

John H. Hinton and Peter N. Marr
Executors of Peter H. Cole

Complainants

Against

Henry A. Cole his Guardian
Willie B. Johnson

Defendant

Shew before the Honorable the Court of Chancery for the
Western Division of the State of Tennessee between the
parties above named, at the September Term 1843 of
Said Court, in Clarksville, The Hon. Andrew McCampbell
Chancellor presiding -

To the Honorable Judge of the Court of Chancery for West
Tennessee in Equity sitting at Clarksville

Your Complainants Peter N. Marr and
John H. Hinton Executors of Peter H. Cole do hereby
Complain. Shew unto your Honor that Said Peter H. Cole
departed this life some time in the year 1823 having just
made his last Will and Testament a copy of which is
hereto annexed and prayed to be taken as a part of this Bill
your Complainants were named as Executors in Said
Will and took upon themselves the Execution thereof they
state that the Said Testator was very considerably in debt
at the time of his death and left no personal property
except what specifically bequeathed to his Wife and the
debts due to him were collected and paid a Credit to his
Creditors. The personal estate consists of some

Slaves devised by the Said Testator by his marriage with
his Wife & which were specifically bequeathed to her
by his Will but not with Standing the bequest they
were levied on upon by the Creditors of Said Peter
H. Cole and sold under Execution and purchased
in & year Orators for the benefit of his Said
Widow and placed into her possession. When they have

Since remained without interruption they further state that said Will casts a charge on the real estate of said Testator for the payment of his debts and debts certain portions of it to be sold for that purpose. In the Execution of said Will & the administration of said Estate they proceeded to collect such debts as were due their testator in his lifetime and to pay the debts by him owing at his death. They also proceeded to sell such parts of the real estate & town lots as were unproductive reserving the house and lot in the town of Charleston which they rented out from time to time to different individuals of all which transactions they kept an ~~account~~ exact and strict account so far as cost as they went to charge their complainants at the July term 1836 of the County Court of Montgomery Commissioners were appointed to make settlement with them and they Exhibited to said Commissioners a fair copy of all their receipts and disbursements except as hereafter stated & produced the vouchers on which the respective items of charge and discharge were founded and said Commissioners settled the same and found and reported to the Court that they had disbursed in payment of the debts of said estate over and above their receipts the Sum of Eleven Hundred and Eighty Eight dollars 87 3/100 cents a copy of which settlement is herewith filed and propd to be taken as a part of this Recd -

The Items of charge & discharge in said settlement are truly stated and contain a full fair and just account of their administration of said estate except as hereafter stated in the Credit Side of said account as stated all the monies received by them as Will for the sales of real estate as for rents and also all their receipts of the personal estate - At the time of the death of said Testator he left a widow Nancy Cole who was appointed guardian to his only Son Henry A. Cole who was his only child

then about four or five years of age who is now a citizen
of Montgomery County and is about the age of 18 or 17
years Some time in the year 1825 or 1826 Mary Cole the
widow of said dec'd intermarried with one George W. Jordan
who then and yet resides in said County of Montgomery
your Aunts felt great friendship and regard for the
wife and child of their Father and was disposed to do
very much and indeed to consult their interest whereby
so doing they were injuring themselves - Henry A. Cole
was very young and it was deemed important he
should be well educated and yet he had no means
to effect that object unless his half of the house
& lot in the town of Clarksville could be preserved
from sale and rented out for his support
and schooling with this view your Aunts refrained
from making sale thereof tho the sale was necessary
for the payment of the debts & paid those debts out
of their own funds they used their best endeavours
to make sale of the land lying in the Western District but
could not effect a sale for anything that would not
be almost an entire sacrifice thereof They at one
time advertised and exposed said tract to sale and
was compelled to bid it off for the estate to prevent
a sacrifice no more than ^{about} five dollars being
offered for the same -

Some time about the first of July 1828

Henry A. Cole was sent to the house of your Aunts
John A. Denton who was then engaged as a teacher
of youth for the purpose of board and tuition
he remained there one session in the year 1828
two sessions in the year 1829 and two sessions
in the years 1830 & 1831. 1832 & 1833 - one year in
the year 1834 and two month 25 days in the year
1835 during all this time your Aunts John A.
Denton boarded and taught the said H. A. Cole
at the rate of fifty dollars per session per

board & tuition his customary price & during said
time he paid in cash to his Shoemaker the sum
of \$3.87. These items with interest calculated up
to the first of October 1831 amount to the sum of
\$842.78 for these services & board your Orator John
A. Snow received One Cent except by applying the of
his half of the house and lot with which he stands
charged in the Settlement before stated made by the
Commissioners which was the only source to which
he could look as the infant had no funds in the hands
of his guardians at the death of Peter H. Cole he
was seized of the following tracts of land which yet
remain subject to him the tract of about 200 acres
on the Forked River 111 acres on the South side
of Cumberland opposite the mouth of Red River opposite
the mouth of the West fork and the house & lot in
the town of Clarksville also a small fraction of lot
no in said town your Orator would represent

that in the year 1828 it became necessary in order
to put the house & lot in suitable repair so
that it could be used to build a Picket and
Smokehouse on said lot This they caused to be done
in said year & paid for the same - The account of
the cost of said improvements are stated in the
Settlement made by the Commissioners except the
making and Laying of \$5,000 built by C. H. & P. Snow
at \$2.00 per thousand making of principal & interest
up to the date of the report \$427.00.

