & her three youngest children for Flora alone. was my understanding I did not read the Bill of Sale but signed it as a witness & was told by Shelton or Bradshaw what its contents were.

By Same. When you rescinded the contract with Bradshaw. what did you give him for the two children of Flora you kept.

Answer. Five hundred dollars.

By Same. How long have you known William Shelton.

Answer. I have known him fifteen or sixteen years.

By Same. Has he or not been very much embarrassed with debt for the last 9 or 10 years.

Answer. Yes I am told he has been.

By Same. Who got the horse you paid as part payment for the two negroes you bought of Bradshaw.

Answer. Shelton got the horse.

By same, when Mection came to get you to his mind the contract as to
 Flora, did he or not say his wife could not do without ^{her} ~~any~~ ^{more} ~~any~~
 answer. He did, stating at the same time that he did not know
 of any other woman that would suit her as well.

Dissection of Complainants anatomy

Did not William Shelton tell you all the time he was negotiating with you for the sale of Horaglen children that 5 negroes were the property of Edward Bradshaw. & that they did not belong to him Shelton.

Ans. yes. He did =

Ans roch. He did =
By Same. Did you or not due go w Hopkins well & is or not
Edward Bradshaw executes to you his Bill of Sale for said Slaves.

Answer. He did.

By Some. Was it not your understanding that William Hester
was only selling said Slaves to you for Edward Broadbent for himself

Answer. That was my understanding from Shelton

My Name. Did or has this Transfection take place previously
to the date of the Bill of Sale, executed by V Bradshaw to William Shelton
in trust for his wife & three of amongst the Scraps for Lora

Answer. It took place several days before the Bill of Sale was made.

By Same are you or not acquainted with the children of Mrs. Shelton
to whom in fact said Bee of sale was executed, if so please state
their ages.

Musson. I am acquainted with the three children they are under fourteen I would judge at this time.

By Same Have they or not been residing at the home of Mr. Shelton and with him ever since the execution of the order of sale for so many by Bradshaw. To the complainants

Mr. Swan. They have been there with him so far as I know

By Same. Do you or not know dat from the time of the execution of said Piece of Sale in May 1844. for said Negro woman, that the Neoplainants have always claimed them as their own property, and as such known and recognized in the Neighborhood

Answer. That was my understanding, it was ~~more~~ from the Bill
of Sale than any thing else, that I can recollect from

By Same, Navigor or not after Least Must Shotton Sq. that if
 Glorajolium belonged to him, that he would see them Laphis

answer I have. "He answering the above question
is object to by defendant. "C. S. Bradley for Sept 21,

By same. Do you or not know that from the time of purchase under execution by Bradshaw of Flora, to the time you purchased that the Sheller lived her from Bradshaw.

Answer. I do not.

By def. Has William Shelton been the owner of any other Slaves than Glover & his children within the last ^{five years} ~~Chicago~~ ^{Chicago} &
 Answer. None that I know of & I did not understand that he owned them, but they were there.

By June. How far have you lived from so shallow during that time

Casuar. About four miles I would suppose further the deposit said No?

E. H. Roscoe

S. B. Levell's Depo. Also the deposition of S. B. Levell, taken at the same time & place and for the same purpose stated in the caption to the foregoing deposition of A. S. Sabney. The deponent being of lawful age and first duly sworn, deponent and sworn, By deponent: Were you or not acting as deputy Sheriff of Tazewell county in the fall of 1850, if so, did or not an execution in favor of Stinkhead Grant, against the Estate of William Shelton dated 5th day of November 1850. Come into your hands for five hundred & sixty two dollars & 50 cents debt & interest interest & costs.

Answer. I was acting as deputy Sheriff. I am positive about the day of the month. The execution was put into my hands some time in November and the precise amount. I do not recollect. I recollect the execution was in favor of Stinkhead Grant and against Shelton.

By Same. Did you or not endorse on the execution you speak of when it came to hands.

Answer. Yes Sir.

By Same. Did or not William Shelton this year give Gamaliel Corban who was acting as the agent of Stinkhead Grant, a Bill of Sale for said Slaves, & did not said Corban upon this doing so, direct you to return the execution satisfied. State what took place.

Answer. The best of my recollection is, they gave me Corban, a Bill of Sale. Mr Corban obligated himself to pay or give to Mrs. Shelton the balance of the money, after the execution was satisfied.

By Same. Was or not Corban to sell said Slaves, pay the debt to Stinkhead Grant, & let Mrs. Shelton have the balance of the money. Answer. That is my best recollection. And further this deponent. Sworn Not. J. B. Levell.

