

Mrs Greenwood	against The Lemmings Co & Agents	Manufacturing	school
Wm. H. Barrett	"	The same	
H. J. Mildred	"	The same	
R. H. Isor	"	The same	
Wm. Stewart	"	" "	
McCauley Johnson	"	The same	

These causes came on to be heard before the judges of the Supreme Court of Tennessee, at Nashville, on the transcript of the record from the Chancery Court at Clarksville, the causes having been ^{Mr. Greenwood} consolidated in 1st Court. The court being of opinion that, being an ⁱⁿⁿ merchant sold to the defendants the machinery used in their mill, & that by a proper construction of the act of 1816, Chapter 118, the 1st Greenwood has not a lien, entered by 1st statute to be given to mechanics both do decree & both reverse the decree of the Chancellor directing the amount in the hands of the clerk coming from the sale of the mill, to be divided pro rata between himself, Wilder, Loom & Greenwood & Stewart. ~~And the~~ It is ordered that the debt due to Wilder, himself, Loom & Stewart ^{as ascertained by decree of Oct 1852} be first paid after deducting all costs in this Court & the Court below, & the remainder of the fund be paid to Greenwood who has a lien as a judgment creditor, having registered his judgment according to the tenor of the act of 1832. In all other respects the decree of the Chancellor is affirmed, & these causes are remanded to the Chancery Court at Clarksville for further proceedings.

$\$50$ $\$100$ $\$200$ $\$350$ $\$400$ $\$450$
 $\$50$ $\$320$ $\$250$ $\$275$ $\$185$ $\$380$
 $\$20$ $\$300$ $\$390$ $\$375$ $\$175$ $\$275$
 $\$140$ $\$60$ $\$75$ $\$150$ $\$275$ $\$375$ $\$370$ $\$275$ $\$180$

Miles Greenwood & Co.

or

Man. Div. Co. & Agriculture at La.

entered -

answ of company 37 1/2 off to ansr 18 1/2 decrees 100. 4 c 110
 A.D. Rainey Shff Copy of Attach Bill 100, 2 shas to ansr 125. Lvy attach 100 3.25
\$14.98

H. J. Wilder 3 Deere October Term 1852
 as State Tax 3.75
 Ten Man silk 62 1/2 ag school } Attach Bill 37 1/2 off to Bill 18 1/2 .55
 Attach Bond 100, 1 see 18 1/2 Copy of Bill 90 1/2 shas to ansr 75 2.83
 Attach 100, ansr Bank of Tenn 37 1/2, off to ansr 18 1/2 pro. con 12 1/2 1.67
 setting cause 12 1/2 order setting aside pro. con 25 1/2 ans of Co. 37 1/2 .75
 off to ansr 18 1/2 decrees 100 4 con 100 2.18
 A.D. Rainey Shff Copy of Bill 100, 2 shas 125 Lvy attach 100 3.25
\$14.98

Michael H. Igo 3 Deere October Term 1852
 as State Tax 3.75
 Ten Man silk 62 1/2 ag school } Attach Bill 37 1/2 off to Bill 18 1/2 .55
 Attach Bond 100, 1 see 18 1/2 Copy of Bill 90 1/2 shas to ansr 75 2.83
 Attach 100 ansr of BK of Tenn 37 1/2 off to ansr 18 1/2 pro con 12 1/2 1.67
 setting cause 12 1/2 order setting aside pro. con 25 1/2 ansr of Company 37 1/2 .75
 off 18 1/2 decrees 100 4 con 100 2.18
 A.D. Rainey Shff Copy attach Bill 100 2 shas to ansr 125, Lvy attach 100 3.25
\$14.98

McCauley & Johnson 3 Deere October Term 1852
 as State Tax 3.75
 Ten Man silk 60 1/2 ag school } Bill 37 1/2 Bond 15 1/2 .52
 1 see 18 1/2 Copy of Bill 85 1/2 shas to ansr 75 1/2 ans. Bank of Tenn 37 1/2 2.15
 off to ansr 18 1/2 pro. con 12 1/2 setting cause 12 1/2 order setting
 aside pro. con 25, ansr of comp 37 1/2 off to ansr 18 1/2 decrees 100 1.82
 4 con tin 100 1.00
 A.D. Rainey Shff 2 shas to ansr 125 1.25
 H. P. Bowling " 1 " to testify 25 .25
\$11.12

J. J. Mumford C. & M 1 shas to tes 12 1/2, 2 notices 36 1/2 1 Sep 08 100 1.48
 1 C. J. Report fund in Court 200, 8 1/2 C. J. Rept as to luns 2.00
 He \$17.00, Except to Rept 37 1/2, 2 orders 50 1/2 setting deere 75 1/2 - 18.62
 Appeal Bond 50 1/2 Transcript \$25.00 6 Bills of cost 150 27.00
 Geo. Sonitto Witness 1 day 75 1/2 26 miles ^{10 1/2} tolls 10 1.82
\$62.14

of J. J. Mumford Clerk & Master
 of the Chancery Court at Clarksville
 certify that the foregoing is a true and perfect copy of the
 proceedings had in the case of Miles Greenwood as the Tennessee

Miles Greenwood

v^s

Sick Co + State Bank

Bill of

To the Hon. J. H. Cahall Chancellor for

attachment the middle division of the State of Tennessee sitting
 filed 25th at Clarksville Humbly Complaining Your orator Miles
 1847 at 1 o'clock Greenwood a mechanic and Citizen of the State of
 P.M.

Ohio would respectfully shew to your Honour.

that in the year 1846 He furnished to the Tennessee
 Manufacturing Silk Company and agricultural school
 which were building a fine merchant & flouring mill
 on Red River in the County of Montgomery and State
 of Tennessee on a special contract with said company
 the machinery of least Iron for said mill, which he
 undertook to deliver at the wharf in Clarksville, for a
 stipulated price the agents paying the freight. He did
 deliver the machinery as he contracted to do, and the
 same was received by said company and transferred
 to their mill on Red River above Port Royal. Said
 machinery was put in said mill and applied to
 the purposes of manufacturing Flour meal &c The
 machinery was worth the sum of \$3122.36 Dollars
 which the said company agreed to pay ^{As Staty}. He sued the
 said company at law to the July term of the Circuit
 Court for Montgomery County 1847. obtained a judgment
 at the November term 1847. of said Court against
 said company for the sum of thirty two hundred and
 forty two dollars and 72 Cents, for which Execution
 issued directed to the Sheriff of Montgomery County
 and which has been returned by him no property found
 of the debts in this County; said judgment was
 obtained on the 27th Nov: 1847. for the sum aforesaid
 with 9.31 cents costs, He states the said company were
 the owners of a large tract of land on Red River
 which included the site whereon the mill is erected
 on which however the Bank of Tennessee has an unsat-
 -isfied lien for a portion of the purchase money
 in which the legal title is now vested. He states
 he commenced delivering said machinery in June 1846

of the debts in this County, said judgment was obtained on the 27th Nov. 1847. for the sum aforesaid with 9.31 clats costs, He states the said Company were the owners of a large tract of land on Red River which included the site whereon the Mill is erected on which however the Bank of Tennessee has an undated-issued lien for a portion of the purchase money in which the legal title is now vested, He states he commenced delivering said machinery in June 1846 and finished in December 1846, He states he issued his writ in the suit at law against said Company on the 8th May 1847. within one year from the time of the delivery of the first part of the machinery delivered the Record of which Judgment is here referred to as apart, ^{here} of and a Copy shall be filed on the hearing. He further states that he caused his said judgment to be recorded in the Registers office in Montgomery County within 60 days from this rendition thereof which is also here referred to as a part hereof, and will on the hearing be filed or a copy thereof, He states he is advised the Bank of Tennessee has a lien on the tract of land consisting of 400 or 500 acres whereon the said Mill is situate for the balance of the purchase money.

In tender consideration whereof He prays that the Bank of Tennessee and the said Tennessee Manufacturing Sick Company and agricultural school be made defendants to this bill and that they answer the same specially and without equivocation and fully and that the said Bank state how much of said purchase money is yet due by said Company for the purchase of said lands &c and that they set forth and exhibit their title to the same, He prays that all proper process may issue & that your Honour will grant the stated writ of attachment directed to the Sheriff of Montgomery County commanding him to attach the said Mill and machinery and the tract of land on which they are erected, and which said Company purchased of said Bank, subject to the future order of your Honorable Court, and on final hearing he prays said land Mill Machinery &c be sold subject to any lien said Bank may have of any and

that the proceeds of sale shall be appropriated to the satisfaction of your orators Judgment after satisfying the lien of the Bank if it has any; He prays for all general and equitable relief as in duty bound he will ever pray - this the first application for attachment in this cause

Henry Shackelford for Compl

State of Tennessee }
Montgomery County } This day personally appeared before me
M a Martin one of the Circuit Judges of the State
of Tennessee J a Shackelford one of attorneys of the Complain-
-ant and made oath, that the facts stated in the foregoing
Bill of his own knowledge are true, and those on in-
-formation he believed to be true

Given at

J. A. Shackelford

M a Martin

Judge

The Clerk and Master of the Chancery Court at Clark-
-ville will issue writs of attachment according to
the prayer of the foregoing bill, upon the Complainants
giving bond and security in double the amount of
the judgment

M a Martin

The Answer of the Tennessee Manufacturing Sack Company, and agricultu-
-ral School to the bill of Complaint of Miles Greenwood
exhibited against them and the Bank of Tennessee in
the Honorable The Court of Chancery in the town of
Clarksville Tennessee

Respondents the manufacturing
Sack Company & agricultural School, for Answer
to said bill say (saying just exceptions) that they
did purchase of the said Bank the land mentioned
in the Bill mentioned, and took the bond of the
Bank for a title when the purchase ^{money} should be paid
that a considerable portion remains unpaid, amount
will be shown on the hearing or on any account ordered
by the Court, and therefore have not taken the legal title
to said tract of land. Respondents admit that they
as a company had erected a manufacturing mill upon
said land, and in order to obtain the running works,
or machinery to be put in the mill

did purchase of the said Bank the land mentioned in the Bill mentioned, and took the bond of the Bank for a title when the purchase ^{money} should be paid that a considerable portion remains unpaid. amount will be shown on the hearing or on any account ordered by the Court, and therefore have not taken the legal title to said tract of land. Respondents admit that they as a company had erected a manufacturing mill upon said land, and in order to obtain the running works, or machinery to run said mill they through an agent entered into a contract with ^{the} Complainant who resided in and carried on his foundry at Cincinnati State of Ohio; in the month of January 1846. By which Contract the Company was to give the amount specified by Complainant or thereabout, and the machinery ready by the 1st day of April 1846; But Respondents say it was not ready at the periods contracted and determined, but was delivered in small parcels at different times during the year 1846. They state, that by the contract aforesaid, which will be filed as evidence in the cause, the Company was to pay drayage from the foundry to the wharf at Cincinnati from whence Complainant was to ship the machinery to Respondents at Clarksville Tennessee, Respondents paying freight, and so upon account of, and at the risk of Respondents as advised and indeed was the contract. Respondents admit the amount due as per bill signed by the President to Complainants for the sum stated in his bill; that he commenced his action at law and obtained his judgment at the times stated, and supposed run his execution as stated which was returned money bond but does not show how this was.

Respondents deny that Complainant has any machinery lien for the machinery so furnished, whatever may be ^{his} lien upon other grounds and other law. For they show that the machinery is not any part of the House, and is not a material in its erection. and besides was a personal contract made in the State of Ohio, with a citizen of that State looking to the personal obligations of the Company for pay; Respondents further state that in December 1845 they entered into a contract of lease in writing under the seals of the parties with one Samuel

Mr Stewart To the Honble Jerry H Cahall Chancellor H in equity sitting
Bill of at Clarksville

attachment

Your orator Mr Stewart a citizen of Mont-
gomery County State of Tennessee would represent to
your Honor that on the day of _____ in the year
1847. at 1/2 past 12. o'clock in the day the Tennessee manufacturing silk Company & agricultural
School situated in the County of Montgomery & of which
Geo. Smith is president, purchased from the President
and directors of the Bank of Tennessee a large and
Valuable Tract of land lying in said County as
will appear by a certified Copy of the title bond which
said President and directors executed to the before
mentioned Corporation which will be filed at the trial
if necessary. Complainant states further that a considerable
portion of the purchase money has been paid ^{by} said Tennessee
Manufacturing silk Company & agricultural School, but
as he is informed a portion of the unpaid purchase
money is still due - how much your orator does not
know, your orator states that said Tennessee manufacturing
silk Company and Agricultural School took possession
of said premises when they were purchased and im-
mediately commenced the erection of large and
Valuable improvements thereon - Complainant would
further state that he is a machanic and as
such was employed by said Tennessee manufacturing
silk Company and Agricultural School to furnish
materials for said buildings which were necessary and
were used in their construction and was likewise
called upon in his character of machanic to bestow
his labour upon materials used in constructing the
buildings on said premises, and that he did work
upon said materials for said Corporation - He states
further that these materials were furnished & his labour
bestowed, within less than one year preceding the filing
of this his bill - Compt. would further state that for
the materials so furnished and his labour as a machanic
said Tennessee manufacturing silk Company and
Agricultural School are indebted to him in the sum
of ninety dollars or thereabouts as Complainant will make
appear at the trial Your orator insists that by the law he
has a lien upon such interest in said premises as is owned
by said Tennessee manufacturing silk Company and Agricultural School.

further that these materials were furnished & his labour bestowed, within less than one year preceding the filing of this his bill - Compt. would further state that for the materials so furnished and his labour as a mechanic said Tennessee Manufacturing Sack Company and Agricultural School are indebted to him in the sum of ninety dollars or thereabouts as Complainant will make appear at the trial Your orator insists that by the law he has a lien upon such interest in said premises as is owned by said Tennessee Manufacturing Sack Company & Agricultural School for the payment of the amount due to him as aforesaid - The Premises considered Your orator prays Your Honor to make said President & Directors of the Bank of Tennessee & the Tennessee Manufacturing Sack Company and Agricultural School parties defendants to this bill, that they answer and show how much has been paid on the purchase of the premises - and what amount is still due, and that the said Tennessee Manufacturing Sack Company and Agricultural School respond to the allegations in this bill, and state whether or not they are true and how much is owing to Complainant for his labour and materials furnished to them as aforesaid - He prays Your Honor further to grant him an attachment as the statute provides and that it be levied upon the equitable interest of said Corporation in the premises for the enforcement of his lien and that copy and spurs issue &c and upon a final hearing, that Your Honor decree the sale of the premises and appropriate the proceeds to the payment of the balance unpaid purchase money, and decree payment of his debt out of the residue, and for such other and further relief as he may be entitled to, and as in duty bound he will ever pray

State of Tennessee }
Montgomery County }

Manford Sol

This day personally appearing before me M. A. Martin Judge of the Court in the foregoing bill & made oath that the matters stated therein are true to the best of his knowledge & belief

M. A. Martin

Sworn to & subscribed before me Oct. 23, 1847. M. A. Martin Judge

To the Ct & M of the Chancery Court at Clarksville upon Compt. entering into bond & security in the sum of two hundred dollars conditions as the law directs let the attachment issue as prayed for. 25. Oct. 1847

M. A. Martin Judge

Warden, equipped by two witnesses, which was acknowledged in the proper and legal form and duly registered in the proper office for the County of Montgomery on the 11th of May, 1847. By which Contract of lease Respondents agreed that said Warden should have the merchant & custom flour and corn mill then being executed and erected by Respondents for the space of three years, and also the farm and lands attached which mill was to be completed with four runs of stone for flouring and custom work, and when so completed the period of rents to commence, and payable six hundred dollars for the first year, eight hundred for the second, and one thousand for the third year, Respondents to supply in convenient speed any machinery that might give way, keep up the dam, and said Warden was to enter into the possession of the farm and buildings and enjoy the same for the consideration of his services in superintending the completion of the mill; Respondents to do certain repairs, erect certain buildings, dig a well.

All of which matters embraced by said lease and charged as well as its probate and registration and date will appear by reference to a copy that will be filed on the hearing or the original.

