

Thomas Hackney

J. & W. S. Mc Clellan & Co

1st The evidence to show a mistake, in making the deed to D. W. Hackney instead of to Thomas Hackney, must be clear and strong, so as to establish the mistake to the entire satisfaction of the court. 2d Johnson Chancery Report page 585-

The transaction between the parties was an advancement & not a resulting trust

This court decided in the case of Thompson's heirs vs Thompson's devisees 1st Yerges R p 94 that "When the father paid the purchase money for land, and had the land for title, made to his son and himself jointly, this is an equitable advancement to the son of an undivided moiety" "Where a Father in such case procured the deed to be made to himself, alone, he becomes a trustee of the legal estate for his son, for a moiety, and upon the death of the son, his heirs in equity, may divest a moiety of the legal estate out of the father" "Suppose that the son had been the only obligor, and that his father alone had given a bond for the purchase money, and then the father should get possession of the land to his son for title, and take a new bond himself that would not divest the equitable title out of the son" 1st Yerges R p 94

according to these authorities if the title is made to D. W. Hackney and the money is paid by Thomas Hackney, that would be considered an advancement to D. W. Hackney & Thomas Hackney cannot by any subsequent act divest the title out of D. W. Hackney

In the above case of Thompson vs Thompson, the father & son were both obligors for the money, yet the father paid the money. In the case before the court the deed to Woodward was signed by both father and son. See the deed from the Hackneys

Thomas Mackney
as Brief

Chas. & Wm. S. M. & Co.

L. V. Chase

Thomas Hackett

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J. F. W. S. McEneaney 1866

Complainant ~~land~~ Watwood exchanged land land, Complainant conveyed by deed to Watwood his land, and Watwood conveyed by deed to David W. Hackett son of Complainant his land. Some time afterwards David W. Hackett being indebted to the McEneanys made a deed of trust to W. B. Johnson to secure the McEneanys in his indebtedness to them. Bill filed to divest title and have the same vested in Complainant.

The Chancellor decreed that the land in controversy was an advancement to his son David, relying upon the case of Thompson heirs vs Thompson devisees 1 Rye 97.

The case does not support the decree. Pitman the Vendor made his bond for title to Joseph Thompson the father and James the son, and they both joined in an obligation for the consideration money to Pitman. This raised an equitable estate in the son, as well as the father, and could not be divested without his consent. In the case at bar no equitable estate vested in David W. Hackett the son. For ~~the~~ deed by Watwood was made to David W. Hackett the son without consent or authority of Complainant the father. He was not present and gave no instruction. But Watwood chose to construe what Complainant said to him "of having made his Will thereby dividing his land between his two sons," as an authority to make the deed to David W. the son. Nor could the son David W. using the timber, or assigning the deed with his father divest the latter of his right. Especially, being an old man and having for years entrusted his business to David, may we conclude that David was conducting the thing pretty much as he thought fit, in fraud of the other Children of Complainant.

In the case of Thompson heirs vs Thompson devisees, the son paid no money it is true, but was a joint obligor for the consideration

to the vendor, Pitman, as well as a joint obligee for title; and though the father paid the money, was bound to him for the one half, and did not forfeit his equity in the land by not paying his half of the purchase money. And the father having paid the whole it was right to consider the ~~land~~ as one half of the land as the son and the half of the purchase money an advancement to the son.

That case differs materially from the one before the Court. The Chancellor in the latter considered the land an advancement to David W. Hackney the son, when the father had not so much as verbally divested himself of his title. While in the former all was done to satisfy the Statute of "Frauds and Perjuries," and create an equity between not only between Vendor and vendee, but between the purchasers. In the former not a shadow of title legal or equitable ever existed in David W. Hackney the son from any thing done or authorized to be done by Complaint the father, in the latter the son by express contract valid in itself at all times had a clear equity as a purchaser. In the former Complaint the father paid the consideration and David W. the son was a stranger to the contract with Watwood and the title, while in the latter though Thompson the father paid the consideration, yet his son was a party to the contract of purchase, and was bound to his father for the one half of the consideration money paid by him. This is the difference between the two cases. The one establishing a clear right in the son of Thompson, the other establishing no right at all in the son of Hackney.

To divest Complaint of his title his agent should be shown clearly and conclusively, that the title should be made by Watwood to his son, same case page 100.