Stanley Thomas's Depo. Also the deposition of Stanley Thomas taken at the same time & place & for the same purpose stated in the caption to the foregoing deposition of A. S. Sabney. The deponent being of lawful age & first duly sworn, deponent & sworn.

Question by Dependent.

Were you or not acting as deputy Sheriff for Tazewell in 1842 & 1843.

Answer I was.

By Same. Did or not two Executions in favor of Richard Wilson against the Estate of William Shelton come to your hands dated about the 24th April 1843. to be executed and if so upon what property did you levy said Executions.

Answer I recd. two Executions from the office of the Tazewell Circuit in favor of Richard Wilson against the Estate of William Shelton & others in April 1843 & levied on one negro woman named Flora & three children.

13.

By Same. State whether they were not sold at the house of Wm Shelton and if so. how far said Shelton lives from Cadiz. State whether said women & children were not all sold together by request of said Shelton, and state also what said slave, sold for, and what they were worth.

Answer. The negroes were sold at Mr William Shelton's house, about fifteen miles from Cadiz. My recollection is that the negroes were all sold together, but I do not remember that Mr Shelton requested me to put them up, all together, but think it quite probable, the negroes sold for five hundred twenty five dollars (\$525) Edward Bradshaw being the purchaser. I think the negroes were worth at that time at least \$1000. One thousand dollars.

By Same. Did Mr Shelton request you to see the women & children or any of them separately.

Answer. I think he said not.

By Same. Were there many or few persons at the Sale.

Answer. I think there were only some six or ten persons.

By Same. What was the reason the slaves sold at Shelton's house.

Answer. I do not now recollect, but think that it was done to save cost & trouble as the law authorized me to see the property at his house.

By Same. Did or not Shelton object to their being carried to the Court house to be sold.

Answer. I do not now remember, but think it quite probable.

By Same. Was or not William Shelton in 1842, seven times insolvent or considered so.

Ans. That was my understanding and I think he was so understood by others in his neighborhood.

Question by Counsel.

Did you or not as deputy sheriff duly advertise said slaves previous to selling them according to Law.

Ans. I did.

By Same. Did or not openly advertise to sell and did or not you strike them off to Edward Bradshaw at the sum of five hundred & twenty five dollars, was it not the highest bid for them.

Ans. I did expose them to public sale to the highest bidder and Edward Bradshaw was the highest bidder & bid the sum of \$525. dollars. He being the highest bidder they were duly struck off to Ed. Bradshaw.

By Same. Were you or not in the habit of selling slaves in the County at the place levied upon. Was it not entirely legal.

Ans. I think it was legal to sell slaves at the owner's house or at the place where they were levied on but I was not much in the habit of doing so.

By Same. Did or not Mr Shelton request you to separate or all to sell together, but was it not done by you. Did they or not bring as large a sum as they would have brought separately.

Ans. My impression is that Mr Shelton wished them all sold together as the children were small. I do not know whether they would have sold for more if they had been sold separately, but think they would.

By Same. Do you or not know that Mr. Shelton had no interest in the said slaves since the time above spoken of, only as Trustee for his wife & three young children
 Ans. My term of office expired. I think soon after I sold the negroes & know but little about Mr. Shelton's business for some time afterwards further than this defendant - Smith says -

Steady Thomas.

Also the deposition of Thomas Algreiter taken on part of the Compt's Depo { at the same time place for the purpose and stated in the caption of A. S. Dabney's deposition, defendant being of lawful age first duly sworn. defendant and oath. Question by Compt's Counsel, Mr. Algreiter did you or not act as deputy sheriff for Gregg county Ky. for several years between the years 1844 & 1850. if so state the time
 Ans. I did act as deputy sheriff in Gregg Co. Ky. in the years 1848 & 1849. By Same. During the years mentioned did or not various executions come to your hands against John Shelton for large sums of money & did you or not receive all the property belonging to him subject to execution

Ans. Yes. During the time I acted as deputy sheriff several executions came to my hands against Mr. Shelton amounting to over a hundred dollars. I sold some property under execution belonging to Shelton perhaps all that I brought in was subject to execution at the time

By Same. Were or not negro woman Flora and her children by you looked upon as the property of Mr. Shelton & further you say that children not the property of Mr. Shelton & further that you saw you failed to say upon them & do or not Mr. Shelton during this time hold said negro as Trustee for Compt's. Please state all your information about it.