Respondents state that they did not complete the mill to the extent contemplated, lacking bolt and smut mill for custom work, nor did they repair the farm and houses and erect the buildings mentioned in the contract of lease and therefore, by an order of the board of directors of the company authorized said Warden to do so according to the lease, and he be allowed the value thereof out of the rent. And by an order of the board it was agreed that said Warden have the use of the mill until it could be completed as contemplated in consideration of his services in tending the mill and it was expected that he would pay reasonable rent from the 20th day of May 1847. The time when the mill was ready to grind wheat for merchant work, and that he employ hands to build up the abutments and fill in the dirt in front of the mill; Respondents show that the work has not up to this day been completed for want of means of the Com-

agreed that said Worden have the use of the mill until it could be completed as contemplated in consideration of his service in tending the mill and it was expected that he would pay reasonable rent from the 20th day of May 1847. The time when the mill was ready to grind wheat for merchant work, and that he employ hands to build up the abutments and fill in the dirt in front of the mill; Respondents show that the work has not up to this day been completed for want of means of the Company; Respondents state further that General Worden has been at considerable expense touching the matters in the lease and resolutions mentioned, and they further deem it their duty to state that a large portion of the walls of the mill have gave way during the grinding seasons, and some of the machinery broke causing great delay and much expense since General Worden went into possession of the mills, which by the directions of the Company was supplied and repaired by ^{said} General Worden as well as many other portions and parts of the establishment not above mentioned was repaired supplied and rebuilt by said Worden at great costs, the company not being able to do it, essential to the safety, and usefulness of the property, all of which outlay and earnings it was agreed by the company should be repaid and compensated out of the rents to said Worden - and Respondents will file a copy of the orders and resolutions of the board touching these matters, The Company admits Complainants demand to be just; and submit ^{their} answer and the matters stated, to the consideration of the Court

Himble & Haster

State of Tennessee
Montgomery County } This day personally appeared before me
D. Priestly Clerk & Master of the Chancery
Court at Clarksville George Smith and made oath
that the statements in this his answer, as of his own
knowledge is true and those stated on the information
of others he believes to be true
Subscribed & sworn to before
me the 9th of May 1848

D. Priestly Clerk & M

Geo. Smith. Pres of the Company

deem it their duty to state that a large portion of the wall of the mill house gave way during the ginding season, and some of the machinery broke, causing great delay and much expence since General Worden went into possession of the mill which by the directions of the Company was supplied and repaired by said Worden, as well as many other portions and parts of the establishment not above mentioned, was supplied and repaired and rebuilt by said Worden at great cost the Company not being able to do it, all essential the safety and usefulness of the mill, all of which outlay and earnings it was agreed by the Company should be paid and compensated to said Worden out of the rents, Copies of said order and resolutions will be filed on the hearing, Respondants having answered, Submit the matter to the Court

Kimble & Foster Solys

State of Tennessee }
Montgomery County }

This day personally appeared before me N. Priestley Clerk of the Chancery Court at Clarksville Geo Smith who made oath that the statements in this his answer as of his own knowledge are true, and those stated on the information of others he believes to be true sworn to and subscribed to

before me the 9th day of May 1848

N. Priestley Ck & M

Geo. Smith; President
of the Company

R. H. Iyer To the Honorable Jury the Leashall Chancellor & sitting in Bill of Equity at Clarksville - Your orator Richard H Iyer a attachment citizen of the County of Montgomery State of Tennessee would filed 23rd day of 1847. at half after 4 o'clock P. M. in the year The Tennessee Manufacturing Silk Company & Agricultural School a corporation established in the County of Montgomery of which George Smith is President purchased from the President and directors of the Bank of Tennessee a large and valuable tract of land lying in said County as will appear by a copy of the title bond which as Complainant is informed is duly recorded in the County of Montgomery and which will be presented at the trial, and that there was paid a considerable portion of the purchase money, leaving however a portion

- Spring & Agricultural School a Corporation established in
 the County of Montgomery of which George Smith is President
 purchased from the President and directors of the Bank of
 Tennessee a large and valuable tract of land lying in
 said County as will appear by a copy of the title bond
 which as Complainant is informed is duly Recorded
 in the County of Montgomery and which will be presented
 at the trial, and that there was paid a considerable
 portion of the purchase money, leaving however a portion
 still unpaid, but which is due according to the terms
 of the sale - Complainant would further state that
 upon said purchase being made, the Tennessee Manufac-
 - turing Sick Company & Agricultural School took possession
 of the premises, and commenced large and valuable improve-
 - ments thereon which have ^{been} nearly completed, greatly enhancing
 the value of the lands; Complainant would further state
 to your Honor that he is a mechanic and as such did
 work and labour upon the improvements being ^{erected} upon the
 premises and furnished materials which were used by said
 Tennessee Manufacturing Sick Company & Agricultural
 School in the erection of said buildings being a Merchant
 Mill and other houses and that the work he was doing
 and the materials he furnished by Contract with said Tenn
 Manufacturing Sick Company & Agricultural School were
 performed and furnished at least a considerable portion
 thereof within less than one year previous to the filing
 of this bill - He would further state, that for the work he
 did and materials he furnished he settled with said
 Corporation a short time since - and they fell in debt to
 him two hundred and fifteen or twenty dollars for which
 they executed their two promissory notes; upon which notes
 he sued and recovered judgments on the 17th day of Dec:
 1847. before Robert M. Smith a justice of the peace for
 Montgomery County for principal interest and costs of
 suits - as will appear by a copy of the same as appears
 on his docket which will be filed at the trial -
 Executions have issued upon these judgments & have
 been returned by the proper officer "Nulla Bona" Complainant
 would further state that said Tennessee Manufacturing Sick

The Answer of the Tenn. Man. Sick Company & Agricultural School to the bill of Mr. Stewart filed against them sitting in Chancery at Clarksville

Saving just exceptions, Respondants for answer: Saith that Complainant was employed to work upon the mill and did furnish some material but to what amount in value he worked of material furnished cannot state, cannot admit or deny his charge in this behalf for they do not know and have not the precise means of knowing. and though he may have had a lien as claimed at one time - yet they are advised he has lost it by lapse of time not having brought suit within six months from the completion of the work, save for work & labour done & material furnished after the 28th of January 1846, and from the time of the materials furnished. And they are also advised that as for any matter by Complainant in his bill charged he does not entitle himself to demand the aid of this Court - that he has ^{not} shown that he has exhausted his legal remedy, or that he has any ground for an attachment, and defendants are advised that this Court has not jurisdiction to afford him the relief prayed, and for those with other causes, defendants ask the same benefit they would have been entitled to, had they demurred.

Respondants admit the purchase of the land from the Bank of Tennessee, that they took the bond of the Bank for a title when the purchase money should all be paid, they say a considerable portion has been paid, but a large residue remains non due and unpaid - Respondants further answering state, as they think it is their duty, that justice should be done all; in December 1845. They entered into a contract of lease in writing under the hands and seals of the parties with one Satterlee Worden, witnessed by two witnesses, but which was acknowledged in the proper and legal form and duly registered in the proper office for the County of Montgomery on the 11th day of May 1847 By which contract of lease, respondents agreed that said Worden should have the merchant and custom flour and corn mill, then being erected and erected by respondents, for the space of three years, and also the farm and lands: the mill to be completed with four

of the parties with one Satterlee Worden, witnessed by two witnesses, but which was acknowledged in the proper and legal form and duly registered in the proper office for the County of Montgomery on the 11th day of May 1847 By which contract of lease, respondents agreed that said Worden should have the Merchant and Custom flour and Corn Mill, then being executed and erected by respondents, for the space of three years, and also the farm and lands: the mill to be completed with four run of stones, for flouring and Custom work. And when so completed the period of rent to commence, and payable six hundred dollars for the first year, eight hundred dollars for the second and ten hundred for the third; Respondants to supply with convenient speed any machinery that might give way, keep up the dam, And said Worden was to enter into ^{the} possession of the farm and buildings and enjoy the same for the consideration of his superintending the completion of the mill. Respondants to do certain repairs erect certain buildings, dig a well, rebuild fences &c, all of which matters embraced by said lease and charged as well as its acknowledgement, registration and date will appear by reference to a copy that will be filed upon the hearing or the original

Respondants state that they did not complete as contemplated - Nor did they repair the farm and houses, Nor erect the buildings mentioned in the lease, or dig the well, And therefore by an order of the board of directors of the Company, authorized the said Worden to do so according to the lease, and that he be allowed the value thereof out of the rent, and again by an order of the board mending the Mill and service of General Worden, It was agreed that said Worden have the use of the mill until it could be completed as contemplated in consideration of his services in tending the mill, It was expected he would pay rent from the 20th May 1847, the time when the mill was ready to grind wheat for merchant work and that he employ hands to build up the abutments, and fill in the dirt in front of the mill. Respondants show that up to this day the work has not been completed for want of means of the Company; Respondants state that General Worden has been at great expense touching the matters of the lease and resolutions and orders mentioned. They further

finding any materials, if any a small part; there was no special contract for what he did do, but was employed to work, and to be paid what sum or price he should deserve to have, that his work was done at various periods during the year 1845, & perhaps in a part of 1846. What particular work he done at what time it began and ended is not recollected, but are inclined to think it terminated early in the Spring of 1847. It is therefore insisted that though Complainant is a machanic, he has no machanic's lien and if he had he did not assert it ~~within~~ ^{for} the time prescribed by law, unless it was ^{for} work done and materials furnished on the 28th of January 1848 - Respondants admit they had a settlement with ~~him~~ Complainant and upon such settlement the Company was indebted to him as charged, and on that day executed their note by their president George Smith who adopts the answer of the Company as his coanswerer also admit that judgments were taken as charged therefor and that writs of fieri facias were issued as charged, but do not admit that from any charge in the bill of a return made by the proper officer upon said writs the Honorable Court has or acquired jurisdiction of the matter of this bill nor has Complainant shown any ground for an attachment and therefore deny the allegation that the officer made returns of "nulla bona" upon said writs, and ask the same advantages to which they would be entitled had they demurred to the bill for such cause.

Respondants state that in December 1845 they entered into a contract of lease in writing under the hands and seals of the parties, with one Satterlee Warden, witnessed by two witnesses, which was acknowledged in the proper and legal form, and duly registered in the proper office for the County of Montgomery on the 11th day of May 1847. By which contract of lease Respondants agreed that said Warden should have the Merchant and Custom flour and corn mill then being executed and erected by Respondants for the space of three years, and also the farm and lands, which mill was to be completed with four runs of stone for flouring, and custom work, and when so completed the period of rent was to commence, and payable six hundred dollars

the proper office for the County of Montgomery on the 11th day of May 1847. By which contract of lease Respondants agreed that said Warden should have the Merchant and Custom flour and corn mill then being executed and erected by Respondants for the space of three years, and also the farm and lands, which mill was to be completed with four runs of stone for flouring, and custom work, and when so completed the period of rent was to commence, and payable six hundred dollars for the first year, eight hundred dollars for the second year and ten hundred dollars for the third year, Respondants to supply with convenient speed, any machinery that might give way, keep up the dam, and said Warden was to enter into the possession of the farm and buildings and enjoy the same for the consideration of his superintending the completion of the mill, Respondants to do certain repairs, erect certain buildings, dig a mill race and build a fence &c. all of which matters embraced by said lease and charged as well as its acknowledgment and Registrations and date will appear by reference to a copy that will be filed on the hearing or the original

Respondants state that they did not complete the mill as contemplated nor did they repair the farm and houses, and erect the buildings mentioned in the contract of lease aforesaid; and therefore by an order of the board of directors of the Company, authorized said Warden to do so according to the lease and that he be allowed the value thereof out of the rent; And again by an order of the board ordering the Warden and Secy of General Warden aforesaid, it was agreed that said Warden have the use of the mill until it could be completed as contemplated, in consideration of his services in tending the mill and that he employ hands to build up the abutments and fill in the dirt in front of the mill, It was expected that said Warden should pay a reasonable rent from the 20th of May 1847 the time the mill expected was ready for grinding wheat for merchant work, Respondants show that up to this day the work has not been completed; but four runs of

Company and agricultural school have no other effects
as he is informed and believed, save their equitable
interest in the premises before mentioned purchased
from the president and directors of the Bank of
Tennessee and he insists that by the law he has
a lien upon whatever interest said Tennessee man-
ufacturing silk company and agricultural school
may have in the premises for the payment of their lia-
-bility to him aforesaid. - The premises considered
Complainant would pray your honor to make the
President and Directors of the bank of Tennessee
and the Tennessee manufacturing silk com-
-pany and agricultural school parties defend-
-ants to this bill, that they answer and show
the title bond and the amount of the purchase
money still due, and that for the enforcement of
the lien which by law this Complainant has
your honor grant him an attachment against
the interest owned by said Tennessee manuf-
-acturing silk company and agricultural school
in the premises before mentioned; and that said
last mentioned corporation answer if the
allegations of this bill as to Complainant
being a mechanic and having worked as
alleged and the amount of their indebtedness
in consequence are not true - Complainant
prays your honor upon a final hearing to decree
a sale of the premises herein mentioned, and
an appropriation of the proceeds, first to the payment
of the unpaid purchase money and secondly
to the payment of your creator's claims before
mentioned, and for such other and further
relief as would be equitable and just between
the parties and as in duty bound he will ever
pray

Munford Sol

State of Tennessee

Montgomery County

This day personally appeared

to the payment of your arators claims before
mentioned, and for such other and further
relief as would be equitable and just between
the parties and as in duty bound he will ever
prayer

Munford Sol

State of Tennessee }
Montgomery County } This day personally appeared
before me M. A. Martin Judge
Richard H. Iyer the Complainant in the foregoing
bill & made oath that the matters ~~stated~~ therein stated
are true to the best of his knowledge & belief
Known & Subscribed before
me this 23rd Dec. 1847 }
M. A. Martin }
Judge } R. H. Iyer

To the clerk and master of the Chancery Court at
Clarksville, Upon Complainants entering into bond
in the sum of four hundred dollars conditioned
as the law directs, let the attachment issue as
prayed for in the bill M. A. Martin
Dec. 23. 1847 Judge

The Answer of the Tenn Sick Company and Agricultural School
to the bill of R. H. Iyer, ^{exhibitor} against said Company
in the Chancery Court at Clarksville & George Smith,
Respondants saving just exceptions, for Answer to
said bill say that the Company did purchase the
tract of land in the bill mentioned of the Bank
of Tennessee took a bond for title, and to receive a
deed when the purchase money should all be paid;
that the Company paid a considerable sum of the
purchase but there remains a large sum unpaid
yet, what is the amount they do not recollect but
will ascertain and show on the hearing, by exhibiting
a statement by the President of the Bank or other
person acting in that capacity; Respondants admit
that Complainant was employed by them to work
upon the mill house and other portions of the work
appertained to the House, but do not admit his

which executions have issued and been returned no property found recovered before a justice of the peace of Montgomery County one dated in Dec. 1847. and the date of the other not recollcted, but both of which will appear by a copy of said Justice's docket which your orator will file at the trial which judgments were rendered against said Corporation in orator's favor making the balance of his debt. These judgments were based likewise upon the indebtedness of said Corporation to your orator for the work and labor he had done upon said buildings for it.

Your orator would state that said buildings are not yet completed - owing as he is informed and believes to the fact that said Corporation has no means with which to complete said building and he charges that the same is wholly insolvent except for the equitable interest held in the premises here mentioned; Your orator states further that he will lose his debts the day of his said labour but for the interposition of your Honor - The premises considered your orator prays, that said president and directors of the Bank of Tennessee and said Tennessee Manufacturing Sack Company and Agricultural School, be made parties defendants to this Bill, That they show what amount is still due of the purchase money, and the latter answer the allegations in this bill and state if they are not true and likewise present the title bond held for the premises - He prays your honor to grant him an attachment ~~in~~ the interest of said Tennessee Manufacturing Sack Company and Agricultural School in the premises for the enforcement of the Lien which as a machanic he holds upon their interest for the payment of his debts - and that your Honor decree a sale of said premises and upon a final hearing decree the payment of the proceeds first to the payment of the purchase money that may be due, & secondly to your orator's debts, and for such other and further relief as he may be entitled to in a Court of Equity, and as in duty bounds He

Manford Sol

State of Tennessee } This day Mr. A. Leavelle the Compl.
Montgomery County } in the foregoing bill appeared before
me and made oath that the statements
in the foregoing bill are true to the best of his knowledge
and belief

orator sets, and for such other and further relief as he may be entitled to in a Court of Equity, and as in duty bounds H

Manford Sol

State of Tennessee } This day Mr. H. Martin the Compt.
Montgomery County } in the foregoing bill appeared before
me and made oath that the statements
in the foregoing bill are true to the best of his knowledge
and belief

Sworn to and Subscribed

before me this 24th Dec. 1847

Just M. A. Martin

Mr. H. Martin

To the Clerk and Master of the chancery Court at Clarksville, Upon Complaint Entering in bond and security in the sum of five hundred dollars conditioned as the law directs, let the attachment issue as prayed for in the bill

24th Dec. 1847

M. A. Martin
Judge

The Answer of the Tenn. man. sick company & agricultural school to the bill exhibited against them and others by Mr. H. Martin in the chancery Court at Clarksville

These Respondants having first exceptions, for answer to said bill, say it is true. The Company purchased the land mentioned on the terms mentioned and took bond for title when the consideration money should be paid, that they took possession and have paid a considerable part of the purchase money, and a considerable sum remains due and unpaid

Respondants admit they employed complainant a machanic to do the work of a carpenter upon and about the mill, the mill house and out houses, before and up to about the 1st of April 1847 and that then they had a settlement, when the Company fell indebted to him about the sum of two hundred and fifty dollars the amount demanded, consisting of two judgments and a note of \$150.00 as stated in the bill. But here they say the judgments are void because ~~rendered~~

Stones have been established for want of means of the
Company, leaving machinery for bolting & cleaning wheat
undone. Respondants state that General Warden has
been at home at great expense touching the matter of
the lease and resolutions mentioned; and they further deem
it their duty to state that a large portion of the walls
of the mill ^{house} have gave way during the grinding season
and ^{some} of the machinery broke causing great delay and
expense since General Warden went into possession of
the mill; which by directions of the company was
supplied and repaired ~~and rebuilt~~ by said Warden,
^{as well as many other portions of the establishment not above mentioned, viz, depletion & repairing & rebuilt by said Warden}
at great cost the company not being able to do it.
all essential to the safety and usefulness of the
mill, all of which outlays and earnings it was agreed
by the company, should be repaid and compensated
out of the rents to said Warden. Copies of which orders
and resolutions will be filed on the hearing.