Steeble

Blackney

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McClellan's letter

Post

Thomas Haellmy

W. C. Bill

J. A. W. S. W. C. S. W. C. S.

To the Honorable Andrew
McCampbell Chancellor

residing at Nashville

for the Western Division of the

State of Tennessee Humbly Complaining your Orator
Thomas Haellmy a citizen of the county of Montgomery
- some State of Tennessee Sheweth to your Honor
Some time about the beginning of the month of March
1836 he entered in to a contract with one William
Watwood by which he gave your orator was to exchange
a certain piece of land with said Watwood for
a certain piece of land of the said Watwood that
on the 15th day of March 1836 your orator conveyed his
piece situate in Montgomery county by deed in fee to the said
Watwood containing thirty five acres and the said
Watwood made and executed his deed in fee for the
land your orator was to have of him containing fifty
acres situate in said county to one David W. Hoelling
instead of to your orator as your orator has but
recently been informed

Your orator sheweth that why the deed of
Watwood was made to said David W. Haellmy he is at a loss
to conjecture as he is certain the law gave any authority for it being
done. He is also informed that said David W. also
assigned the deed made by your orator for the 35 acres conveyed
to said Watwood but why he assigned the deed is to your
orator wholly a matter of surprise as he the said
David had no manner of right or title to the land
conveyed by your orator and that purchased by the said
Watwood of your orator. Your orator sheweth that
he is quite old and under much physical debility
and as said David W. Hoelling is his son he entrusted
him with the chief management of his affairs and
did not know till but recently before stated that

that said David had executed the Mother as above
stated. The said above referred to was proved and
registered on the 15th & 17th of March 1836

Your Orator sheweth that said David W. Shackley
who is also a citizen of Montgomery County State of Georgia
on the 8th day of July 1840 made and executed a deed of trust to
one Willie B. Johnson embracing said fifty acres of land &
portion of said tractwood by your Orator for the and
benefit of the firm of S. & W. S. McGlue & Associates
situated in the town of Clarksville composed of Thomas
W. S. Robert & James McGlue all citizens of the County
of Montgomery to secure some debt or future debt of said
David W to them which deed of trust was proved &

Registered on the same day of its execution
aid of trust was proved by said S. & W. S. McGlue & Co. of said
Your Orator sheweth that said David W. Shackley
with notice that your Orator was entitled to said fifty
acres of land and that the deed to David W. Shackley was
made by said Watwood without any authority
from your Orator and so had full notice of your
Orator's equity and the ^{fraud} that resulted to your Orator
Your Orator will file said deed as copies on the coming

Intender Consideration of the premises
as your Orator is Withers bound at law and
can only be relieved in a Court of Chancery
where matters trust fraud are primarily cognizable
he prays that the said David W. Shackley Willie
B. Johnson Thomas W. S. Robert and James McGlue
be made parties defendants to this bill that they answer
the matters herein charged fully and that on the coming
your Honor order and decree the title of said fifty
acres of land & so as aforesaid conveyed by said Watwood
to the said David W. Shackley and by him to said
W. B. Johnson for said Messrs McGlue &
divided out of said David W. and said W. B.

Johnson and said Messrs McFlure if any both visited
in the latter and visited in your brother and grant
such other relief as your brother's love and integrity
demand as in duty bound will ever pray
Henry Smith sol

This deed of Indenture made & executed this 8th
day of Feb in the year 1840 between David W. Hackley
Thomas & W. S. McFlure & James McFlure
& W. B. Johnson as Parties all of the County
of Montgomery and State of Tennessee Witnesseth
That the said David W. Hackley for and in
consideration of the sum of one dollar for the
further consideration herein after named I
have this day & do by these presents bargain &
sell unto the said Willie B. Johnson as trustee
the following described property to wit One tract
of land lying in Montgomery County on Spring
Creek supposed to contain about fifty acres
it being the tract I purchased of William
Watwood which deed is on record and referred to
for a particular description of the land
also two Mares One a Yellow and the other
a bay - two horses One a Colt a Sorrel &
the other a bay Some kind of Cattle three beds &
furniture house hold furniture consisting of
One chairman One soap two folding tables
One dining table and other small articles
also all my Kitchen furniture to have
and to hold to him the said Johnson
his heirs and assigns forever