Ans. I never knew the negro woman & children above referred to. I have seen several negroes at Mr. Shelton. I was informed by some one that the negroes did not belong to Mr. Shelton. My best recollection is that some one informed me that the negroes belonged to Mr. Shelton. I never heard any one say that Mr. Shelton was holding some negroes as Trustee for Compt's.
 Question by defendant.

While you were sheriff before since was not William Shelton as above insolvent

Ans. He was generally so considered. And further this defendant says that

Thomas Algreiter.

State of Kentucky, } I Richard Poston a Justice of the Peace for the county of
 Gregg County, SS. { State of said county do hereby certify that the foregoing
 depositions of A. S. Dabney, J. M. Rose, J. B. Sewell, Steady Thomas & Thomas Algreiter were this day taken sworn to & subscribed before me at the place for the first time stated in the caption thereof & that the answers of Dabney & Thomas Algreiter are entirely in their

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own law writing respecting the answers of Swells, Pascoe, were written
by my self & that the same have not been out of my possession
Given under my hand this 29 day of September 1857.

Richard P. Stiles

H. P. Stiles The deposition of Henry P. Stiles taken on the 25th day of September
Sept 27 1857. at the Law Office of Stiles & Hall well in the town of
Hopkinsville and State of Kentucky, to be read in evidence in an
action now pending in the Court of Chancery at Clarksville in the
State of Tennessee wherein Agnes Shelton and others are ~~complainants~~
and Mr. Pope & others are defendants.

The deponent being of lawful age, and ^{only} sworn deponent of said
I have seen a copy of the Bill of Sale from Bradshaw to
William Shelton as Trustee for Agnes Shelton Ellen Jane
Martha & Eliza Lyons Shelton dated August 15-1844 for the
Slaves, Flora her children attested by J. M. Pascoe. My opinion is that it
is embraced in the provisions of the act of assembly of this State approved
July 1-1839. ~~It~~ claiming that no mortgage or deed of trust of the first day
of August 1839, should take effect (except between the parties to such
mortgages or deeds of trust) until the same should have been duly acknowledged
or proven and actually lodged with the proper clerk to be recorded.

The proper clerk would have been the clerk of the County where the
property was situate. I have examined and read the statement made in
paper marked "A" & copy of paper Bill of Sale marked B. & there attached
and of opinion that in such a state of facts as alleged in paper
A. under the Laws of Ky. the sale or arrangements
made between Bradshaw & William Shelton would be regarded as
void of no effect as to the Creditors of Shelton, that the entire
arrangement, the purchase of the Slaves by Bradshaw, the retention
of them by Shelton & continued acts & claim of ownership by him
together with a sale of one of them & the conveyance of the others
by Bradshaw to his Shelton's wife & children's use & benefit
& the accompanying facts, bring the case wholly within the Statutes
of frauds of this State & the adjudications of our appellate Court
construing the same, that the Slaves, would in this State (Ky) be subject
to the payment of Shelton's debts.

It is also my opinion based upon numerous repeated ^{decisions} ~~adjudications~~
of our appellate Court, that to couple title by possession upon the
wife & children of Shelton, their holding must be open, unequivocal
& adverse to William Shelton & that the statement in said paper "A"
show no such adverse, open & unequivocal possession as would
relieve said Slaves from Shelton's creditors, or discharge him of title.

The Statute of Limitations at Law begins to run from the time
of the committing of a fraud, but in Equity not until its discovery.
See Statutes, Vol. 1st p. 734, Vol 2nd p. 1125, 1133 inclusive Vol 3rd
p. 384. 1 Dana 92. 3rd Mass. 336. Ibid 278. I have been practicing
Law in Hopkinsville Ky. about ten years, and at present Circuit Judge
for the 2nd Judicial district of Kentucky & furnish this deponent with not, Henry P. Stiles

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(The paper marked "A" referred to in H. S. Stites deposition was copy of
Defendants Answer, is not here copied by direction of counsel for both parties)

John McSinning / Also the deposition of Mrs McSinning taken at same time
Sept. / place, & to read as evidence in the same suit?

The deponent being of lawful age, first duly sworn & depose
said. Question by Defendants atty.

Please examine the paper referred to as A B in the deposition
of Huld Stites state your opinion as to the Law as to the question
of title in the Slaves in controversy in the wife & children of so
William Shelton state also how long you have been a practicing Lawyer
I have examined the paper referred to in the above deposition of Huld Stites
which are now before me I have also examined the deposition
fully concur with the opinions & statements of Huld Stites as therein
given made & adopt the same as part of this deposition. I am
familiar with the laws referred to in the foregoing deposition & state that they
are correctly stated as referred to by Huld Stites.