Respondants Having answered fully and sub-
mitted the matter touching the case, He submits the matter
to the consideration of the Honorable Court

Kimble & Foster Sol

State of Tennessee }
Montgomery County } This day personally appeared before
me N. Priestley Clerk & Master of the
Chancery Court at Blacksville Geo. Smith and made
oath that the statements in this his answer as of his
own knowledge are true and those stated on the
information of ^{nothing} he believes to be true
Subscribed and sworn to
before me the 9th May 1848

N. Priestley Clerk

Geo Smith Pres.
of the Company

Wm A Bennett To the Honorable Jury At Law Chancery He sitting in equity
Bill of at Blacksville
attachment
filed 25th Dec. 1847 at 10 o'clock
A.M. Would respectfully represent to your Honor that heretofore
on the day of in the year The Tennessee

Dr Priestley & Co

Geo Smith Pres.

of the Company

Wm A Bennett To the Honorable Jerry A Leake Chancellor He sitting in equity
Bill of at Clarksville

attachment

filed 25th Oct.

1847 at 10 o'clock

A.M

Your orator William A Bennett a
Citizen of the County of Montgomery State of Tennessee
Would Respectfully represent to your Honor that heretofore
on the day of in the year The Tennessee
Manufacturing Sock Company & Agricultural School
a Corporation established in the County of Mont-
gomery Tennessee and of which George Smith is
President, purchased from the president and directors
of the Bank of Tennessee through their Branch at
Clarksville, a large and Valuable tract of land
lying in said County - and immediately took possession
thereof, The Tennessee Manufacturing Sock Company and
Agricultural School paid a portion of the purchase
money, and held a title bond from the Vendors for
title upon paying the balance due according to the
terms of the sale, that balance has been due sometimes
and as complainant is informed has not been paid
Complainant would further shew to your Honor that
upon taking possession of the premises spoken of above
The Tennessee Manufacturing Sock Company & Agricultural
School commenced the erection of large Manufacturing
Mills and other buildings, and that your orator was
afterwards employed to work as a machanic upon
said buildings by said Corporation - He being a
house Carpenter - The said Corporation fell indebted
to complainant for his work and labour up to
the last of March or first of April 1847. the time
at which ^{his} debt was due, in the sum of two hundred
and fifty two dollars or thereabouts, the parties then
having a settlement. Your orator will file a copy
of a judgment before a justice for debt and costs upon a
note on said Corporation payable to him which was executed
for a portion of the amount due him as a machanic
as aforesaid for the sum of one hundred and fifty
dollars dated 7th April 1847 which is still due him
and prays it to be taken as part of this Bill. He holds
likewise two other Judgments, for out & costs of suit and upon

that he would pay reasonable rent from 20th May 1847. the time the mill was ready for grinding wheat for merchant work and that he employ hands to build up the abutments & fill in the dirt in front of the mill — Respondents shew that up to this day the work has not been completed for want of means of the Company. Respondents state that General Warden has been at great expense touching the matters of the lease and Resolutions and orders mentioned, and they further deem it their duty to state that a large portion of the walls of the mill have given way during the grinding season, and some of the machinery broke, causing great delay and much expense. Since General Warden went into possession of the mill which by directions of the Company was supplied and repaired by said Warden, as well as many other portions and parts of the establishment not now recalled or nor mentioned above, was supplied, repaired and rebuilt by said Warden at great cost, the Company not being ^{able} to do it, all essential to the safety and usefulness of the mill; all of which outlays & savings it was agreed by ~~that~~ Company should be repaid and compensated out of the rents to said Warden, Copies of which orders and Resolutions will be filed on the hearing. Respondents having answered submit all matters to the Chancellor

Nimble & Foster Sol

State of Tennessee }
 Montgomery County } This day personally appeared before
 P. Priestley Clerk and Master of the
 Chancery Court at Clarksville George Smith and made
 oath that the statements, this his answer as of his own
 knowledge are true and those stated on the information
 of others he believed to be true
 Subscribed and sworn to before
 me the 9th May 1848
 P. Priestley C. & M.

Geo Smith Master
 of the Company

H. J. Wilder To the Honorable Jury & Clerk Chancellor H. Holding
 Vice of the Chancery Court at Clarksville —
 attachment

Given Oath H. J. Wilder a
 filed 24th Jan'y 1849 of the County of Montgomery State of Tennessee

Subscribed and sworn to before

me the 9th May 1848

P. Priestley & Co

Geo Smith Trust
of the Company

H. J. Wilder to the Honorable Jany H Leake Chancellor & Holding
Bill of the Chancery Court at Blacksides -

attachment

Your Orator H. J. Wilder a

1848.
filed 24th Jany Leitzen of the County of Montgomery State of Tennessee
would Respectfully represent to your Honor, that he is
a mechanic and as such by Special Contract with the
Tennessee Manufacturing Sick Company and Agricultural
School a Corporation established in the County of Mont-
gomery and of which George Smith, is President, also
a citizen of said County - he heretofore but within less
than one year previous to the filing of this bill, did
work and labour for said Corporation upon some
large Manufacturing Mills put up by said Corporation
in the County aforesaid - for which he has not yet
been paid - but said Corporation owes him now about
Three hundred Dollars as your Honor will see by reference
to the two notes here filed and prayed to be taken as
part of this bill, which are marked A & B. He states to
to your Honor that said notes were executed to him
for work and labour by him done for said Corporation
and the order for balance of which one of these ^{notes} purports
to have been given was drawn by the President of the
Corporation on the Treasurer thereof for so much as was
due to Complainant and not otherwise acknowledged
for work ~~etc~~ the date of it - and being unpaid
was put into the note the shape it at present bears
Complainant would further state to your Honor that on
or about the 10th day of April 1844. The Tennessee man-
ufacturing Sick Company and Agricultural School
purchased from the President and directors of the
Bank of Tennessee a large and valuable tract of
land lying in the County aforesaid and upon which
were put the improvements before mentioned - for a title
to which a bond was duly executed conditioned to
make the title when the purchase money was paid
~~Complainant would further state that a large sum~~
portion of the purchase money has been paid - ~~by~~ was

They say the judgments are void because rendered by Robert M. Bennett who is a relation within the degree prohibited by law. Respondants do not admit Complainant ever had ^{any} lien for all his work upon the mill, and they deny that he had at the filing of his bill any lien at all, but that he had lost it by lapse of time not having brought suit and asserted his lien within six months, except for so much labour and materials as was done after the 28th January 1846. But they say that should be mistaken in this or in any of these positions; Still Complainant cannot as for any ^{matter} charged by him invoke the aid of a Court of Equity to enforce his judgments, because he did not exhaust his legal remedies and does not show a ground for an attachment and the charge that he did Respondants deny; And as to the note of one hundred and fifty two dollars, or thereabouts mentioned by Complainant in his bill, Respondants insist Complainant is not as for any thing by him charged entitled to call upon this Court for its aid ~~its aid~~ because having no mechanics lien, and because if had he should have asserted it in a Court of law so far as to obtain Judgment and return of Nulla bona. Therefore and for these several Reasons and Causes, Respondants insist that Complainant does not entitle himself to the relief prayed: and relies up the same, and here asks the same benefit, that would be awarded, had they decreed to Complainants bill. Respondants will shew on the hearing, or at any time required the balance due for the purchase of the land it is some three thousand dollars and upwards perhaps - the books of the Tennessee Bank will shew they expect, a statement of which they will obtain and file, the Company is Insolvent or nearly so; Respondants state now as they deem it their duty to do that Justice may be done all; That in Nov. 1845 they entered into a Contract of lease in writing, under the hands and seals of the parties with one Sattulus Maedon, which was duly acknowledged in proper and legal form and duly registered in the proper office for the County of Montgomery on the 11th day

Bank will show they expect, a statement of which they will obtain and file, the Company is Insolvent or nearly so; Respondants state now as they deem it their duty to do that Justice may be done all; That in Oct. 1845 they entered into a Contract of lease in writing, under the hands and seals of the parties with one Sattelus Warden, which was duly acknowledged in proper and legal form and duly registered in the proper office for the County of Montgomery on the 11th day of May 1847. By which Contract of lease Respondants agreed that said Warden should have ^{the} Merchant & Custom flour & Corn mill then being erected & executed by Respondants upon said land for the space of three years, and also the farm and lands, the mill to be completed with four runs of Stones for flouring and Custom work: and ^{when} so completed the period of rent to commence, and payable six hundred dollars for the first year, eight hundred for the second and Ten hundred for the third year Respondants to supply with convenient Speed any Machinery that might give, may and keep up the dam. And said Warden was to enter into the possession of the farm & buildings, and enjoy the same for the consideration of his Superintending the Completion of the mill; Respondants to do certain repairs, erect certain buildings, dig a mill, rebuild fences &c, all of which matters embraced by said lease, and changed, as well as its acknowledgment and registration and date will appear by reference to a copy that will be found on the hearing or the original;

Respondants state that they did not complete the mill as contemplated - nor did they repair the farm and House, and erect the buildings mentioned in the Contract of lease aforesaid. And therefore by and order of the board of Directors of the Company, authorized the said Warden to do so according to the lease, and that he be allowed the value thereof out of the rent, And again by an order of the board, reading the Will and Services of General Warden, It was agreed that he have the use of the mill until it could be completed as contemplated in consideration of his ^{services in} tending the mill. It was expected

on the mill, they do not admit that he apportioned his time if any he had within the time prescribed by law, of the precise time of the completion of the work they have no recollection they insist that suit should have been brought within six months in order to preserve the lien, save for work done and materials furnished after the 28th January 1846

Respondants admit the purchase by the company of the tract of land mentioned from the Bank of Tennessee and admit they took a bond for a title, on the consideration money being paid; they state that a portion of the money for the purchase has been paid, but that a considerable amount remains unpaid and is due. But respondents as for any matter or thing in the bill of Complainant alleged and charged by him insist that he ~~does~~ not entitle himself to come into a court of chancery and invoke its aid, and to have the relief prayed. In as much as he has obtained no judgment at law, and therefore run no risk to exhaust the assets of the company nor show any ground for an attachment at law or equity And for this cause with others, Respondants ask if the Complainant shall have the aid of this Court and rely upon the same as if therefor they had demurred to the bill But if Respondants are mistaken in this, they feel that it their duty to bring before the Court the situation and condition of the property sought to be subjected, not to defend Complainants recovery, for his claim is just; But that justice may be done to others they state that in Oct. 1845. they entered into a contract of lease in writing under the hands and seals of the parties with one Sattulur Worden, witnessed by two witnesses, which was acknowledged in the proper and legal form, and duly Registered in the proper office for the County of Montgomery on the 11th May 1847. By which Contract of lease respondents agreed that said Worden should have the Merchant and Custom, flour and saw mill, then being erected and erected by respondents, for the space of three years, and also the farm and lands, the mill to be completed with four heavy stones for flouring and Custom work and when so completed the period of rent to commence, and payable six hundred dollars for the first year, eight hundred dollars for the second and for the third one thousand dollars - Respondants to supply with convenient speed any machinery that might

agreed that said Warden should have the Merchant and
Custom, flour and saw mill, then being erected and
erected by Respondants, for the space of three years, and also
the farm and lands, the mill to be completed with four run
stones for flouring and Custom work and when so completed
the period of rent to commence, and payable six hundred
dollars for the first year, eight hundred dollars for the second
and for the third one thousand dollars - Respondants to
supply with convenient Spind any machinery that might
goe way, keep up the dam, And said Warden was to enter
into the possession of the farm and buildings, and enjoy the
same for the consideration of his Superintending the completion
of the mill, Respondants to do certain repairs, erect certain
buildings, dig a mill, rebuild fences &c, all of which matters
embraced by said lease and charged, as well as its acknow-
- ledgement Registration and date will appear by reference
to a copy that will be filed upon the hearing, or the original

Respondants state that they did not complete the mill
as contemplated, lacking the bolting and cleaning ma-
- chinery for custom work, Nor did they repair the farm and
houses, and erect the buildings mentioned in the contract
of lease aforesaid; And therefore by an order of the board
of directors of the Company, authorized the said Warden
to do so according to the lease and that he be allowed
the value thereof out of the rent: And again by an order
of the board reducing the Mill and expenses of General
Warden aforesaid, it was agreed that said Warden
have the use of the mill until it could be completed as
contemplated in consideration of his services in tending the
the mill; It was expected he would ^{pay} reasonable rent from the
20th of May 1847. the time when the mill was ready for
grinding wheat for Merchant work; and that he employ
hands to build up the abutments and fill in the dirt
in front of the mill; Respondants show that up to this day
the work has not been completed for want of means of
the Company; Respondants state that General Warden has
been at great expense touching the matters of the lease
mentioned, before the creation of the Complainants demand
Recomplainant will disavow of the lease - And they further
show it their duty to

make the title when the purchase money was paid - complete.
would further state that a considerable portion of this purchase money has been paid - How much complainant does not know - but this amount was paid before this complainant did the work and labour here spoken of - by which as complainant is advised the said Tenn. Man. Sick Company and Agricultural School are in Equity ^{considered} as owners of the premises so purchased - and upon such interest as they may have, this complainant has a lien for the amt so due him
This complainant would further state to your honor that the balance of the purchase money is now due to the President and directors of the Bank of Tennessee according to the terms of the contract entered into between the parties - The premises considered and your orator being remediless except in your Honor's Court he prays your Honor to make the Tennessee Manufacturing Sick Company & Agricultural School and the President and directors of the Bank of Tennessee ^{of Tennessee} parties defendant to this bill - and that copies be served upon - and that your Honor likewise grant him an attachment to enforce the lien given to mechanics by Statute the benefit of which provision this complainant acts; He asks that both of the parties defendants answer the allegations of this bill - and that the said Tenn. Man. Sick Company and Agricultural School present with their answer the bond for title which they hold to the land mentioned herein and that the President & Directors of the Bank of Tennessee answer and state what amount of the purchase money still remains due to them from their co defendants - Your orator prays your honor to decree a sale of the premises - and upon a final hearing appropriate a sufficiency of the proceeds after paying the balance of the purchase money to the payment of his debts as herein specified & for such other and further relief as may be equitable and just, and as in duty bound will ever pray

amount of the purchase money still remains due to them from their co defendants - Your Orator prays your honor to decree a sale of the premises - and upon a final hearing appropriate a sufficiency of the proceeds after paying the balance of the purchase money, to the payment of his debts as herein specified & for such other and further relief as may be equitable and just, and as in duty bound will ever pray

Munford Sol

State of Tennessee

Montgomery County

This day personally appeared before me M A Martin one of the circuit Judges for the middle division of the State of Tennessee H. J. Wilder the complainant in the foregoing bill - and made oath that the matters therein stated are true to the best of his knowledge and belief

\$59.59.

One day after date the Tenn Manufacturing Sock Co: H at Pat Royal promise to pay H J Wilder fifty nine dollars & 59 Cents, balance of an order he held on said Co: value Rec^d 25th May 1847.

Geo Smith Pres.

\$211.65

One day after date the Tenn Manufacturing Sock Co: H at Pat Royal promise to pay H J Wilder or order Two hundred and Eleven dollars & 65 Cents value Rec^d.