But Subject however to the following
express trust & Condition That is to say I
am Justly indebted to J. & W. S. McFlure & Co
in the sum of five hundred dollars due by notes

and am accountable for good Note and delivered to me and
I am also Justly indebted to James Griffith in about
the Sum of One hundred dollars and I am desirous of
securing the payment of these debts and for the express
purpose is this deed of trust Executed and it expressly
agreed and understood between all the parties to this
and that the said Hael Em is to retain the possession
I have the use of the property named on the and she
paying interest on the money until the first day of
October next at which time if the above named
debts with interest & costs is not paid then the said
W B Johnson is to take Possession of all the
property named and after giving ten days notice to
sell the same to the highest and best bidder
for Cash and after paying the above debts as
aforesaid the balance if any to be paid to me
or my Order. In testimony Whereof I have
written this my hand and seal this day and
date above Written -

D. W. Hael Em

State of Tennessee
Montgomery County 3 Personally appeared before me
Charles Bailey Deputy for
Samuel McFall Clerk of the Court County of
Montgomery David W. Hael Em the within named
Gargant with whom I am personally acquainted
and who acknowledged that he executed the
within deed of trust for the purposes therein
contained
Witness my hand at office the 8th Feb 1844
Samuel McFall

State of Tennessee 3 Registers Office 8 Feb 1844
Montgomery County 3 I Certify that the foregoing deed of
trust & Certificate were this day duly

Registered in Book R, pages 378 & 379

Henry D. Bailey Esq

By his deputy Chas. Bailey

The Joint Answer of Thomas McFlure
James McFlure Robert McFlure and William
C. McFlure to the Bill of Complaint filed
against them and J. W. Haekney and W. B. Johnson
in the Chancery Court at Clarksville by Thomas Haekney
Their respondents saving and reserving to them
Selves all and all manner of Exceptions to the
Manifest Errors - omissions - and imperfections in
the Said Bill of Complaint contained for answer
thereto or to so much as they are advised is material
for them to answer now say

That they know nothing of the
Contract or exchange of land between said Thomas
Haekney and William Watwood and they require
strict proof of this allegations in Complaints file
all they know upon this subject is that said
Watwood conveyed to said J. W. Haekney to J.
W. Haekney the fifty acres mentioned in the Bill of
Complaint by ~~conveyance~~ They cannot tell who paid
the consideration for the said tract of land - Respondents
state that said Thomas Haekney is so old and infirm
that he has not been able for several years to transact
any business and they have reason to believe he has no
knowledge of the filing of his said Bill Respondents
admits that said J. W. Haekney did on the 8th
day of February 1840 make and execute a deed of trust
to Am. W. B. Johnson conveying said fifty acres
conveyed by said Watwood to said J. W. Haekney in 1836
for the use and benefit of said J. W. Haekney and the
time merchants and persons in the town of Clarksville
and that said deed of trust was proved and registered

registered and will be produced on the hearing of
this cause Respondents charge that other property
to a small amount has also come to said
Johnson besides the said tract of land to secure
them in a debt of five hundred dollars which
said D. W. Haebly and owed them & that all
the property coming in said deed of trust will
not be enough to satisfy their debt
Respondents further answering say that the charge in
Complamonts Bill that said deed of trust was
procured by them to be made by said D. W. Haebly
to said W. B. Johnson will notice that Complamont
was entitled to said land is untrue - Respondents have
every reason to believe that the said fifty acres of land did
belong to said D. W. Haebly at the time he made the
deed of trust aforesaid to said W. B. Johnson.

The deed from Cratwood to D. W. Haebly
for the said fifty acres was made and registered
in 1836 as Respondents are informed and believe
and the evidence of title in him remained upon
the Registers Books of the County until 1840 a period
of four years which the deed of trust aforesaid was
made by D. W. Haebly says that he thereby conveyed
the tract of land which he purchased from
William Cratwood to the said W. B. Johnson
Respondents that in their opinion this proceeding
is instituted against them at the instigation of said
D. W. Haebly who is fraudulently trying to trouble
them in this way out of their just debt Respondents return
to themselves in the answer all the benefits arising from
a answer to the said bill of Complamont and now having
fully answered they pray to be dismissed with their reasonable
costs

Johnson & Chase
for the

Personally appeared before me the Clerk and Master
of the Chancery Court at Clarksville W. I. W. S. McGlue
One of the above named Defendants and under
oath in due form of law that the matters and things
contained in the foregoing answer are true so far
as stated of his own ~~personally~~ information
and so far as stated on the information of others
he believes to be true
Sworn to and Subscribed *William S. McGlue*
before me this 6th day of Sept 1843
J. Feustly W. I. M.