From the facts as stated set forth in the paper marked "A"
referred to in the foregoing deposition I am of the opinion that
the Slaves in the Bill of Sale of Bradshaw to Shelton as Trustee of
his wife & children would be subject to Sheltons debts.

By the laws of this State if the sales conveyance in Trust by Bradshaw
to Shelton of the Slaves had been in other respects valid. It is
inoperative void for not being registered & recorded on
Ladys with the Clerk of the County Court of Meigs Co.
in record, as required by the Statute of Kentucky, the Statute
of Limitations is five years to have the recovery of property after
the adverse possession for that length of time as stated in the
paper marked "A" I do not consider it necessary to say
anything further as to the laws of Kentucky as applicable to the facts of
the case as set forth in the paper last above referred to, than
has been said by Huld Stites in his deposition which I have
herein before adopted as part of this deposition. I have been a
Practising Lawyer between eight & nineteen years of which this
deponent said not. John McSinning.

By agreement of the parties the further taking of depositions in this case
is adjourned until Saturday the 27. Inst. Given under my hand this 25 day of
September 1857. Wm V Bernard J. Cee.

Met on Saturday according to adjournment. no witnesses appearing to give depositions
the further taking of the same is closed Given under my hand as presiding
Judge of the County Court of Christian County Kentucky
Sept 27. 1857. William V Bernard J. Cee.

The Commonwealth of Kentucky The foregoing depositions of
Christian County set Huld Stites & John McSinning were
on the 25 day of September 1857. Taken & subscribed & sworn to by the
said Huld Stites and John McSinning at the place for the

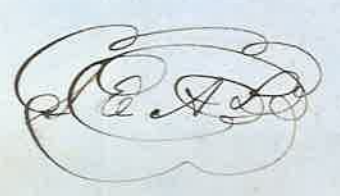
in the chancery court at Clarksville by Agnes Shelton, Ellen & Shelton
Margaretta Menerva Shelton, Julia Lucius Shelton by their friend Joseph S.
Shelton. Complainants against John M. Pope, Rebecca Pope, John S. Pope
James S. Pope, Green S. Pope, Margaretta Pope defendants, a decree
was this day rendered by the court against John M. Pope, Rebecca
Pope, John S. Pope for S. Pope, Green S. Pope, Margaretta Pope
for the costs from which decree to pass John M. Pope, Rebecca Pope
John S. Pope, James S. Pope, Green S. Pope & Margaretta Pope may
an appeal to the next supreme court to be held at Nashville

Now if the John M. Pope, Rebecca Pope, John S. Pope,
James S. Pope, Green S. Pope, Margaretta Pope shall prosecute
so appeal with effect on in case of failure therein. shall pay
satisfy all damages & cost which may be awarded against
them for wrongfully prosecuting so appeal shall further
abide by perform & discharge the sentence judgment or
decree which court may make therein, then the above
obligation to be void, Else to be & remain in full force & effect
Signed Sealed & delivered the day & date above written

John M. Pope *[Signature]*
for Bailey
J. W. Bailey *[Signature]*

State of Tennessee

I Philander Priestley Clerk & Master of the Chancery
Court at Clarksville, Montgomery County Tennessee, certify that
the foregoing pages from 1 to 17 inclusive, double pagged, contain a
full, fair and entire transcript of the cause of Agnes Shelton et al
complainants against John M. Pope et al defendants as the
same are on file and of record in my office, except that by
request and consent of the counsel on both sides three original
transcripts from Kentucky, to wit Richard Wilson vs William
Shelton - Kinkead Grant vs William Shelton & Richard
Wilson vs William Shelton, are withdrawn from the files in
this court and sent up with this transcript in lieu of being copied.



In testimony whereof I have hereto set my
hand and affixed my private seal, having no
seal of office, at office in the town of Clarksville
the twenty first day of January 1852 and the
76th year of the Independence of the United States.
P. Priestley C. & M.