May 18th 1847

Geo Smith Pres
of the board of directors

of H. J. Wilder exhibited against them and the Bank of Tennessee in the Chancery Court at Clarksville Tenn. Saving just exceptions, Respondants admit that Complainant was employed as a machanic by special contract to perform the work of building a portion of the machinery and putting it together as a mill-right, for the Company, and admit the Company owed him on Settlement & gave him the notes by him exhibited therefor, the same for his work

of the Bank of Tennessee
amount of the purchase money still remains due to
them from their co defendants - Your Orator prays
your honor to decree a sale of the premises - and
upon a final hearing appropriate a sufficiency of the
proceeds after paying the balance of the
purchase money, to the payment of his debts as herein
specified & for such other and further relief as may
be equitable and just, and as in duty bound
will ever pray

Munford Sol

State of Tennessee }
Montgomery County } This day personally appeared before
me M A Martin one of the circuit
Judges for the middle division of the State of Tennessee
H. J. Wilder the Complainant in the foregoing bill -
and made oath that the matters therein stated are
true to the best of his knowledge and belief
Sworn to and Subscribed
before me this 23rd day of Jan'y 1848

M A Martin,

H. J. Wilder

Judge

To the Clerk and Master of the Chancery Court
at Clarksville

Upon bond and security being
by the Compt. Conditioned as the law directs
the sum of five Hundred Dollars let
attachment issue as prayed for
this 23rd day of Jan'y 1848

M A Martin,

Judge

The answer of the Tennessee Sick Company and agricultur
school and George Smith to the bill of Compt
of H. J. Wilder exhibited against them and the Bank
of Tennessee in the Chancery Court at Clarksville Tenn
Saying just exceptions, Respondants admit
that Complainant was employed as a machanic by
Special contract to perform the work of building
a portion of the machinery and putting it together
as a mill-right, for the Company, and admit the
Company owed him on Settlement & gave him the
notes by him exhibited therefor, the same for his work

School have no other property but their Interest in the Real estate herein before mentioned out of which your Orators can ~~informed~~ make their debt - as your Orators are informed and believe - & that said Corporation but for their Interest in this land would be hopelessly insolvent. The Premises considered your Orators very remediable except in a Court of Equity. Would pray your Honor to make the President & Directors of the Bank of Tennessee and the Tennessee Manufacturing Silk Company and Agricultural School, parties Defendants to this bill - and that a copy and copy to Answer be issued - & that said parties Defendants answer and show how much of said unpaid purchase money is yet due from said Tennessee Manufacturing Silk Company and Agricultural School to the other party left, - and show the contract by which said land was purchased - And upon a final hearing, your Orators pray your Honor to decree a sale of said property & the proceeds thereof, that your Honor decree to be applied first to the payment of the unpaid purchase money if any remains due & the balance or so much thereof as may be necessary to the satisfaction of the claims which your Orators hold upon said Tennessee Manufacturing Silk Company & Agricultural School; - and for such other and further relief as may be equitable and just between the parties. and as in duty bound your Orators will ever pray

Munford, Sec -

I acknowledge & bind myself for the prosecution of the within bill of Geo McCaulley & Joseph Johnson against The Tenn Mfg Silk Co & Agric School and the payment of all such costs as may be awarded on the final hearing thereof

My hand & Seal 18th Decr. 1847. E. W. Munford Seal

The Answer of the Tennessee Man Silk Co & agricultural School to the bill of McCaulley & Johnson filed against them and others in the Chancery Court at Clarksville Tennessee

My hand & seal 18th Dec. 1847.

E. W. Munford

Seal

The Answer of the Tennessee man Subsco + agricultural School to the bill of McCauley + Johnson filed against them and others in the Chancery Court at Clarksville Tennessee

Respondants (saying all proper exceptions, for answer to said bill, say that the company did purchase the tract of land mentioned, and went into possession & have erected a manufacturing mill &c that they took the bond of the Bank of Tennessee from ~~whom~~ they bought the land, for a title when the consideration should be paid; the bond exhibited by complainants is not on file, and cannot say whether it is the one or not. Respondants say a large amount of the purchase money has been paid, but that a large amount remains due and ^{yet} unpaid, perhaps about the amount stated by the bank in its answer to this bill now excepted &c. Respondants admit the indebtedness charged, and that judgments were obtained for the same as charged, and though they are not cognizant of the fact suppose it true executions upon said judgments may have been ~~found~~ in the hands of an officer at the filing of the bill as charged; Respondants admit that the company is insolvent or nearly so, when all matters shall be brought to a close; - Respondants do not admit, however, as for any matter or thing stated or charged by complainants in their bill, that they show themselves entitled to invoke the interposition and aid of a Court of Equity. They insist that complainants not having exhausted their legal remedies do not entitle themselves to the relief prayed, and they rely upon these defenses as fully as if they had demanded to the bill for these reasons and causes - Respondants, however, this may be deemed to be their

deem it their duty to state that a large portion of the walls of the mill have gave way, during the grinding season, and some of the machinery broke, causing great delay and much expense since since General Worden went into possession of the mill, which by the directions of the Company was supplied and repaired by said Worden, as well as many other portions and parts of the establishment not above mentioned, was supplied repaired & rebuilt by said Worden at great cost, the Company not being able to do it; all essential to the safety and usefulness of the mill; all of which outlays and earnings it was agreed by the Company should be repaid and compensated out of the rent, to said Worden; Copies of which orders and resolutions will be filed on the Hearing. Respondants having answered Submit all matters to the Honorable Chancellor

Himble & Foster, Sol
State of Tennessee } this day personally appeared
Montgomery County } before me P. Priestley Clerk & Master
of the Chancery Court at Clarksville; Geo. Smith
who made oath that the statements in this answer
of his own knowledge are true and those stated on
the information of others, he believes to be true
Subscribed & sworn to before
me the 9th May 1848.

P. Priestley C & M

Geo. Smith, Pres.
of the Co.

McCauley To the Honble Jany 26 Leathall Chancellor for the Middle
& Division of the State of Tennessee in Equity Siding
Johnson at Clarksville

O'Bill Your orators George McCauley & Joseph
filed 18th day Johnson both Citizens of the County of Montgomery Tenna
1847. -men & merchants & Partners in trade under the name
and style of McCauley & Johnson, would represent
to your Honor that in the year of Tennessee

McCauley To the Honble Jury the Leasable Chancellor for the Middle
+ Division of the State of Tennessee in Equity Siding
Johnson at Clarksville

O'Bill
filed 13th day
1847.

Your orators George McCauley + Joseph
Johnson both Citizens of the County of Montgomery Ten-
nessee + Merchants + Partners in trade under the name
and style of McCauley + Johnson, would represent
to your Honor that in the year 1846 the Tennessee
Manufacturing + Sick Company and Agricultural School
situated in the County of Montgomery + of which
George Smith is President, by their Contract with
the President + Directors of the Bank of Tennessee
purchased a large and valuable tract of land
lying in the County of Montgomery aforesaid, for
which they hold a title bond (herewith filed marked
A) and prayed to be taken as part of this bill (but
not to be copied), from the aforesaid President and
Directors of the Bank of Tennessee, and that in
pursuance of said Contract of Purchase; they took
possession of said land, and have erected large
and valuable improvements thereon whereby the value
thereof is greatly enhanced. Your orators would fur-
ther represent that said Tennessee Manufacturing
Sick Company and Agricultural School have
paid a considerable portion of the purchase money
for said land - leaving a balance however still
due to the President and Directors of the Bank of
Tennessee - Your orators would further represent to
your Honor, that they have recovered a number
of Judgments for principal interest and cost of suits
against the before mentioned Tennessee Manufacturing
Sick Company and Agricultural School, before
Robt M. Smith an acting Justice of the Peace for
the County aforesaid, amounting in all to the sum
of seven hundred dollars or nearly so, as will appear
by the copy from said Justice' docket herewith filed marked
(B) and prayed to be taken as part hereof, and that
executions have been issued upon said Judgments, and
are now in the hands of an officer of Montgomery County
aforesaid; They would further represent that said
Tennessee Manufacturing Sick Company + Agricultural

information of others he believed to be true
 subscribed & sworn to before
 me the 9th May 1848

P. Purdy ctm

Geo. Smith Trust
 of the Co.

The Separate

Answer of the President and directors of the Bank of Tennessee
 Bank Tenn to the bills filed against them & the Tennessee manufacturing
 Sack Company and agricultural school by McCauley &
 Johnson, W Stewart, R Syer, Bennett and Miles
 Greenwood in the chancery Court at Clarksville

These defendants for answer to so much of said
 bills as they are informed is material for them to
 answer say that on or about the 10th day of
 April in the year 1844, they did sell to their
 Co defendants a large and valuable tract of land
 lying in Montgomery County Tennessee for the sum
 of four thousand & seven hundred dollars with
 interest from date payable in one and two years -
 for which said Co defendants by their duly authorized
 agent executed their promissory Notes - The sale
 was made through the agency of the Branch Bank
 of Tennessee at Clarksville or one of the proper officers
 thereof - and a title bond was given to the said
 Tennessee manufacturing Sack Company & agricultural
 school conditioned as usual to make title upon
 the payment of the purchase money - which bond
 was delivered to said Corporation upon the
 execution of the Notes for the purchase money
 aforesaid - Respondents are called upon to state
 the amount of the purchase still due them -
 they state that on the 1st day of April 1845 their
 Co defendants paid them the sum of fifteen hundred
 dollars - on the 7th day of January 1845 the sum
 of one hundred and twenty two ^{69/100} dollars -
 on the 10th day of August 1845 the sum of
 two hundred dollars and on the 12th day
 of June 1846 the sum of two hundred dollars
 leaving balance with interest due to these Respon-
 = dents on the 10th day of Jan'y 1848 of three
 thousand four hundred and sixty two ^{36/100}
 dollars as will appear by reference to the

co defendants paid them the sum of fifteen hundred dollars - on the 7th day of January 1845 the sum of one hundred and twenty two ^{leg} dollars - on the 10th day of August 1845 the sum of two hundred dollars and on the 12th day of June 1846 the sum of two hundred dollars leaving balance with interest due to these respondents on the 10th day of May 1848 of three thousand four hundred and sixty two ²⁶/₁₀₀ dollars, as will appear by reference to the annexed copy of account current between the respondents and their co defendants here with filed - and prayed to be taken as part of this answer; Respondents further state ^{that} it is true as alleged in the several bills to which this is filed as answer that their co defendants did take possession of the tract of land mentioned immediately upon the purchase being made and commenced the erection of large improvements - of a costly character whereby the value of the premises was greatly enhanced - but as to the allegations in some of the bills, that there are liens in favor of the complainants on account of their being mechanics - having done work or furnished materials for the improvements constructed on the premises and being still unpaid these respondents cannot state one word - Not knowing any thing about the facts.

These respondents have no sort of objection to your Honor decreeing - sale of the premises - upon such terms as to your Honor may seem best for the interests of all concerned - but they insist in each and every case upon their priority of lien - and pray your Honor in such decree as shall be made, to protect their rights or if your Honor should decree a sale of the premises that your honor likewise decree the proceeds arising therefrom be appropriated first to the balance of the unpaid purchase money

duty to set forth and show, that in December 1845. They entered into a contract of lease in writing under the hands and seals of the parties with one Salluce Warden. Which was duly acknowledged in proper and legal form, and duly registered on the 11th of May 1847. By which contract of lease, Respondants agreed that said Warden should have the merchant and custom flour and corn mill then being executed and erected by Respondants upon said land, for the space of three years: and also the farm and land. The mill to be completed with four runs of stones for flouring and custom work: and when so completed, the period of rent to commence and payable Six hundred Dollars for the first year eight hundred for the second and ten hundred for the third year: Respondants to supply with convenient speed any machinery that might give way, and keep up the dam, And said Warden was to enter into ^{the} possession of the farm and building and enjoy the same for the consideration of his superintending the completion of the mill.

Respondants to do certain repairs, erect certain buildings, dig a well, and rebuild fences &c - all of which matters embraced by said lease, and charged as well as its acknowledgment and registration and date will appear by reference to a copy that will be filed on the Hearing: or the original. Respondants state they did not complete the mill as contemplated, Nor did they repair the farm and houses, nor erect the buildings mentioned in the contract of lease aforesaid: And therefore by an order of the board of directors of the Company, authorized the said Warden to do so according to the lease, and that he be allowed the value thereof out of the rent, And again by an order of the board reading the Stile and services of General Warden, it was agreed that he have the use of the mill until it could be completed as contemplated, in consideration of his services in tending the mill. It was expected he

conceded in the contract of lease aforesaid: And therefore by an order of the board of directors of the Company, authorized the said Warden to do so according to the lease, and that he be allowed the value thereof out of the rent; And again by an order of the board regarding the Skill and Services of General Warden, it was agreed that he have the use of the mill until it could be completed as contemplated, in consideration of his services in tending the mill. It was expected he would pay reasonable rent from 20th May 1847, the time when the mill was ready to grind wheat for merchant work - And that he employ hands to build up the abutments and fill in the dirt in front of the mill. Respondants show that up to this day the work has not been completed for want of means of the Company. Respondants state that General Warden has been at great expense touching the matters of the lease and Resolutions and order mentioned. And they further deem it to be their duty to state that a large portion of the walls of the mill house gave way during the grinding season and some of the machinery broke, causing great delay and much expense - Since General Warden went into the possession of the mill, which by the directors of the Company was supplied and repaired by said Warden, as well as many other portions and parts of the establishment not now recollecting nor mentioning above was supplied repaired and rebuilt by said Warden at great cost, the Company ^{not} being able to do it, all essential to the safety and usefulness of the mill. all of which outlay and earnings, it was agreed by the Company should be paid and compensated out of the rents to said Warden. Copies of which order and Resolutions will be filed on the hearing, Respondants having answered submit all matters to the Chancellor

Kemble & Foster

Sol

State of Tennessee } This day personally appeared
Montgomery County } before me N. Bradley Esq. of the
Chancery Court at Clarksville George Smith who made
oath that the statements in this answer of his as of his
own knowledge are true and those stated on the

payable in this city. The Company paying drayage and freight; The said Greenwood agrees to ship the work at the lowest possible rates

The work to be completed by April first 1846 provided full instructions are given by January next; The wheels are all to be bored and keyed on, also the Centres. and all the work to be made of good materials, and finished in a workmanlike manner. in testimony whereof The President of the board of Directors have hereunto set his hand and private Seal there being no Seal of the Corporation
by order of the Board

7th Jan'y 1846

Geo Smith Pres (Seal)

A L Gained

Secty. pro. tem

Miles Greenwood (Seal)

Agreement McCauley & Johnson, Izor & others In chancery at Clarksville

v. s.

Jimm Man: Sick Leo & Agt School

In all these cases in the hands of E W Munford the following agreement is made

1. The Jimm Man: Sick Leo & Agt School has no defence to the claims but fully acknowledges the right of Complainants to recover & consent to decrees &c.
2. The answers of the Leo. heretofore filed are withdrawn and the bills may be taken for confessed as to them -
3. These answers were filed only at the request of Worden and to save expence lest Wordens interest might be jeopardized by the claims, it is agreed that all that part of said answers relative to Wordens lease, his expenditures H H may be considered as a cross bill filed by him, that in this way he may assert what rights he has - if any.
4. That Worden relies wholly upon the merits of his lease and claim for expending H H - but is not to contest the rights of Complainants to recover - upon any other points. than such as legitimately arise upon the merits of his own claims, as before mentioned, In other words the raising of the questions about Wordens lease, or his expenditures H H are not to affect

expenditures H H may be considered as a crop bill
 filed by him, that in this way he may assert what
 rights he has - if any
 4 That Worden relies wholly upon the merits of his
 lease and claim for expenditures H H -
 but is not to contest the rights of complainants
 to recover - upon any other points. than such as legitimately
 arise upon the merits of his own claims, as before
 mentioned, In other words the raising of the questions
 about Wordens lease expenditures H are not to effect
 the claims of these creditors as between the creditors
 and The Tenn Man & Co - and if Worden has not Equities
 Superior to the claims of the Creditors, then decrees
 are to be rendered in their favor as prayed in the
 Bills - It is also agreed, that if H. S. Kimble thinks
 it necessary to the protection of Wordens rights, that
 He has the privilege of filing a Crop Bill or
 any other step at any time to set them up - and
 this agreement is not to effect Wordens rights
 Kimble
 Manford

Decree
 28. Oct. 1848

McCauley + Johnson
 v.