The answer of W. B. Johnson to the bill of
Complaint filed against him & others -

Respondent saving to himself all
exception for answer states - That he is but the
Trustee named in the deed and knows nothing
of his own knowledge except that at the time the
deed was executed by David W. Shackley to himself
as trustee he said nothing as to the title of the land
being in Thomas Shackley - He David Shackley
represented the land & being his own and gave
the deed to secure the payment of his debt to
McGlue and your Honor is informed that at the
time of trade between the Compl. Tom Shackley &
Protwood (that it was expressly agreed between them that the
deed from Protwood was to be made to his son David
W. Shackley and your Honor cannot account for the fact
of filing this bill except that it is done by David
Shackley alone and not by the consent or knowledge
- of the said Thomas Shackley whom your
Honor is informed is quite old & incapable of
transacting his own business your respondent
is informed that the said Thomas caused the deed

from (Brotherwood) to be made to his son David
because he had by his will give the same
land to his son David and so expressed
himself at the time and now having answered
myself to be answered W.B. Johnson
Given to 18th Sept 1843
J. Frosty, Clerk

The Separate answer of David W. Mackay
to a bill of Complaint filed against him and others in
the Chancery Court in Charleston by Thomas Mackay

Saving & reserving to himself the
benefit of all the errors contained in said bill for so much
as his answer is material for him to answer answers
and say it is true the said Brotherwood mentioned in the
bill did convey by deed to your Respondent the fifty acres
of land mentioned in the bill under the following circumstan-
ces Respondent's Father was quite old and it was deemed
that by the will of Complaint - Thomas he would give
to this Respondent's children his land and personal
property after his death Respondent's Father the Complai-
-ant and said Brotherwood made an exchange of the
two tracts of land mentioned in the bill and when
complements executed his deed to Brotherwood the said Brotherwood
requested the Respondent to sign the deed with the
complements which he did and in this way his name
appears to the deed to Brotherwood - He now states that
the deed from Brotherwood for the fifty acres was by
mistake made to Respondent instead of to his
Father Thomas Mackay which mistake was not corrected
at the time but your Respondent had no right to said
land this Father being very old did not know that
the deed was made to Respondent instead of

to himself as of right it should have been Respondent
admits he had no Authority from Complainant to take
the deed to himself from the said Watwood.

Respondent admits he did on the 8th February 1890 execute
a deed of trust to his Co Defendants J & W. S. McCloud &
or to W. B. Johnson in trust for them as alleged in the Bill.
On that branch of the Bill he replies and says he had
become embroiled by two indulgently confiding in and
once around and that not knowing the full
legal effect of the deed which Watwood had executed
to him for the fifty acres of land offered to him and proposed
to secure by deed of trust the Messrs McClouds in their
Store account against him but he informed W. S. McCloud
one of the firm of J & W. S. McCloud & Co at the time
he made the deed the circumstances under which Watwood
made him a deed to the fifty acres of land above named
instead of to his Father the Complainant.

He says in receiving the deed from Watwood for
the fifty acres of land aforesaid he intended to commit
an fraud on the rights of his father the Complainant
he did he design to dispose his Co Defendants in the deed
of trust made to W. B. Johnson as trustee for them.
On the contrary he did hope at the time to secure
to them the payment of his Store accounts with him.
It is true he was his father's general agent to
transact out door business but never had any authority
from him to take the deed from Watwood or to convey
the land to W. B. Johnson as trustee for his Co
Defendants J & W. S. McCloud & Co and having fully
answered he prays to be dismissed with his costs.

David W. Hoethy
Plaintiff's Attorney
Henry & Humble

Personally appeared before me the clerk & Master the
above named David W. Mackay and Made Oath
that the matters and things contained in the fore-
going answer are true so far as stated on
his own information and so far as
stated on the information of others he
believes to be true
Sworn to before me this D. W. Mackay
8th March 1843 J. P. Forrestly, Clerk

(The Separation of W^m Child)

Do you or do you not know the tract of land sold
or swapped by W^m Watwood lying in the county of
Montgomery & State of Tennessee to David W. Mackay
if so state whether said D. W. Mackay has since
that time used the land as his own has he cultivated
it & cut wood from it and carried it off
answer I do not know this tract of land, the said
D. W. Mackay has been the land ever
since I have been living there he has been clearing
the land ever since the transfer was made by said
Watwood to himself

Question 2^d When did that swap take place

answer It was done before I came there into the
neighbourhood & I have been there six years

Question 3^d by same Does D. W. Mackay live upon
that land

answer he does not

Question 4th by same Has David W. Mackay since
you lived near him cut rails on that
land and carried them off

answer he has cleared land on that tract & what
rails were not put on that land were carried off

by his hand and placed upon his other hand
and further this deponent saith not
Wm Child