Decree 17. Dec. 1857. State tax

1. C. of bill 2250 - 2.25 - Spa. to Am. 75¢ - 4 affidts. 72¢ - 3. dects. 1.12 ² -	3.75
Ans. & repl. 37 ² ¢ - 3. Orders 75¢ - Sitting 12 ² ¢ - Jry. 1.00 - drawing decrees	
6. C. S. 1.08 - Enlg. de. 1.08 - Order for appeal 25¢ - Appeal & bond 75¢ -	
Bill cost 25¢ - transcript 15228-1522 - Certificate & seal 1.00 -	26.97 ²
Shelton - 6. Jry. 6.00 - 6. Spas. to Am. 3.75 -	9.75
Clubs fee for seal & tard paid by Pope 2.00 - R. Poston J.P. fee for	
taking depts. 1.00 - Witness 50¢ - Constable fee 25¢ paid by Pope	
H. C. Bennett clk. fee for transcript, paid by Pope 4.30	8.05
" " " " " 4 transcripts 4.30. 2.80. 2.80. 2.80. 2.80 ea.	15.50
	<u>\$64.02²</u>

Agnes Sheelands

Handwritten

John W. Sheelands

June 23rd January 1852

J. H. Francis

Reversed & Remanded

57
92

No. 0

By the Court.

In the very imperfect manner in which this case is presented in this record, no decree can properly be made either way.

1st as to the minor defendants named in the bill, and also as to the defendant William Shellen, there is neither answer, nor judgment pro confesso.

2^d Though it is alleged both in the bill and in the answer of Pope & Wife, that Shellen & Wife executed a bill of sale, for the slaves in controversy, to Corbun, yet no such bill of sale is to be found in this record; and we think the rights of the infant Complainants ought not to be concluded, upon this point, either by the admission in the pleadings, or the parol evidence which seems not to have been objected to.

3^d The defendants, Pope & Wife, insist in their answer, that they are innocent purchasers of the slaves, without notice of the equitable right asserted by the Complainants. The Chancellor, in his decree, finds this fact to be otherwise; but the proof to sustain such findings if there were any is not contained in this record. And as this may turn out to be the point upon which the decision of the case must ultimately depend, we deem it proper to reverse the decree and remand the case to the Chancery Court, in order that the case may be so prepared and presented as that a decision may be had upon the merits.

Decree reversed.

McKinney

B.

Copy of Exhibit (A) in H. I. Stiles deposition
 "I know all men by these presents that I Edward Bradshaw
 of the County of Christian and State of Kentucky for and in
 Consideration of the sum of one dollar to me in hand paid
 have this day sold to William Shelton as Trustee for Agnes Shelton his
 wife and their three children Ellen Jane Shelton, Marietta Minerva Shelton
 & Eliza Lycia Shelton, a negro woman named Flora and all her
 increase from this time. I have and to hold the same for them use and
 benefit forever. In testimony whereof I have this day set my hand and seal
 May 15th 1844. A. E. Bradshaw Seal
 Attest J. M. Roscoe."

A.
 Copy of Statement, Exhibit B in H. I. Stiles Deposition.

"The respondents will here state the facts in regard to said title according to the
 best information they can obtain. In the year 1843, William Shelton residing
 in the State of Kentucky, being greatly embarrassed in his circumstances, in fact insolvent
 and unable to pay his debts, was possessed and the owner of the slave, Flora and her
 children, 3 in number. Some of the creditors of W. Shelton had obtained judgments against
 him for executions having ^{been} served out on said judgments were levied on said slaves, which
 were a distress to be sold at the Court house, in Cadiz, Trigg County, State of
 Kentucky, the day being ~~one~~ on which the Court by law would be holden
 at the Court house. The said Edward Bradshaw, being a friend of W. Shelton
 it was agreed between them that the sale should be so conducted that the slaves
 should be sold for a small sum of money, that Bradshaw should buy
 them, & convey them to Shelton at some future time upon the payment of the money.
 the object and intent of the parties being to hinder delay, & defraud the creditors
 of W. Shelton in the collection of their debts. In pursuance of this agreement the said Shelton &
 Bradshaw influenced the officers who had levied upon the slaves to postpone the
 day of sale to some other date at the house of Shelton in the country 12 miles
 distant from Cadiz. Bradshaw attended the sale in the country, the slaves
 were put up all together and sold to Bradshaw for four hundred seventy five
 dollars. These respondents state that by the management & intrigues of W.
 Shelton & Bradshaw, but few persons were present at the sale, the object
 of the parties being to have the slaves sold for as small a price as possible
 with the view of furthering the objects aforesaid.
 Respondents state that they have been so informed so charge the fact to be
 true by the laws of Kentucky within which State the sale took place
 It was the duty of the Sheriff to see each of the slaves separately & not to
 put them all together. They further state that the slaves were worth at the
 time eleven hundred dollars. They further aver saying that the slaves
 were left by W. Bradshaw in the possession of Shelton where they remained
 for several months, when the said Shelton sold them all to one Roscoe for the
 sum of \$1100.00 & delivered them to Roscoe. Subsequently becoming
 dissatisfied & desiring to get the woman Flora & her youngest child
 back, Roscoe rescinded the contract as to W. Norman & child & paid \$500.00
 for the two which he kept. All this was done in the absence of Bradshaw
 and without his knowledge, but was in pursuance of the agreement made