The Tenn Man Sick Co. } Be it remembered this day this Cause
 + The Bank of Tennessee } came on to be heard & was heard
 before the Honble B. L. Ridley Chancellor & upon the
 Bills, answer proconfessor and proofs in the Cause -
 And it appearing therefrom to the satisfaction of the
 court, that on the 11th day of April 1844 The Tenn Man Sick
 Company and agricultural School one of the defendants
 purchased of the President + directors of the Bank of Tennessee
 a certain tract of land lying and being in the County of
 Montgomery - Tennessee, the boundaries whereof are set out
 in the decree in the Causes of H. S. Wilder, W. Stewart &
 others v. these same defendants in this court + rendering
 at the present time - and that there is a balance of
 thirty six hundred and odd dollars of the purchase
 money due the President and directors of the Bank of
 Tennessee for which they ^{have} a vendors lien, and are

of any other matters which appear in the various bills these respondents know nothing and beg leave of your Honor to file this as their answer to each of the bills recited in the caption hereof and now having fully answered they to be dismissed with their costs &c

Munford Sol for Respon
Wm Sedbetter Pres

J R Anderson Cas Bank of Tennessee

Copy of
Title Bond on Receiving payment of Two Notes, Executed by
A D Learden President of the Tennessee Manufac-
-turing Sock Company and Agricultural School
for and behalf of said Company payable to
the President and directors of the Bank of
Tennessee at their branch Bank at Clarksville
one of said notes dated 10th April 1844 and
payable one year after date for two thousand
four hundred and ninety one Dollars; the
other Note also dated the 10th April 1844 and
payable two years after date for two thousand
six hundred and eighty two Dollars; The Bank
of Tennessee will convey to said Tennessee
Manufacturing Sock Company & Agricultural
School, all the Title claim and interest of
said Bank in and to a certain tract of land
on Red River known as Bourns Mill tract
being the same conveyed to said Bank by
Peter Peachet Trustee by deed bearing date
the 13th of February 1844. Registered in the
Registers office of Montgomery County Tennessee
in Book F. page 375 + 376, to which reference
is hereby made for the metes & bounds estimated
to contain four hundred and fifty acres be
the same more or less

In witness whereof
the Branch of said Bank of Tennessee at
Clarksville by order of the board of Directors
thereof hath hereunto set his hand and Seal

the 15th of January 1844. Registered in the
Registers Office of Montgomery County Tennessee
in Book F. page 375 + 376, to which reference
is hereby made for the metes & bounds estimated
to contain four hundred and fifty acres be
the same more or less

In witness whereof
the Branch of said Bank of Tennessee at
Clarksville by order of the board of Directors
thereof hath hereunto set his hand and seal
11th April 1844 Signed Johnth Paston Pres^t
of the Branch Bank of Tenn
Clarksville

The proportion of the rent for the present year
to which the Company will be credited on the
first of the notes, above mentioned;

John H. Paston Pres^t
The above is a true copy of the original in my
possession 9th Oct 1848

Geo. Smith Pres^t of the Co.
Memorandum of an agreement entered into this
fifth day of December eighteen hundred & forty
five between the Tennessee Manufacturing Company
at Port Royal by their agent H. J. Wilder, and
Miles Greenwood of Cincinnati

The said Greenwood agrees to furnish said
Company such mill work as they may want
agreeably to the plan furnished by their agent at
the following rates viz for Castings fitted up
at four and a quarter cents per pound, wrought
Iron work at fourteen cents per pound, screws for
raising Stones at fourteen cents per pound, Temper-
ing screws & screws for raising pinions at
two dollars and fifty cents each, Steel work
fitted up at twenty cents per pound, clamsels
to be furnished at three dollars each or cash
and trap work to be furnished at thirty five cents
per pound; The first length of upright & coupling
above Stone floor for water wheel shaft to be turned.
The said manufacturing Company by their agent
agrees to give the above prices and on the following
terms viz one half cash down on shipment of
the work and the balance by a draft at 4 mo?

Exhibit (C)

M. Greenwood's
Contract
with Geo.

in the case of *M^{rs} H. Bennett* *M^{rs} Stewart*, *A. J. Wilder* &
R. H. Izor v^s *Said Tennessee Manufacturing Silk Company*
 and agricultural School for the ^{sale of} *Said lands and mill*
 and that the *Said lands & mill* be sold by the clerk
 and Master of this Court on a credit of one, two &
 three years except the sum of one hundred Dollars
 which shall be paid in cash by the purchaser;
 that he advertise and sell as directed in the decree
 rendered and refered to; retaining a lien on the
 property for the purchase money, taking from the pur-
 - chaser notes with good and sufficient security
 and that the proceeds of the sale after satisfying
 the unpaid purchase money due the president and
 directors of the Bank of Tennessee be appropriated to
 the payment of the debt due complainant, and he
 make his report to the next Term of this Court

Decree
 Oct. 1848. *William Stewart, A. J. Wilder* Bills to enforce mechanics
M^{rs} H. Bennett & R. H. Izor liens —
 v^s
The Tenn. Man. Silk Co. & ag. School
 & *Bank Tennessee*

In these cases it appearing
 to the satisfaction of the Court that they are all alike to
 enforce mechanics liens it is ordered that the cases be
 consolidated & the Clerk and Master make a single report
 in all the causes as ordered in by Decree in *Sark* case

Decree
 Oct. 21, 1848. *M^{rs} H. Bennett, M^{rs} Stewart* Be it remembered this day
A. J. Wilder & R. H. Izor this cause came on to be
 v^s heard on the Bills, answer
The Tenn. Man. Silk Co. & ag. School of the Pres. & Directors Bank
 & the Pres. & Directors Bank Tennessee of Tennessee, on the proconfessor
 against the Tenn. Man. Silk Co. the other debt & the exhibits &
 proof in the causes, and it appearing therefrom to the
 satisfaction of the Court that these causes all stand
 upon the same footing, It is therefore ordered by the
 Court and by consent of parties, that they be, and
 the same are hereby amalgamated so that the Decree
 & by this Court be joint and all reports & be likewise
 joint;

against the Tenn man: Sick Co the other debt & the exhibits & proof in the causes, and it appearing therefrom to the satisfaction of the Court that these causes all stand upon the same footing, It is therefore ordered by the Court and by consent of parties, that they be, and the same are hereby amalgamated so that the Decree & by this Court be joint and all reports & be likewise joint;

Decree
Oct. 21. 1848

Wm H Leavitt, Wm Stewart
St J Wilder & Rich^d H Izor
v. S
The Tenn. Man: Sick Co & ag
School & the Pres. & Directors of
the Bank of Tennessee.

Be it remembered that this day these causes came on to be heard before the Honorable B. L. Ridley, Chancellor & upon the Bills filed in this cause, the answer of the President and directors of the Bank of Tennessee filed, the proconfesso taken, the exhibits & proof, and the order amalgamating the causes heretofore made by the Court - and it appearing therefrom to the satisfaction of the Court, that heretofore to wit, on the 11th day of April 1844, the Tennessee Manufacturing Sick Company & agricultural School, a corporation in this County of Montgomery Tennessee purchased from the other defendants a tract of land lying in said County and bounded as follows namely- Beginning on the North bank of Red River at an Elm tree in E. L. Farts line running west 400 poles to a beach and Ash tree. Thence South 256 poles - Across the said Red River to a Sugar tree & Beach Thence East 40 poles to said River, Thence up the river to Hopsons Corner above the mouth of the Sulphur fork of Red River, Thence East 20 poles to Hopsons Corner Thence North ^{crossing the Spring branch about 60 poles to Hopsons Corner} Thence 20 poles west to the bank of Red River, Thence up the said River about 30 poles to Hopsons Corner, Thence East about 30 poles to Hopsons and Farts Corner, Thence North 75 poles to the beginning - including the farm and mills on Red River where Bourn formerly lived and all the appertinances - thereto belonging. - And it further appearing to the satisfaction of the Court, that the said purchaser has paid all the purchase money for said premises, Except the sum of Thirty Six hundred

entitled to priority of satisfaction over those complainants all of which appears in said decree before referred to & it further appearing to the satisfaction of the Court that McCauley and Johnson have heretofore recovered judgments at law against said Tenn. Man. Sick Co. & ag. School and have a right therefor to subject the equitable interest of said Tenn. Man. Sick Co. & ag. School in the premises heretofore described to the payment of the same and ^{that} these judgments principal interest & costs amount to the sum at this date of five hundred and fifty 78/100 Dollars, and ^{the} same remains unpaid. It is therefore ordered adjudged & decreed by the Court that unless the defts the said Tenn. Man. Sick Co. & ag. School pay complainants said sum with interest by the way of sale which may be selected by the Clerk and Master for the sale of the premises - then said sale as to ~~term~~ is also hereby ordered by the Court to operate as though ordered absolutely in this Cause and the Clerk and Master will report to the next Term.

Decree
25.05.1848

Miles Greenwood v. Be it remembered on this day this
Jen. Man. Sick Co. & ag. School
Answers Replications and Exhibits in the Cause.
And it appearing the Complainant by Special Contract with the defendants The Tennessee Manufacturing Sick Co. & agricultural School made the machinery and delivered it to the defendants the said Company for the purpose of building the Mill erected by said Company in the County of Montgomery in the year 1846 and that the same was used by said Company in the erection and building of said Mill and it appearing the Complainant on the day of May 1847 commenced suit in the Circuit Court of Montgomery County within 12 months from the delivery of said machinery and that he at the November Term 1847. of the Circuit Court of Montgomery ^{County} recovered a judgment against the said Company for the sum of thirty one hundred & twenty two Dollars & 76 cents

That the same was used by said Company in the
erection and building of said Mill. and it ap=
pearing the Complainant on the day of May 1847
Commenced suit in the Circuit Court of Mont=
gomery County within 12 months from the delivery
of said machinery and that He at the November
Term 1847. of the Circuit Court of Montgomery ^{County} ~~County~~ rendered
a judgment against the said Company for the sum
of thirty one hundred & twenty two dollars & 76 cents
the price of the machinery so delivered by the Compl=
ainant which with interest up to this time makes
the sum of thirty three hundred & nine dollars
The Court is of opinion the machinery delivered
by the Complainant were necessary fixtures in
the erecting and building of the said Mill,
and constitute a material part of it: and that
the Complainant has a mechanics lien upon said
Mill and one acre of ground upon which ~~it is~~
situated and that He has a right to enforce the
same, doth so order, adjudge, and decree

And it further appearing the president & directors
of the Bank of Tennessee sold the said land to said
Company and gave bond for title and that there remaining
due and unpaid of the purchase money the sum of
\$3472. 36 cents including interest up to the 1st Jan'y
1849, the Court being of opinion the said president
& directors of said Bank have a vendors lien.
And that the same ought to be first paid out
of the purchase money that may arise from the sale
of the lands & Mill, doth so ^{order adjudge &} decree; and it further
appearing to the Court the Complainant within
sixty days after the rendition of his Judgment registered
his Judgment in the County of Montgomery and within
ten days thereafter filed his bill to sell the equitable
Interest of said Company in said lands and Mill
The Court being of opinion that the same ought to
be sold to satisfy the debt of the Complainant
The Court doth therefore order adjudge & decree that
the lands purchased by the said Company from the
president and directors of the Bank of Tennessee
the boundaries of which are correctly described and
set forth in the decree rendered at this term of the Court

Said property, I announced that I was selling the interest of ^{the} said Company in the said land and Mills - General S. Warden then proclaimed to the Court that he claimed a lease on the premises and Mills - that the mill stones, pit wheel and some other things which were in and about the mill, belonged to him individually - after which I cried the said land and mill, and they were knocked off to Joseph Johnson, at and for the price & bid of ten thousand dollars, that being the highest bid I could get - I would report that I waited till the 24th of January 1849. for Joseph Johnson the purchaser to comply with the terms of said sale But instead of complying, he on the said 24th of January 1849. filed in my office in writing his abandonment of his said purchase; and I therefore again advertised that I would attend at Port Royal ~~on~~ the 26th day of March 1849 and make a resale of the land and mill in the said Bills and pleadings mentioned - On which day I did again attend at Port Royal and again offered the said property for sale, as by the said Decree I was directed - General S. Warden made an announcement similar to the one he made on the 15th of December 1848. the day of the first sale - after which I offered the property, and after duly crying it, the property was struck off to Miles Greenwood through his agent John Blackburn; at and for the sum of seven thousand and fifty dollars; that sum being the largest amount I could get offered for it, and after deducting one hundred and fifty one dollars, to cover commissions and paying the printers for advertising the first & second sales, I took the notes of the said Miles Greenwood by his agent John Blackburn with S. Warden and Joseph Johnson as his securities payable in one two and three years for two thousand two hundred and ninety nine $66\frac{2}{3}/100$ dollars each and I also retained a special lien on the said land & mill, for the payment of the purchase money -

I would respectfully submit to the Court that I have retained nothing to compensate me for the first trip to Port Royal and the sale made at that

Says I took the notes of the said Miles Greenwood by his agent John Blackburn with S. Warden and Joseph Johnson as his Securities payable in one two and three years for two thousand two hundred and ninety nine $66\frac{2}{3}/100$ dollar each and I also retained a special lien on the said land, & mills for the payment of the purchase money -

I would respectfully submit to the Court that I have retained nothing to compensate me for the first trip to Port Royal and the sale made at that time

Respectfully Submitted

March 29th 1849.

R. Christley Esq

Decree R. H. Cross, Wm H. Dunnett Wm Stewart & H. J. Wilder et alies
Apr. 26. 1849 v^d

Jen man. Sisk Co & ag: School & Bank of Tennessee

Be it remembered This day these Causes came on together for further order upon the pleadings, Decree, & proof & report of the C & M before the Honorable A. O. P. Nicholson Chancellor & Co, which said report is in the words and figures following to wit (Copied above) and being regularly filed and unexcepted to is in all things confirmed - And it appearing therefrom to the Satisfaction of the Court, that the property ordered herebefore to be sold, Had on the 15th day of December 1848, pursuant to decree - been offered by the Clerk and Master for sale & bid off by Joseph Johnson but that said Johnson had not complied with the terms of said sale, & had in writing filed in the papers, Shewn to the Court the impracticability of his doing so - and had relinquished his right as bidder at said sale, and it further appearing by consent of Parties that it is to the interest of the Creditors of said Jen man. Sisk Co & ag: School, that said Sale should be set aside, and declared null & void by the Court - And It further appearing to the Satisfaction of the Court, that on the 26th day of March 1849 after due Notice, had been given, the Clerk & Master

and thirty four 35/100 dollars, principal and interest to the 21st of October 1848, for which unpaid balance, said President and Directors of the Bank of Tennessee have a vendors lien, & which is superior to the liens ^{of the} creditors and complainants in the above bills; And it further appearing to the satisfaction of the Court that after the purchase of said premises, the said Tenn Man Sick Company and Agricultural School, executed large and valuable improvements upon said premises and employed the complainants as mechanics to do work and labour and furnish materials to be used in the erection of said improvements, and that for such work and labor, the said Corporation fell in debt to the complainants as follows, which with interest to this date make these sums - to Wit - to Richard H. Izor in the sum of Two hundred and thirty three 80/100 dollars (\$233.80) to William Stewart in the sum of Eighty Seven 36/100 dollars (\$87.36) to William H. Summitt in the sum of three hundred and eighty three dollars (\$383.00) to H. J. Wilder in the sum of Two hundred and ninety four 20/100 dollars (\$294.20) all which is due on the 21st October 1848. and for these sums the complainants have a mechanics lien upon the interest in the premises which the Tenn Man. Sick Co & ag. School had at the time of filing the bills and now has - wherefore it is adjudged and decreed by the Court, that the complainants recover of said Tenn. Man. Sick Co & agricultural School, said sums of money so ascertained to be due them - respectively - and that to enforce the lien of complainants for the payment of said sums the Clerk & Master after advertising ^{for 30 days} in the Clarksville Chronicle a news paper in Clarksville Tennessee, and the Nashville Whig a news paper published in the City of Nashville Tennessee and Louisville Journal a paper published in Louisville. The time and place of sale and a description of the premises - and also by public notice in placards to the like effect, distributed so as to best ensure a sale for the highest amount as may seem best to the C & M

and that to enforce the claim of complainants for the payment of said sums the Clerk & Master after advertising ^{for 30 days} in the Clarksville Chronicle a news paper in Clarksville Tennessee, and the Nashville Whig a news paper published in the City of Nashville Tennessee and Louisville Journal a paper published in Louisville. The time and place of sale and a description of the premises - and also by public notice in placards to the like effect, distributed so as to best ensure a sale for the highest amount as may seem best to the C & M proceed to sell at Port Royal Montgomery County Tennessee the said premises to the highest bidder for one hundred dollars in cash, and the balance payable in one two & three years to the highest bidder; taking bond with two or more approved securities, and also retaining a lien on the premises for the payment of the purchase money - that the cash realized at the sale be appropriated to the discharge of the necessary expenses of carrying this decree into effect and that the Clerk & Master make report to the next term of the Court how he has performed this decree, and all questions as to priority of rights between complainants are reserved till the coming in of said Report - or further order of the Court

Report of sale Wm. H. D. Smith, Richd. H. Sizer et al. } In obedience to an inter-
lands & mill } locutory decree made in
The Tenn. man. sick leo. & ag. school } these causes at the October
term 1848 of the Chancery Court at Clarksville
Montgomery County Tennessee J. P. Printley C & M
of the said Court after advertising the tract of
land and mill in the Bills and pleadings
mentioned as directed in the Clarksville Chronicle
Nashville Whig and Louisville Journal and by
placards set up in many public places in said
Montgomery County and sent to distant parts did
attend at Port Royal in said County on the 15th
day of December 1848 and did then and there offer
the said lands and mills to the highest bidder
for one hundred and thirty dollars in cash to
defray the expenses of the sale and the residue of
the purchase money to be paid in one two & three
years in equal instalments - Before selling the

Wm H Bennett, The Bank of Tennessee et al
v. s

Report

The Tenn man. Sick Co. + ag. School

I Philander Priestly clerk & master of the chancery court at Clarksville, would Respectfully report that J Worden who was one of the Secured to the notes for the purchase money for the lands & Mills known as the post Royall Mills sold by Decree of this Court has paid into office a sufficiency of the purchase money to satisfy the Bank of Tennessee the vendors lien on the said Lands and Mills, which with interest to the 8th of September 1851. Amounted to the sum of four thousand two hundred and six dollars & eighty eight cents, which said sum has been paid to said Bank

This sum liquidates one of the notes given for the purchase of said land and Mills, and leaves but a small balance due upon another -

Third and last note on this account is not yet due
14th Sept 1851.