No Exception shall be taken to this deposition
on account of its being in the hand writing of
I B. Chase & he agrees that it shall be read
at this time of the court notwithstanding
notwithstanding it is taken during court with
Subscribed & sworn to before
Am the 18th March 1844

Kimble
Chase

P. Priestly Wm

Wm Child 1 day
Wm Watwood 1 "

The deposition of Wm Watwood

Question 1st of Compliments Counsel State if you bargained
to exchange with Thomas Maclary a piece
of land you owned of about fifty acres for
a piece owned by Thomas Maclary executed
a deed to you for the thirty five acres and
did you execute a deed for the fifty acres
to David W Maclary instead of Thomas
Maclary

Answer I owned a piece of land east of Thomas Maclary
somewhat like fifty acres - and I moved from
the place south of said Maclary for which
he proposed a trade by swapping the thirty five
acres which by joining the Commencement at his
South east corner thence commenced on a stake
in his east line running east with William Child
line to a further east thence south to Harris line
thence west with Harris line to said Maclary
line and did swap land say the land before
spoken of the land I to Maclary have belonged
to my daughter who was married Anderson

to have the price of the land instead of land
I stopped with Shackley and she and her husband
joined me in the deed and I paid her the money
my daughter name Mrs. Muzzant and she
Mornid Willie Broomfield Thomas and David
Shackley both signed the deed to me for the 35-
acres and the deed by myself daughter and husband
was made to David Shackley for about 50 acres
the 50 acre tract was worth about \$65 or \$70
dollars and the 35 acre tract was worth the same

Question State if Thomas Shackley ever authorized you
in writing or otherwise to make a deed for the
fifty acres he was to get for his thirty five acres
and state why you made the deed to David
W. Shackley and if David did not transact
all the business after you and Thomas agreed
upon the exchange of the land

Answer Thomas Shackley did not authorize me in writing to
make the deed to David W. Shackley nor was
he present when it was made or executed. - Thomas
Shackley he had divided his tract of land between
D. W. Shackley and his son J. S. Shackley living
of which this 35 acres was a part of the land he
had willed to David this is what Thomas Shackley
told me at the time the contract was made. He also
said the land he was to get wood off of so long
as he lived or something to that amount
from what he said I felt authorized to make the
deed to the land to David David transacted all the
business after the agreement was made between
me and Thomas Shackley. Thomas Shackley was
desirous to have the exchange made

Question You say you felt authorized to deed the
land to David Shackley from what Thomas

Said did he say any more than ^{what} you have ~~stated~~ above stated
Answer I have detected Substantially all he said by which
I construed my authority as well as I now recollect
Examiners Question by diff't Counsel how old was Thomas
Sackney When you made the deed to David W Sackney
and When did the Conversation take place between you
and Thomas Sackney Which you have mentioned
above state that Conversation

Answer I suppose he was between 70 & 80 years old at
that time the Conversation asked about took place
a short time before the making the deed spoken of
say a few days

Question did Thomas Sackney in that Conversation authorize
you to make the deed to David W Sackney instead
of to himself

Answer he did because he said he had Willed the land
to David W Sackney

Question did not David W Sackney at the time of
the trade above spoken of and for some time before and
after have the ~~sole~~ ~~Conversation~~ Control and
Management of the old Mans property

Answer I live within three quarters of a mile of him
and according to my understanding David transacted
all his business

We the Counsel for the Complainants and defendants
agree that this deposition of William Walnords
shall be made evidence Sept 14th 1843

A. S. Kimble for com
Johnson & Chase for def

This Indenture Made And entered into this 15th day
of March in the Year of Our Lord One thousand
Eight hundred and thirty Six between Thomas Mackney
and David M Mackney of the first part of the
County of Montgomery and State of Tennessee And
William Watwood of the County and State aforesaid
of the Second part Witnesseth that that the Said
for and in Consideration of the Sum of \$250. to us in
hand paid the receipt Whereof is hereby acknowledged
hath granted bargained & Sold and by these presents
doth grant bargain & Sell and Confirm unto the Said
Watwood his heirs and assigns forever A Certain tract
or parcel of land Containing 35 acres be the Same more
or less in the County and State aforesaid And On Spring
Creek Beginning On a Hickory Stump and pointers
formerly Thomas M Fraziers South West Corner of
the old tract bought from Grace running With W. S.
Whites line 75 poles to a White Oak in Whites line
thence With Said Whites line 42 poles North to the
South Side of the Creek thence North West With said
creek With the Meanders of 55 or 60 poles to a red
elm Near the Creek thence from the elm North West
78 poles to a black Oak in Spears formerly James
Spears North east boundary thence South 14 poles to a
black Oak Stump and pointers thence South 60
poles to the beginning With the appurtenances thence to
belonging to or appertaining to have and to hold the
Said bargained premises With the appurtenances to him
the Said William Watwood his heirs and assigns
forever and the Said Mackneys their heirs etc and
assigns doth hereby warrant and forever defend the
Said land and premises, to the Said Watwood &
heirs and assigns forever against the lawful claim or claims