between him & Shelton. Bradshaw had rec^d the money bid by him for the slaves, which
applied to, executed the Bill of Sale, introduced by Comptts. Respondents state that the
Slaves remained in the possession of s^d Shelton from the time the Sale was made by the
officer, up to the time when Corban purchased with the exception of a few days while Rose
Lad dem, that Shelton claimed s^d Slaves as his own property. Held them for himself not for others.

Exercise acts of ownership on them was regarded as the undisputed owner, s^d s^d Slaves were
never listed in the tax books as the property of Comptts but were for the years 1847
& 1848. Perhaps longer, listed as the property of Shelton, By the Law of Kentucky the
Bill of Sale introduced by Comptts, was required to be registered, respondents here
state that it was not registered by the laws of s^d State is absolutely void of no
effect. whatever conferring no right or interest to s^d Slaves upon the Comptts.

Respondents state that the whole case shows that the object of s^d Shelton
was to defraud his creditors, that he retained possession of s^d Slaves, altho the
Comptts may contend that their title is perfected by the Statute of

Limitation, yet the possession of Comptts. was not open, notorious & adverse
if indeed they ever had possession, that it was concealed & fraudulent, that
Corban was a creditor of s^d Shelton. He was ignorant of the fraud & facts
before set out by the Laws of Kentucky. Such possession can not confer a title
upon the Comptts, at least the Statute of Limitations did not commence running
as against Corban until he discovered the fraud, that was not
until after the Bill in this case was filed.

Respondents state that s^d woman gave birth to two or three children
after the Sale was made to Bradshaw & s^d child which with the woman came
into Respondents possession in manner as follows, Instead of grant
recovered a judgment in the State of Kentucky against Shelton which was
applied & became the property of one Gamaliel Corban, when this
Judgment was rendered, Respondents do not know, but he used the time
to the Court. s^d obtained within five years before the Sale was made
to Corban. Respondents insist that the Bill must be dismissed, because
by the Laws of Kentucky, the Statute of Limitations, to have actions to recover
Slaves is 5 years, not 3 years, as in this State, Execution was sued out &
levied on the Slaves, now in Respondents possession, they were advertised for
Sale. Under the circumstances well knowing that Corban had a right
to subject s^d Slaves to the payment of his debt, the s^d Shelton & his wife
with a view to prevent them being sacrificed agreed to convey s^d Slaves
to Corban, who was to sell them for the best price, he could obtain
by his judgment. That the remainder over to the parties, a Bill of Sale was
accordingly executed to him by the parties, He brought the Slaves to this State
sold them to Comptts for the sum of \$1200.00 Execution a Bill of Sale
which has been registered in this County, Comptts at the time of the purchase
paid down \$800.00 in cash. in about ten days thereafter they paid \$220.00 so
note was executed for the remainder, all the sums were bona fide
paid & the purchase was made in good faith. Respondents did not know
until after the purchase & payment of s^d that Comptts had any
claim or interest in s^d Slaves, Nor indeed had they ever heard of the fact
or of any circumstance calculated to put them on inquiry.

They therefore claim that they are bona fide purchasers for a
valuable consideration, without notice of Complainants title.

entitled to the protection of this Court, so far as regards
the interest of Agnes Shelton Respondent claim that they
have the legal & equitable title.

State of Tennessee } J. Philman Priestly Clerk Master
Montgomery County } of the Chancery Court at Clarksville
Do hereby certify that the foregoing three
pages contain a true and perfect copy of Exhibit "A" &
Exhibit "B" in Henry S. Stiles deposition, Exhibit B being a
copy of a Bill of Sale from Bradshaw to Shelton and Exhibit
"A" being a Statement, both of which are annexed and attached
to sd deposition, as the same remains on file in my office.
Witness my hand at office in the town of Clarksville
on this 24th day of January A.D. 1852.
J. Priestly C. C. C.

This transcript 1250—
Certificate and seal

1.25
1.00
\$2.25

Agnes Shelton et al

Additional

Manuscript

Proc. Wm. Pope et al