Respectfully Submitted
P. Priestly clerk & m

Decree

Miles Greenwood, Wm Stewart, H. S. Wilder
William H Bennett & Richd H Izor
v. s

Tennessee Sick Co. + ag. School

Be it remembered that these causes came on again for further orders before the Chancellor when the Court ordered, adjudged, and Decreed that the clerk & master proceed to collect the purchase money arising from the sale of the property in the pleadings mentioned, and when collected, after satisfying the debt of the Bank President & Directors of the bank of Tennessee distribute the remainder ~~pro rata~~ among the several complainants, Miles Greenwood, Wm Stewart, H. S. Wilder R. H. Izor & John H. Bennett & their attorneys according to their respective debts as shown by the papers and former decrees in the several causes:

sum

McCauley & Johnson

v. s

Tenn man Sick Company
+ ag. School

This cause came on to be heard this day, and thereupon the Court ordered that this cause be retained in Court

Complainants, Miles Greenwood, Wm Stewart, Wm Wilder
R. H. Izor & John H. Bennett. & their attorneys according
to their respective debts as shown by the papers
and forms decrees in the several causes:

sum M'Cauley & Johnson v.^d Tenn Man Sick Company & ag. School } this cause came on to be heard
this day, and thereupon the Court
ordered that this cause be
retained in Court

Decree Miles Greenwood, Mich^d H. Izor
28 apt. 1852. H. I. Wilder Wm Stewart & Wm H. Bennett
& M'Cauley & Johnson
v.^d Tenn Man Sick Co & Ag. School

This day these
causes came on to be heard, when on motion of
Complainants Counsel the Court orders that
these causes be referred to the clerk and master
to take proof and report at the ^{next} term of the Court
as to the priority of lien of the debts of the respec-
-tive claimants to the fund in controversy

Depositions State of Tennessee } The deposition of Geo Smith & others
Montgomery County } Taken before me this 4th of M^ounford clerk
& Master of the Chancery Court at Clarksville on the
4th day of August 1852. in the cases of W H Bennett
R. H. Izor. Wm Stewart et alay - v.^d The Tenn. Man. Sick
Company and ag. School & also taken on the taking
of the account in said causes and in the presence
of J. Q. Shackelford atty for Greenwood & A. Robb atty
for the balance of the Complainants, said witnesses
being summoned on behalf of Complainants Bennett
Izor, Stewart & Wilder and after being duly sworn
to speak the truth, the whole truth and nothing but
the truth upon the matters of controversy, depose
as follows, Being of lawful age
Col George Smith Called by Compt^r R. H. Izor. W H Bennett
and H. I. Wilder.

Question 1st You will please state what you know about H. I.

again sold said property to the highest bidder according to former decrees of this Court, and that the same was purchased by Miles Greenwood for the sum of seven thousand and fifty dollars, he being the highest and best bidder, and that he executed his promissory Notes with two good securities payable in one two and three years, each for one third of said sum, and that the Clerk and Master has also retained a lien upon the premises for the purchase money, And by Consent it further appearing to the Court that the confirmation of this last sale would be to the interest of all concerned -

It is therefore ordered adjudged and decreed by the Court by Consent of parties, that said last mentioned sale to Miles Greenwood be and the same is Ratified by the Court

It is further Ordered that the Clerk & Master proceed to collect said Notes as fast as they may respectively fall due, & Report whenever any sum may come to his hands from this source

All other matters are reserved till the incoming of this Report

Decree

Miles Greenwood

v^s

{ Be it remembered that this day this cause came on to be heard before the Hon. A. C. P. Nicholson Special Chancellor & upon the report of the Clerk and Master, and the same being accepted to, is in all things confirmed and the cause is continued, and all other questions

not heretofore settled are reserved. ^{* which report is in full spread upon the minutes at this time in the cause of R. H. Lyon, W. H. Derritt et als v^s Jenn Manf^y, Silk Co & ag^y School and Bank of Tennessee which is referred to and made a part of this decree}

Wm Derritt, R H Lyon & others

v^s

The Tenn Man. Silk Co & ag. School & Bank of Tennessee

Decree

20 apt. 1850

Be it remembered this day these causes came on for further order before the Honorable Jerry H Leake upon the pleadings former decrees report & and it appearing therefrom to the satisfaction of the Court that the first

Not heretofore settled are reserved, upon the minutes at this time in the cause of R. H. Sizer, W. H. Bennett et als vs. Tenn. manfg. Sick Co + ag. School and Bank of Tennessee which is referred to and made a part of this decree

Wm Bennett, R H Sizer + others

vs

The Tenn. Man. Sick Co + ag. School + Bank of Tennessee

Decree Be it remembered this day these causes came on for

20 apt. 1850

further order before the Honorable Jerry H Cahall upon the pleadings former decrees report R and it appearing therefrom to the satisfaction of the Court that the first Note of John Blackman for the sum of Twenty two hundred and ninety nine $66\frac{2}{3}/100$ Dollars, executed to R Priestly for the benefit of complainants on the 26th of March 1849. and due one year from date - and on file, which was for so much of the purchase money for the premises in the pleadings mentioned, is due and unpaid; It is therefore considered by the Court that said R Priestly recover for the use of complainants of John Blackman, and Sattler Worden + Joseph Johnson his Securities in said note the sum of twenty two hundred and ninety nine $66\frac{2}{3}/100$ Dollars principal and the sum of eight $5\frac{1}{100}$ Dollars Interest on said note to the date of this decree - and that execution issue for the same, in 90 days if the same is not paid by that time, and Report to next Term - other Questions Reserved till said Report comes in

Continued Miles Greenwood, Wm Stewart R H Sizer

Wm H Bennett + H. J. Wilder

vs

Tenn Man. Sick Company + ag. School

Amalgamated
This day these causes which, have heretofore amalgamated were called and by consent of counsel with the assent of the Court, these causes were continued till the next term of the Court

Continued McCauley and Johnson

vs

Tenn Man Sick Co + ag. School

This day this cause was called and by consent of counsel with the assent of the Court this Cause was continued until the next term of the Court

Known by the Company that Deunitt was a partner with Bourne, and upon a settlement between Bourne & Deunitt and ^{the} Company the note above spoken of was executed for \$150.00

Quest. By same; you will please state all you may know about the claim of R. H. Izor against the Tennessee Sub Co. & agricultural school, what was the consideration of said claim when was the work begun and ended & was it done on the mill or machinery & did Izor do the work as a mechanic

Answer. R. H. Izor is a blacksmith by trade and the work he did was in making and furnishing such materials as a blacksmith could do and make for the mill & machinery, he made and furnished various articles of mechanism in the erection of said mill and machinery, the company employed him to do the work necessary for such a tradesman to do; He worked from the year 1845 till Spring 1847. The nature of the claims are correctly set forth in the Bill and Answer in case of R. H. Izor against the ~~said~~ Company and the consideration of the notes specified in said Bill and Answer was for work and labor done as a mechanic on said mill.

Question By same State all you know about the claim of William Stewart against said Company, did he do work or furnish materials for said mill as a mechanic if so in what capacity

Answer He is a Tinner by trade & furnished materials as such and such materials as were necessary in the erection of the mill and equipping the machinery, the nature of his claim is set forth in the Bill and answer in the case of Stewart v. said Company & others the materials he I think were furnished some time in the year 1846 and 1847 - But at what time I do not recollect. - His debt set out in the Bill was for materials so furnished - Further this respondent saith not

1 deposition 1.00

Geo. Smith

1 day 75¢ 26 miles 10¢ 2 calls 10¢ = 1.89

of his claim is set forth in the Bill and answer
in the case of Stewart v. Said Company & others
the materials & I think were furnished some time in
the years 1846 and 1847 - But at what time I do
not recollect - His debt set out in the Bill was
for materials so furnished - Further this Deponent
saith not

1 deposition 1.00

Geo. Smith

1 day 75¢ 26 miles 10¢ 2 calls 10¢ 189

State of Tennessee } I Tho^s J Munford Clerk & master
Montgomery County } of the chancery court at clarksville
do certify that the within deposition
of George Smith was taken before me at my office in
Clarksville on the day and in the manner set forth in
the caption the answers of witnesses being in the hand
writing of J. W. Wisdom who was not in any wise
interested in said suit

This 4th day of August 1852

Tho^s J Munford Clerk

Report Bank - of Tennessee at
N^o 1

Jenn Man with Geo. & ag: school } In this cause P Priestley
handed over to me the following notes to wit as C & master
of the chancery court at Clarksville

one: Note on Miles Greenwood by John Blackburn &
S. Norden & Jo Johnson due Augt 1. 1852. } 611. 50
Note for second payment in this cause paid to }
P. Priestley } 2299. 66 2/3
one Note on Miles Greenwood by John Blackburn &
S. Norden & Jo Johnson due 26 Mch 1852 } 2299. 66 2/3
\$ 5210. 83 1/3

I would Respectfully Report that I have rec^d
in this cause on the notes rec^d of P. Priestley as
above set forth the following sums to wit

Wilder doing work as a machanic on mill & machinery known as the Port Royal Mills in Montgomery County belonging to the Company known as the Tenn. Sick Company & Agricultural School, if so state when said work was begun & ended, whether or not a note was given for the same and all you may know about the whole transaction?

Answer.

He I Wilder did do work as a machanic upon the Mill belonging to the Tenn Man. Sick Co. & ag school; He commenced work by contract with the Co. about the 17th of March 1846. & continued at said work till about the 18th of May 1847. a Note was given ^{upon} Settlement upon Settlement, by the Company to him on the 18th May 1847 for \$211.65 The Company also executed to him by me as President a note for fifty nine & 59/100 Dollars on the 25th of May 1847. being balance of an order which the company had given said Wilder & which had not been paid & which was also for work done as a machanic between the dates aforesaid - H. J. Wilder was a mill-wright by trade and worked for the Company as such, & was an Excellent machanic

Question 2. You will please state when the contract with Miles Greenwood for the machinery used in the mill was made and at what point did the Company receive it?

Answer. The contract between the said Company & Miles Greenwood for the machinery & used in said mill was made in Cincinnati before H. J. Wilder agent of the Company with said Greenwood and the terms of the contract are contained in the paper filed marked (I) in the case of Miles Greenwood v. said Company - I signed the contract on the part of the Company at Port Royal in Montgomery County Tenn. The machinery was not delivered according to the terms of the ^{or} contract in consequence of an accident which happened to said Greenwood who got his establishment burned down, the Company excused him from an exact performance of the contract and the machinery was delivered, by consent of the Company along during the year the last being delivered

of Miles Greenwood vs. Said Company - I signed the Contract on the part of the Company at Port Royal in Montgomery County Tenn the Machinery was not delivered according to the terms of the^{sd} Contract in consequence of an accident which happened to said Greenwood who got his establishment burned down, the Company excused him from an exact performance of the Contract and the Machinery was delivered, by consent of the Company along during the year the last being delivered about the first December 1846. - - -
The Company Received the Machinery in Cincinnati and paid the expenses of shipping.

By Same State what was the Contract between the Company and Wilder about the work that Wilder did on the mill?

Answer. He was employed to work and superintend the whole mill wrought work of the Company until the mill was completed and was to receive \$2.50⁰⁰ per day, He superintended the same and also worked himself at it.

By Same you will please state all and anything that you may know about the work done by Wm. A. Bennett on the mills the same spoken of in this deposition, when was the work begun, when ended; was or not notes given for the same, was Wm. A. Bennett a machanic, state all you may know about it.

Answer. Bennett worked upon the said mills as a carpenter, the Company employed him to do the work of a carpenter upon said mills, my recollection is that he commenced work in the year 1845. and continued until some time in the Spring of 1847. say the first of April. The Company had a settlement with said Bennett, and executed its notes & order to him one order dated the 10th June 1847. for fifty five dollars & another dated 7th April 1847. for one hundred and fifty dollars, the other note for forty seven dollars, dated 10th March 1847. - The consideration of all these notes & order was for work done on said mills as a machanic - the circumstances of the case so far as the \$150.00 Note is concerned are these Mr. Tho. Bourne was the ostensible undertaker of the work carpenter, for which said note was executed, but it was

(18th May 1847) and that he filed his Bill against said Company for the amt they owed him for his services on the 24th of January 1848. and that he obtained a decree in the chancery court at Clarksville on the 21st of October 1848 v.^d said Company declaring his lien on said mill for - - - - - \$294. 20

It also appears that Miles Greenwood a citizen of the State of Ohio, by contract with the said Company which was made in the State of Ohio by the agent of the Company furnished to said Company Machinery and material, for the building of said mill, and that ^{he} furnished said materials during ~~the~~ the year 1846, up to about the first of December 1846. He commenced his suit at law against said Company in the circuit court of Montgomery County on the first day of May 1847. and recovered a judgment on the 20th of November 1847. a copy of which judgment duly certified was registered in the Register Office of Montgomery County on the 24th day of December 1847. in book Cy 203. page - The said Greenwood filed his Bill against said Company in the chancery court at Clarksville to enforce his mechanics lien on the 25th day of December 1847. at 1 o'clock P.M. and said court adjudged him entitled to a mechanics lien and gave him a decree v.^d ^{said} Company on the 25th October 1848 for the sum of - - - - - \$3309. 00

The consideration of the debts for which the foregoing complainants Donnell, Izor, Stewart, Wilder & Greenwood obtained their said decrees in said chancery court against the said Company was work and labour done and materials furnished by them respectively as mechanics

It further appears that McAulley and Johnson citizens of Montgomery County Tenn recovered various judgments at law. at different times against said Company and fifty was issued and returned nulla bona and ^{on} the 18th of December 1847 they filed a bill against said Company and others in the chancery court at Clarksville and obtained a decree on the 23rd of October 1848 for the sum of \$550. 78 McAulley & Johnsons Debt was not for services performed ^{or for} materials furnished for building

It further appears that McAuley and Johnson Citizens of Montgomery County Tenn recovered various judgments at law at different times against said Company and fifty was issued and returned nulla bona and on the 18th of December 1847 they filed a bill against said Company and others in the Chancery Court at Clarksville and obtained a decree on the 23rd of October 1848 for the sum of \$550. 78 McAuley & Johnson Debt was not for services performed as mechanics, or for materials furnished for building and they have no mechanics lien -

The Clerk and Master would state that the Complainants Derritt, Igor. Stewart, Wilder & Greenwood filed their respective Bills within a proper time to enforce their lien as mechanics, and the work was done & the materials furnished by each, before a suit was commenced by either to enforce his mechanics lien, The Clerk & Master would therefore report all the Complainants except McAuley & Johnson alike entitled to a lien neither one having priority over the other

There should be a prorata distribution of the fund in Court between M. A. Derritt, R. H. Igor. Wm Stewart H. J. Wilder and Miles Greenwood according to the amounts of their respective judgments or decrees, after the payment of costs

McAuley and Johnson having no lien as a mechanic would be entitled to no portion of the fund - unless there should be an amount over and above sufficient to satisfy judgments and costs of the other claimants

The Clerk & Master will now state the amount of the respective Complainants decree with interest to 21st Oct 1852

R. H. Igor Judgment 21 st Oct 1852.	\$ 233. 80
Interest to 21 st Oct. 1852	56. 10
	<u>\$ 289. 90</u>

Wm Stewart Judgment 21 st Octo 1848	\$ 87. 36.
Interest to 21 st Octo. 1852.	21. 96
	<u>109. 32</u>

Wm H. Derritt Judgment 21 st Octo 1848.	383. 00
Int to 21 st Octo 1852	92. 30
	<u>475. 30</u>

Received Augt 7. 1852. Cash on J Wordens Note \$611. 50
 " Sept 15. " Do " " 1917. 35
 Cash on hand \$2528. 85

Respectfully Submitted

Oct. 18. 1852

Thos J Munford Secy

Report

Miles Greenwood, McCauley & Johnson, Wm. Stewart
 R H Izor, Wm A Bennett & H S Wilder }
 vs