of all and every Person or Persons claiming whatsoever
In Witness Whereof We the said Deputies hath hereunto set
our hands and Seals the day and date above written

Attest

Wm. N. Broomfield
James Watwood

Thomas ^{his} Hacking Esq
D. W. ^{more} Hacking Esq

State of Tennessee } Personally appeared before me Chas
Montgomery County } Bailey Deputy Clerk of the Circuit
Court for the County aforesaid Wm. N. Broomfield and
James Watwood the subscribing Witnesses to the Within deed
Who being first duly sworn depone and say that they are
acquainted with Thomas & David Hacking and that
the Bargainors and that he acknowledged the same in their
presence to be their act and deed for the day it bears
date Witness my hand at office this 15 March 1836
Jm. Chs Bailey D C S K

Registered 17 March 1836

John Decker Register M.C.
By his deputy Chs Bailey

State of Tennessee } Registers office
Montgomery County } Henry S. Bailey Register of
the County aforesaid do hereby that the above deed
Thos and D W Hacking to William Watwood
With the Certificate is a true copy from the Register
Book P page 3 as registered in this office
Henry S Bailey Reg M C

Thos Shackney } Dec 23 March 1844
vs } Be it remembered that this day
McClung &c } this Cause came on for final hearing
before the Honorable A McCombsell upon the Bill
answer replication and proof and argument of Counsel
being had and by the Court fully understood and the
Court being satisfied from the proof that spec of the
land made by the Compt in the Watwood and the
Maring of the deed by Watwood to David W Shackney
at the request of the Compt was an advancement
made by the said Thos Shackney to the said David
W Shackney doth the Court order to be adjudged and decreed
the Compt Bill be dismissed and that he pay all costs
and that execution may issue as at law

Transcript &c \$8.34

State of Tennessee } Philander Priestly Clerk and
Montgomery County } Master of the Chancery Court in said
County of Montgomery, Certify the foregoing pages to contain
a full and complete transcript of the record of the Cause
between the parties therein named, as they are on file and
of record in my Office -



In testimony whereof I have hereunto
set my hand and private seal, having
no Seal of Office, at Office in the town of
Clarksville the 7th day of December
1844 and the Sixty ninth year of
American Independence
J. Priestly C. H. M.

Know all men by these presents. That we Thomas
Stackney and St. S. Nimble are held & firmly bound
unto T. & W. S. McBlane in the penal sum of one hundred
dollars. which sum well and truly to be paid. We
bind ourselves our heirs & family by
these presents. sealed with our seals and dated
this 14th day of December 1844.

The condition of the above obligation is such
that the said Thomas Stackney. has this day filed
a Transcript of a record in the case of Thomas
Stackney vs T. & W. S. McBlane from the Chancery Court
at Clarksville with the clerk of the Supreme Court of
Emm and appeals at Nashville, for a writ of Error.
to bring up said cause for Chancery Court at
Clarksville. to the Supreme Court for rehearing.

Now if the said Thomas Stackney. shall
well and truly prosecute his said writ of Error
with effect. & in case of failure therein. pay all
such costs and damages. as said Supreme Court
shall adjudge against him for failure therein. then
his obligation to be void, else remain in full
force & virtue

St. S. Nimble

by his att in fact
J. P. Clark.

The deed of the Chancellor in this case must be affirmed
 & we are satisfied from the proof that the deed of conveyance from
 Watson to David C. Haskney was made with the knowledge, consent
 and approbation of his father. That Haskney, and that to derive other
 use at this distant period would be to frustrate an attempt to practise
 a fraud upon the debt or under an act David C. Haskney
 Deem affirmed
 Truly

11
 Thomas Haskney

4
 Wm. & W. S. McCune

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 filed 14th Dec. 1844

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