Jennep Manufacturing Silk Co. & ag. School & others -

In pursuance of an interlocutory order, of the chancery court at Clarksville directing me to take proof & report as to the priority of claim of the debts of the respective claimants to the fund in controversy - I Thos J Munford Clerk & Master gave due notice to the different complainants and claimants of the said fund, that I would take said proof on the 20th day of July. 1852 at my office in Clarksville and make my report in pursuance of said order. I did attend at my office on the said 20th day of July but the parties producing no testimony. I continued the cause till the 21st July 1852. and then by request of the parties the cause was continued from day to day till the 4th day of Augt 1852. When A. Robb. attor. for Bennett Izor. Stewart Wilder, & McCauley & Johnson. Called Geo. Smith on the part of his clients whose deposition was taken in the presence of the attorney for the parties, from whose deposition it ~~appears~~ appears filed in the cause, it appears that R. H. Izor a citizen of Montgomery County Tenn by contract with the Jennep Manufacturing Silk Company & ag. School did work as a machanic upon the mill of said Company during its erection from the year 1845. till some time in the year 1847. & that he commenced suit at law against the said Company on the 14th of Decr. 1847. & having a judgment on the 15th Decr. 1847. before R. M. Bennett a justice of the peace for Montgomery County & that he filed his Bill in the chancery court at Clarksville on the 23rd day of December 1847. at 4 1/2 o'clock P M and that he obtained a decree in said court declaring him entitled

work as a machanic upon the mill of said company during its erection from the year 1845. till some time in the year 1847. & that he commenced suit at law against the said company on the 14th of Decr. 1847. & recovered a judgment on the 15th Decr. 1847. before R. M. Deunth a justice of the peace for Montgomery County & that he filed his Bill in the chancery court at Blacksburg on the 23rd day of December 1847. at 4 1/2 o'clock P M and that he obtained a decree in said court declaring him entitled to a lien as a machanic on the 21st October 1848 for the sum of ————— \$233. 80

And it also appears that Wm Stewart a citizen of Montgomery County Tenn, by contract with said company performed services as a machanic upon said mill during its erection in the year 1846. & 1847. (being a tinner by trade) and that he filed his bill v. said company on the 23rd day of Decr. 1847. at 12 1/2 o'clock P. M and that he obtained a decree in said court on the 21st October 1848. declaring him entitled to a machanics lien upon said mill for the sum of ————— \$87. 36
There was no suit or judgment at law in this case

And it also appears that M. H. Deunth a citizen of Montgomery County Tenn (by contract with ^{the} said company) who was a Carpenter performed work and labour as a machanic upon the said mill of said company during its erection from the year 1845. till some time in the year 1847. and that he commenced suit at law, and recovered judgment v. said company on a part of his claim on the 15th Decr. 1847. before R. M. Deunth Esq. a justice of the peace for said County and on the 25th December 1847. at 10 o'clock am he filed his Bill v. said company to enforce his ~~Machanics~~ ^{Machanics} lien, and obtained a decree in the chancery court at Blacksburg declaring his lien on said mill &c for the sum of ————— \$383. 00

It further appears that H. J. Wilder a citizen of Montgomery County Tenn (by contract with ^{the} said company) who was a machanic being a mill wright performed work and labour as such upon the said mill belonging to said company from the year 1846. till some time in the year 1847. &c

And it further appearing in said report that P. Priestly had had on hand of monies collected in this cause after paying the Bank debt \$151. Subject to cost and expences, and that the Clerk & master has on hand of funds collected in said causes, the sum of \$2528.85. the said sum being composed of the \$1611.50. named in the report & the sum of \$1917.35 paid on the last note by S. Worden since the filing said report - And it further appearing to the satisfaction of the Court that there is still due & unpaid on said note made by said ^{Miles Greenwood &} S. Worden and J. Johnson his security, payable to P. Priestly Clerk & master for the use of the parties in these causes, and given in part payment of the purchase money of the land sold by decree in this cause the sum of \$451.29. ~~it is~~ ordered and decreed by the Court that said P. Priestly, Ct & m recover of said ^{Miles Greenwood &} S. Worden & J. Johnson his security in said bond the said sum of \$451.29. for which an execution may issue, and which when collected with the above named \$2528.85 the Ct & m is hereby directed to pay to the parties respectively ⁱⁿ the proportions and according to their order of priority set out in this decree after deducting costs &c. including Ct & m \$17. for taking said account. From which Decree H. H. Summitt, Wm Stewart, R. H. Iyer, W. J. Wilder and McCauley & Johnson pray an appeal to the next term of the Supreme Court at Nashville and the Tennessee Silk Co & ag. School pray an appeal from the Decree in the case of Miles Greenwood v. them to the next term of the Supreme Court which appeals are allowed on giving bond with security for cash by the 2nd Rule Day after the rise of this Court.

Appeal
Bond

Know all men by these presents that we H. J. Wilder, Joseph Johnson, James H. Summitt and Wm Stewart, R. H. Iyer of the County of Montgomery & State of Tennessee are held and firmly bound unto Miles Greenwood and George Smith President of the Tennessee Manufacturing Silk Company & agricultural School in the sum of five hundred dollars current money of said State, to be paid unto the said Miles Greenwood & George Smith President of the Tennessee Manufacturing Silk Company and agricultural School their heirs, executors, administrators & jointly & 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 whenever

Bond

Johnson, James H. Samitt and Wm Stewart, R. H. Iyer of the County of Montgomery & State of Tennessee are here and firmly bound unto Miles Greenwood and George Smith President of the Tennessee Manufacturing Silk Company & agricultural School in the sum of five hundred dollars current money of said State, to be paid unto the said Miles Greenwood & George Smith President of the Tennessee Manufacturing Silk Company and agricultural School their heirs, executors, administrators & Jointly & 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 whomever in a cause on attachment Bills prosecuted in the chancery Court at Clarksville, by Miles Greenwood, H. J. Wilder et al. mechanics and McCauley & Johnson, Comply against Geo. Smith President of the Tenn Mfg Silk Company and agricultural School defendants, A decree was this day rendering by said Court against H. J. Wilder et al. & McCauley & Johnson, preferring the claim of Miles Greenwood in all of said cases for the whole amount of his said debt of \$ — From which

said decree the said H. J. Wilder et al. and McCauley and Johnson for themselves & George Smith President & Prayed an appeal to the next Supreme Court to be held at Nashville

Now if the said H. J. Wilder et al. & McCauley & Johnson & the said George Smith President & shall prosecute said appeal with effect, or in case of failure therein, shall pay & satisfy all damages & costs which may be awarded against said appellants for wrongfully prosecuting said appeal and shall further abide by and perform and discharge the sentence Judgment or decree of said Court may make therein then the above obligation shall be void; else to remain in full force and effect.

Witness my hand & seal this day & date above written

H. J. Wilder

(Seal)

J. S. Johnson

(Seal)

Wm Stewart by atty
in fact A. Robt

(Seal)

R. H. Iyer by atty.

(Seal)

A. Robt.

H. I. Wilder Judgment 21st Oct 1848. \$245. 20
Interest to 21 Oct. 1852 70 60 365. 80

Miles Greenwood Judgment 25. Oct 1848. for \$3309. 00
Interest to 21st Oct 1852. 794. 16 4103. 16

Am't of principal & interest of those claimants
who have a mechanics lien \$5343. 48

McCauley & Johnson Judgment 23rd Oct. 1848. \$550. 78
Int to 21st Oct. 1852 132. 18 682. 96

Request of the parties the clerk & master
would further report that the former C & M
collected of the purchase money of the sale
of the mill the sum of \$4354. 88

And that he paid to the Bank of Tennessee
the amount of this claim for which they
held a prior lien upon said mill lands for
the sum of 4206. 88

leaving the sum of one hundred & fifty one \$ 151. 00
Dollars which he collected and applied to the
payment of the costs of said sale &c

The clerk and master Thos J Munford has since collected
from J Warden the balance due on the first note which
he now has in his hands amounting to the sum of \$611. 50
The clerk and master also has in his hands the last note
due for the purchase money, due 26 day of March
1852. for the sum of \$2299. 66 2/3
no part of which has been paid

Interest on said note to 21st Oct. 1852 80. 46 2/3 2380. 13
which will leave a balance on hand for \$2991. 63
distribution subject to payment of the balance of the costs
of Twenty nine hundred & ninety one 63/100 dollars
All of which is respectfully submitted

August 4. 1852.

Thos J Munford C & M

Exception To the foregoing report of the clerk and master W. H. Dunnett

no part of which has been paid

Interest on said Note to 21st Oct. 1852 $80 - 46\frac{3}{4} / 2380.13$
which will leave a balance on hand for $\$2991.63$
distribution Subject to payment of the balance of the costs
of Twenty nine hundred & ninety one $63/100$ dollars
All of which is respectfully Submitted
August 4. 1852.

Thos. J. Munford Ctm

Exception to the foregoing report of the clerk and master W. H. Summitt
Wm Stewart, R. H. Iyer, H. J. Wilder & McCauley & Johnson
by their counsel except, and for ground of exception
state that the clerk & master has reported that Miles
Greenwood is entitled to equality of lien with them;
to the fund in controversy - they believe this to be wrong
and believe they are all entitled to priority of satisfaction
before said Greenwood

Robt & Humphreys Sol

Decree

Miles Greenwood, McCauley & Johnson Be it remembered that on
Wm Stewart, R. H. Iyer, Wm H. Summitt and this day this cause came
H. J. Wilder on to be heard before the
Honorable John
Jenn Man. Silk Geo & ag. School. Chancellor upon report
of the clerk & master, the

proof and the exceptions filed to said report of the Ctm
by said McCauley & Johnson, Iyer, Summitt, Stewart &
Wilder and it appearing to the Court that the said
exceptions to the said ^{are not well taken the same} report are disallowed, and for
nothing Held, and the report is in all things ~~fixed~~
confirmed; and it appearing from said report that
the debt of R. H. Iyer to this date is $\$289.90$, the debt
of Wm Stewart is to this date $\$109.32$, that the debt of
Wm H. Summitt to this date is $\$475.30$, that the debt of
H. J. Wilder to this date is $\$365.80$ - that the debt of
Miles Greenwood is $\$4103.16$ all of which debts are
entitled to equality of satisfaction out of the fund on
hand in these causes, arising from the sale of the property
after deducting the debt of the Bank of Tennessee which is a
prior lien; and it further appearing, that the debt of
McCauley & Johnson amounting to this date to $\$682.96$
which debt the Court is of opinion should be deferred
until the full satisfaction of all the before recited debts

by the first aforesaid and has filed his said bill against the Tennessee Manufacturing Silk Company and Agricultural School and the President and directors of the Bank of Tennessee in our said Court - This is therefore to command you that you attach the said mill & machinery and the tract of land on which they are situated as the property of said Tennessee Manufacturing Silk Company and Agricultural School - and make known to our said Court at its next term to be held in Clarksville on the last Thursday before the fourth Monday of April next, by your return hereon, how you shall have executed this writ and have you then there this writ - herein fail not - Witness Philander Priestley Clerk & Master of our said Court at office in the town of Clarksville the last Thursday before the fourth Monday of October 1847 and the 42nd year of the Independence of the United States

J^d Priestley C & M

Shff
return
Issued 25th Oct. 1847, came to hand same day issued & attached the property in this writ mentioned 1st March 1848

A D Ramsey Shff

Transcript — State of Tennessee —

Be it remembered that at a Circuit Court began and held for the County of Montgomery, at the Court house in Clarksville, on the 1st Monday in November 1847. Present the Honorable M A Martin Judge H to wit on the 21st day of November 1847. the following judgment was rendered to wit:

Miles Greenwood	3 Debt
v ^s	3 This day came the parties by their attorneys
The Manufacturing Silk Company	3 & the defendants withdrew their pleas
& Agricultural School	3 by them unpleaded and admit that they
	3 owe to and detain from the plaintiff

the sum of thirty one hundred and forty dollars & 72 cents the debt in the declaration mentioned, and the further sum of one hundred & two dollars interest thereon to this date. Whereupon it is considered by the Court that the plaintiff recover of the defendant the sum of thirty two hundred and forty two dollars & 72 cents the debt and interest so admitted as aforesaid as also the costs in this behalf expended and that Execution issue

Judgement rendered 20th November 1847. for debt & damages \$3242. 72
Court costs 9. 31 1/2

State of Tennessee 3 I Charles Bailey Clerk of the Circuit Court of
Montgomery County 3 said County do Certify that the foregoing is a
true Copy of the Judgment rendered in this Case -
Miles Greenwood against the Tennessee Manufacturing Silk Company
and Agricultural School & the date of said Judgment, as the same

Miles Greenwood complainant and James O. Shackelford and Gustavus A. Henry Securities are held and firmly bound unto The Tennessee Manufacturing Silk Company & Agricultural and the president and directors of the bank of Tennessee in the penal sum of six thousand four hundred four dollars and six cents which payment well and truly to be made we bind ourselves, our and each of our heirs, executors & administrators jointly and severally, firmly by these presents, sealed with our seals, and dated this 25th day of December 1847

The Condition of the above obligation is such, that whereas the above bound Miles Greenwood hath this day obtained from the Hon. M. A. Martin one of the Circuit ^{County} Judges of the State of Tennessee a fiat directing that the mill and machinery and the tract of land on which they are situated, as set forth in the Complainant's Bill be attached,

Now, if the said Miles Greenwood shall prosecute said attachment with effect, or in case the same shall be dismissed he will pay to the said Tennessee Manufacturing Silk Company & Agricultural School and the president & directors of the Bank of Tennessee all such damages, they or either of them may sustain by reason of having wrongfully sued out an attachment in said cause, to be recovered in any suit or suits to be hereafter brought for such purpose, and shall moreover prosecute his said bill with effect or on failure therein shall pay all such costs as may be adjudged by the Court upon a final hearing of said cause, and shall further abide by, perform and discharge such judgment or decree as the Court may make in said cause upon a final hearing, then the above obligation to be void otherwise to remain in full force and effect

Dec. 25th 1847.

J. O. Shackelford

G. A. Henry

(Seal)

(Seal)

attachment

— State of Tennessee —

To the Sheriff of Montgomery County greeting —
Whereas Miles Greenwood has this day obtained from the Hon. M. A. Martin one of the Circuit Court Judges for the State of Tennessee a fiat directing that the mill and machinery and the tract of land on which they are situated, as set forth and described in his bill be attached and subjected to such decree as the Chancery Court at Clarksville Montgomery County Tennessee may make in said cause — and whereas the said Miles Greenwood has given bond and security as required

The equitable interest of the Tennessee Manufacturing Sock Company and Agricultural School in the lands and improvements in the Bill mentioned, be attaching, alledging that he is a machanic and did labour & furnish materials for the erection of the Mills in the bill mentioned which are upon the lands purging to be attaching - and that said Company are indebted to him two hundred and fifteen or twenty dollars - and the said Richard H. Sizer having entered into bond and security as required by the fiat & having also filed his said attachment Bill in our said Court of Chancery at Clarksville Montgomery County Tennessee against said Tennessee Manufacturing Sock Company and Agricultural School, and the President and directors of the Bank of Tennessee

This is therefore to Command you that you attach the equitable interest of the said Tennessee Manufacturing Sock Company and Agricultural School in the said lands and improvements in the Bill mentioned, and the same when attached, so provide that it be subject to such decree as our said Court may make in the premises on the hearing of said Cause - and do you make known by your return on this writ how you shall have executed the same, to the next term of our said Court to be held in Clarksville on the last Thursday before the fourth Monday of April next and have you then and then this writ - herein fail not Wm Philander Priestley, Clerk & Master of our said Court at office in the Town of Clarksville, the last Thursday before the fourth Monday of October 1847 and the 72nd year of the independence of the United States

P. Priestley C & M

Shffs Return Spued 23rd Oct. 1847. Came to hand said writ & attached the property in the writ mentioned 1st March 1848

A. D. Ramsey Shff

Trans-cript \$109.82

one day after date the Tennessee Manufacturing Sock Company and Agricultural School promise to pay R. H. Sizer one hundred and thirty nine dollars and eighty two Cents for an order made this day Value Rec^d the 4th day of December 1847.

George Smith Pres

Warrant State of Tennessee

Montgomery County } To any lawfull officer to execute & return, you are hereby Commanded to summon George Smith President of the board of directors, for the Tennessee Manufacturing Sock Company and Agricultural School Personally to appear before me or some other Justice of the peace for said County to answer the Complaint of R. H. Sizer in a plea of debt under two hundred dollars

remains of records in my office this 24th day of December 1847

Chs Bailey Clerk

State of Tennessee } Register office
Montgomery County } The within Copy of Judgement & Certificate were
Received 2 (o'clock) P.M. 24th December 1847. Noted in book A page
85. Registered 24th December 1847. in Book Y page 203

Thos. W. Wisdom D.R.

attachm^t R. H. Iyer Know all men by these presents, that we Richard H. Iyer Complainant
bond and E. W. Munford are held and firmly bound unto the Tennessee
Manufacturing Sack Company & Agricultural School and George Smith
the President thereof and the President and directors of the Bank of Tennessee
in the penal sum of four hundred dollars, which payment well and truly to
be made, we bind ourselves, our, and each of our heirs, executors and
administrators, jointly and severally, firmly by these presents. Sealed with
our Seals, and dated the 23rd day of December in the year of our
Lord 1847

The condition of the above obligation is such, that whereas
the above bound Richard H. Iyer hath this day obtained from the
Hon. M. A. Martin an order that an attachment and be lived on
the interest in which the Tennessee Manufacturing Company & Agricultural
School has in the land, and improvements in the Bill mentioned
alleging that said Tennessee Manufacturing Sack Company &
Agricultural School are indebted to him as a mechanic in the
sum of Two hundred and fifteen or Twenty dollars - Now if the
said Richard H. Iyer shall prosecute said attachment with effect
or in case the same shall be dismissed, He will pay to the said
Tennessee Manufacturing Sack Company & Agricultural School and the
President and directors of the Bank of Tennessee, or either of them
all such damages as they or either of them may sustain by reason of
wrongfully suing out an attachment in this cause, to be recovered
in any suit or suits to be hereafter brought for such purpose &
shall moreover prosecute his said bill with effect, or on failure therein
shall pay all such costs as may be adjudged by the Court upon a
final hearing of said cause, and shall further abide by, perform
and discharge such Judgement or decree as the Court may make
in said cause upon a final hearing; then the above obligation
to be void, otherwise to remain in full force and effect

23rd Dec. 1847.

R. H. Iyer Seal

E. W. Munford Seal

attachm^t in State of Tennessee in
To the Sheriff of Montgomery County Greeting -
Whereas Richard H. Iyer has this day obtained from the Hon. M. A.
Martin an order that an attachment issue and directing that

R. H. Izor

v. 3 Warrant

George Smith President of the board of directors for the Tennessee Manufacturing Sock Company and Agricultural School.

Executed to be returned before Robert M. Dummitt Esq. the 15th day of December 1847.

D. Grant Const

R. H. Izor

v. 3 Note

The Tennessee Manufacturing Sock Company and agricultural school.
I give Judgement in this case in favour of the Plaintiff and against the defendant for Eighty dollars and 89 cents the amount due on the within note after deducting the credit and the cost of suit which is 87 1/2 cents

Robert M. Dummitt J. P.

Execution issued the 18th day of December 1847. Returned not Satisfied the 18th of December 1847.

D. Grant Const

I do certify that the foregoing Judgement is a true copy or Transcript of the same as it now stands on my docket this the 18th day of January 1848.

Robert M. Dummitt J. P.

I do certify that the above is a true copy or Transcript of all the papers concerning in this case as the same now remains in my office this 18th day of December 1847.

Robert M. Dummitt J. P.

Wm. H.

Dummitt Know all men by the presents that We William H. Dummitt & E. W. attachment Mumford are held and firmly bound unto the Tennessee Manufact- Bond - uring Sock Company and agricultural School & the President 25th Dec 1847 and directors of the bank of Tennessee in the penal sum of five hundred dollars which payment well and truly to be made We bind our selves. our, and each of our heirs Executors and administrators Jointly and severally firmly by these presents Sealed with our Seals and dated this 25th December in the year of our lord 1847.

The condition of the above obligation is such, that whereas the above bound Wm. H. Dummitt hath this day obtained from the Hon. M. A. Martin one of the Judges of the State of Tennessee an attachment upon a Bill filed in Equity at Clarksville against the interest of the Tennessee manufacturing Sock Company & Agricultural School in a certain tract of land mentioned in the Bill and bought of the president and directors of the Bank of Tennessee and lying in Montgomery County - Now if the said William H. Dummitt shall prosecute said attachment with effect, or in case the same shall be dismissed,

herein fail not given under my hand and Seal the 14th day
of December 1847. Robert M. Durrutt J.P. (Seal)

Return R. H. Iyer

Warrant

George Smith President of the board of directors for the
Tennessee Manufacturing Silk Company & Agricultural School.
Executed to be returned before Robert M. Durrutt Esq. the
15th day of December 1847. D. Grant Const

R. H. Iyer

Note

Tennessee Manufacturing Silk Company and Agricultural School
I give Judgement in this case in favour of the Plaintiff
and against the defendant for one hundred forty dollars
and $\frac{65}{100}$ the amount of Note and interest and the cost
of Suit $87\frac{1}{100}$ this 15th day of December 1847.

Robert M. Durrutt J.P.

Execution. Execution issued the 18th day of December 1847. Return not
satisfied the 18th Dec. 1847. D. Grant Const

I do certify that the foregoing Judgement is a true Copy or
Transcript of the same as it now stands on my docket
this the 18th of January 1848.

Robert M. Durrutt J.P. (Seal)

I do Certify that the foregoing is a true Copy or Transcript
of all the papers concerned in this matter as the same now
remains in my office this the 18th day of January 1848

Robert M. Durrutt J.P.

Note

\$155. $\frac{73}{100}$ One day after date the Tennessee Manufacturing
Silk Company and Agricultural School promise to pay R.
H. Iyer one hundred and fifty five dollars and 73 cents
for their order made previous to this date Value Rec^d. this
6th January 1847. George Smith Pres

or

Credit the within note by a note on John Bellamy
for eighty dollars due this day April 1st 1847.

Warrant

State of Tennessee

Montgomery County

To any lawfully ^{officer} to execute and return you are
hereby Commanded to summon George Smith president of the board
of directors for the Tennessee Manufacturing Silk Company and
Agricultural School personally to appear before me or some other
Justice of the peace for said County and answer to the Complaint
of R. H. Iyer in a plea of Debt under two hundred dollars
herein fail not given under my hand and Seal this 14th
day of December 1847. Robert M. Durrutt J.P. (Seal)

herein fail not given under my hand and seal the 4th day
of December 1847. Robert M. Durrutt J.P. (Seal)

Return R. H. Sgor
v. S. Warrant

George Smith President of the board of directors for the
Tennessee Manufacturing Silk Company & Agricultural School.
Executed to be returned before Robert M. Durrutt Esq. the
15th day of December 1847. D. Grant Const

R. H. Sgor

v. S. Note

Tennessee Manufacturing Silk Company and Agricultural School
I give Judgement in this case in favour of the Plaintiff
and against the defendant for one hundred & forty dollars
and $\frac{55}{100}$ the amount of Note and interest and the cost
of Suit $87\frac{1}{2}$ this 15th day of December 1847.

Robert M. Durrutt J.P.

Execution. Execution issued the 18th day of December 1847. Returned not
satisfied - the 18th Dec. 1847 D. Grant Const

I do certify that the foregoing Judgement is a true Copy or
Transcript of the same as it now stands on my docket
this the 18th of January 1848.

Robert M. Durrutt J.P. (Seal)

I do Certify that the foregoing is a true Copy or Transcript
of all the papers concerned in this matter as the same now
remains in my office this the 18th day of January 1848

Robert M. Durrutt J.P.

Note

\$155. $\frac{73}{100}$ One day after date the Tennessee Manufacturing
Silk Company and Agricultural School promise to pay R.
H. Sgor one hundred and fifty five dollars and 73 cents
for their order made previous to this date Value Rec^d. this
16th January 1847. George Smith Pres

or

Credit the within note by a note on John Bellamy
for eighty dollars due this day April 1st 1847.

Warrant

State of Tennessee

Montgomery County To any lawfull^{officer} to execute and return you are
humbly Commanded to Summon George Smith President of the board
of directors for the Tennessee Manufacturing Silk Company and
Agricultural School personally to appear before me or some other
Justice of the peace for said County and answer to the Complaint
of R. H. Sgor in a plea of debt under two hundred dollars
herein fail not given under my hand and seal this 14th
day of December 1847. Robert M. Durrutt J.P. (Seal)

Came to hand same day issued and attached the property in
this writ mentioned March 1st. 1848 A D Ramsey Shff.

Note \$150. one day after date the Tennessee Manufacturing Sock
Company and agricultural school promise to pay William
H Dunnett one hundred and fifty dollars for an order
accepted from J N Bourne, Value Rec'd 7th April 1847
Geo. Smith Pres.

Note \$47.00
One day after date the Tennessee Manufacturing Sock
Company and agricultural school promises to pay Wm H
Dunnett forty seven dollars balance of order on the Comp-
any Value Rec'd 10th March 1847
Geo Smith Pres.

Warrant State of Tennessee }
Montgomery County } To any lawful officer to Execute &
Return you are hereby commanded to summon George Smith
President of the Tennessee Manufacturing Sock Company &
Agricultural School personally to appear before me or some
other Justice of the peace for said County to answer to
the complaint of W. H. Dunnett in a plea of Debt under
two hundred dollars herein fail not - given under
my hand and seal this 15th day of December 1847
Robert M Dunnett J.P. Seal

Return Wm H Dunnett
v. } Warrant } Executed to be returned before
Geo. Smith Pres of the board of } Robert M Dunnett Recd the 15th
directory for Tenn. Manufacturing } day of December 1847.
Sock Company & agricultural }
School. }

Judgment Wm H Dunnett
v. } Debt
The Tennessee Manufacturing Sock Company and agricultural
School. I give Judgment in this case in favour of the
Plaintiff and against the defendant for forty nine
dollars & eleven cents the amt due on said claim with
Int and the cost of Suit which is 87¹/₂ cents
Robert M Dunnett J.P.

Execution Execution issued the 9th day of March 1848 and returned
not satisfied the 10th March 1848

A Grant Const.

He will pay to the said Tennessee manufacturing silk company, and agricultural school, all such damages as shall be awarded for the wrongful serving out said attachment and shall moreover prosecute his said bill with effect or on failure therein shall pay all such costs as may be adjudged by the Court upon a final hearing of said cause and shall further abide by, perform and discharge such Judgement or decree as the Court may make in said cause upon a final hearing, then the above obligation to be void, otherwise to remainⁱⁿ full force and effect.

attest

P. Priestley Clerk

William Durrett (Seal)

E. W. Manford (Seal)

attachment

issued

25 Oct. 1847

State of Tennessee

To the Sheriff of Montgomery County Greeting
Whereas William Durrett has prayed and this day obtained from the Hon M. A. Martin one of the Circuit Court Judges of the State of Tennessee a fiat directing that the equitable interest of the Tennessee manufacturing silk company and agricultural school in the land, mills and improvements in the Bill mentioned be attached and held subject to such decree as the Chancery Court at Clarksville Montgomery County Tennessee may make in said cause and the said William Durrett having given bond and security as required by said fiat, and having also this day filed his said Bill in our said Court against the said Tennessee Manufacturing Silk Company & agricultural school and the bank of Tennessee in which he alleges that said Tennessee silk manufacturing company & agricultural school are indebted to him for work as a machanic upon the improvements on said land and materials furnished

This is therefore to command you that you attach the equitable interest which the said Tennessee silk manufacturing company and agricultural school have in and to the land, mills & improvements set out in the Bill & this writ and have the same subject to such decree as our said Court may hereafter make in the said cause - and do you make known to our said Court by your return, at its next term on the last Thursday before the fourth Monday of April next, how you shall have executed this writ - Herein fail not - Witness Philander Priestley Clerk and Master of our said Court at office in the town of Clarksville, the last Thursday before the fourth Monday in October 1847. and the seventy second year of the Independence of the United States

P. Priestley Clerk

I do certify that the foregoing Judgment is a true copy or transcript of the same as it now stands on my docket this 10th day of March 1848.

Robert M. Summitt J.P.

Whereas, I have this day filed in the Chancery Court at Clarksville an attachment Bill against the Tennessee Manufacturing & Agricultural School and the President and directors of the Bank of Tennessee and have not executed my bond for costs, this is therefore to authorize Edw. Munford as my atty. in fact as well as to sign my name to a bond for costs according to Law in the sum of five hundred dollars.

Witness my hand and Seal this 24th Jan'y 1848.

H. J. Wilder (Seal)

H. J. Wilder

Bond Know all men by these presents, that we H. J. Wilder Complainant 24th Jan'y 1848 and Edw. Munford Security are held and firmly bound unto the Tennessee Manufacturing & Agricultural School and the President & directors of the Bank of Tennessee in the penal sum of five hundred dollars which payment well and truly to be made we bind ourselves, our, and each of our heirs, Executors and administrators jointly & severally firmly by these presents, sealed with our seals, and dated this 24th day of January in the year of our Lord 1848.

The condition of the above obligation is such, that whereas the above bound H. J. Wilder hath this day obtained from the Hon. M. A. Martin one of the Circuit Court Judges of the State of Tennessee, a fiat, directing that an attachment issue and be levied on the tract of land and improvements in the bill mentioned alleging that he said Wilder is a mechanic and praying the Chancery Court at Clarksville Tennessee to enforce his lien on the said land & improvements for work done on said improvements, now if the said H. J. Wilder shall prosecute said attachment with effect, or in case of ~~failure~~ the same shall be dismissed he will pay to the said Tennessee Manufacturing & Agricultural School and President & directors of the Bank of Tennessee all such damages as they or either of them may sustain by reason of the wrongfully suing out an attachment in this cause to be recovered in any suit or suits to be hereafter brought for such purpose, and shall moreover prosecute his said bill with effect or on failure therein, shall pay all such costs as may be adjudged.

I do certify that the foregoing Judgment is a true copy or
transcript of the same as it now stands on my docket this
10th of March 1848 Robert M. Dumitt J.P.

I do certify that the within or above is a true Transcript
of all the papers relative to the matter in question as the
same now remains in my office this the 7th day of March
1848.

Balance due me on claim for work done on Mills in
1846 and 1847. fifty five Dollars this 10th June 1847.

William H. Dumitt

B. Mallory Esq. Pay the within by order of the board
June 10th 1847.

Geo Smiths Pres

Warrant

State of Tennessee }
Montgomery County } To any lawfull officer to execute and
return you are hereby commanded to summon Geo Smiths
Pres of the board of directors for the Tennessee Manufacturing
Sick Company and agricultural School Personally to appear
before me or some other Justice of the said County to answer
to the Complaint of W H Dumitt for the use and benefit
of A. L. Gains in a plea of Debt under two hundred
dollar, herein fail not under the penalty prescribed by law
this the 15th day of December 1847

Robert M. Dumitt J.P. Seal

W H Dumitt for the use
and benefit of A L Gains

v^s } Warrant

George Smiths Pres board directing
for Tenn Manufacturing Sick
Company and agricultural School

Executed to be returned
before Robert M Dumitt Esq.
the 15th day of December
1847.

D Grant Const

Judgement

W H Dumitt for the use and benefit of A L Gains
v^s } Debt

The Tennessee Manufacturing Sick Company & Agricultural
School. I give Judgement in this case in favour of the
plaintiff and against the defendant for fifty six dollars
and sixty five cents amount of said claim & interest
and the cost of suit which is 87¹/₂ cents

Robert M. Dumitt J.P.

Execution

Execution Issued the 9th day of March 1848 returning not
satisfied

D Grant Const

by the Court upon a final hearing of said cause, and shall further abide by, perform and discharge such judgment or decree as the Court may make in said cause upon a final hearing; then the above obligation to be void otherwise to remain in full force and effect

A. J. Wilder by Seal
Edw Munford atts in fact
Edw Munford Seal

attachments
issued

27 Jan 1848

State of Tennessee

To the Sheriff of Montgomery County Greeting
Whereas A. J. Wilder has obtained from the Hon M. A. Martin an order that an attachment issue, and that the lands with the improvements thereon in the bill mentioned be attached and be subjected to such decree as the chancery Court at Clarksville Montgomery County Tennessee may hereafter make in this cause of said A. J. Wilder against the Tennessee Manufacturing Silk Company and agricultural school and President & directors of the Bank of Tennessee against which said Corporations said Wilder has filed his bill in our said Court -

This is therefore to command you that you attach the land and improvements in the Bill mentioned and by your return to the next term of our said Court to be held in Clarksville on the last Thursday before the fourth Monday of April next, show how you shall have executed this writ herein fail not, Witness Philander Priestley Clerk and Master of our said Court at office in the town of Clarksville the last Thursday before the fourth Monday of October 1848. and the Seventy Second year of the Independence of the United States

P. Priestley CSM

return

came to hand same day issuing
and attaching the property in this
mentioned 1st March 1848

A Ramsey Shff

To Johnson

abandonment

ent of

Purchase

Clarksville 24th January 1849

Whereas at the Sale of the Port Royal Mills & the tract of land belonging to the Manufacturing Silk Company and agricultural school on the 15th day of December 1848 I became the purchaser for the sum of Ten thousand dollars payable in one two and three years, they were sold to pay a debt due the Bank of Tennessee Wilder and others and unknown difficulties in getting possession of the premises have put it out of my power to comply with the conditions of the Sale