They state that in addition the amount paid out
by them as before set forth they have also paid
out the further sum of \$13.35 principal
& interest as will be seen by reference to the
account hereto annexed and proposed to be placed
as part of this Bill which account is subject
to a credit of \$100 One hundred dollars received

for rent of the house and lot in Clarksville and
of \$44.38 received on account of Bank Stock which two
sums have been applied by said Hinton toward payment of his
School & boarding and also a credit of \$66.50 as
is placed in said account. They further state that
they have long applied by said Hinton toward payment
of his School bill & boarding but very anxious to have
their account settled & closed and to have a sufficiency
of the remaining real estate sold to pay to them the amount
which is due to them as aforesaid they also state that the
guardians of said Henry A. Cole have uniformly refused
to have any settlement with your Orators & to concur in any
steps necessary to effect this object being to deliver on their
part to interfere with the estate in any way. They also say
that said Henry A. Cole is a youth of much intelligence
in that he greatly prefers that the house and lot in Clarksville
should be preserved to him and that the other land belonging
to him should be sold although under said will these your
Complainants have probably the right to sell said house & lot
and have not the right to sell the ^{other} land they feel a disposition
to consult the wishes of the said Henry A. Cole and to
preserve the said house & lot for him if practicable. They
state that they would be unwilling to take the responsibility
of departing from the directions of their testator but are ^{anxious} ~~anxious~~
willing to conform to any decree which may be rendered
by your Honorable Court in the premises they therefore pray
that said Henry A. Cole by his guardians E. W. & Nancy
Jordan may be made a party Defendant to this bill
& compelled to answer same and particularly to state
whether the account of your Orators as herein exhibited
and the individual account of your Orator the said
John St. Hinton are not correct & whether they have
not examined said account & admitted their correctness
hencefore -

They also pray that the amount of mts which have been
hitherto received by them from the estate of said P. H. Cole
Decd and which now stand as credits to the account of
said P. H. Marr & J. H. Hinton as executors may be both
drawn as credits from said account of said executors
and applied as credits to the individual account of said John
H. Hinton as said mts constituted the only fund and of
which the said Henry A. Cole could be supported & educated
and as said account consists entirely of services & charges
received and paid for and to said Henry A. Cole
in his education and maintenance

Said credits not being by them an application by them but a mere

X Settlement made by the Commission who settled the executorial account

They further pray for a decree for a sale of so much
of the real estate of said P. H. Cole and as may be sufficient
to pay and discharge the aggregate amount of the claims of
your brothers against said estate & said H. A. Cole they pray for
a general settlement & adjustment of their accounts both
as executors & the individual account of said John H. Hinton

They also pray for all necessary & proper process and for
all such other and further relief as may be suited
to their case and as to Equity & Justice may belong

Thompson & Cook & Clayton & King

Answer

The answer of Henry A. Cole by his guardian Willie B. Johnson
to the bill of Complaint filed against his former guardian
by John H. Hinton and Peter H. Marr as the executors of Peter
H. Cole decd in the Chancery Court.

Respondent now and at all times saving and reserving to
himself all manner of exception to the many misstatements
and imperfections contained in said bill, as though he had
demurred to the same, for answer thereto, or so much as he

is advised or believes material for him to answer unto,
answereth and sayeth that he admits the qualification of the
Comptrolers executors of the said Peter H. and that the said Peter
H. was somewhat embarrassed at the time of his death, but to
the extent charged in the bill, your respondent most positively
denies - As to the levy and sale of the negro, your respondent
knows nothing - Can admit nothing, but requires strict and
positive proof - Your respondent admits that the Will
Creates a charge upon the real estate for the payment of debts,
but under express restrictions and direction as to which shall be
sold first: not leaving it to the discretion of the Exrs. to sell or
dispose of the real estate as they might think proper - As to the
Collection of the debts due the said Peter H. and the proper ap-
-plication of them in payment of debts, your respondent
knows nothing; but he is informed ^{that} the said Peter, while upon
his death bed has often been heard to say that sufficient was
due and owing to him, to pay all his debts - And your respond-
-ent is further informed that Shortly after the Exrs. got posses-
-sion of the books, notes & a/c's, that one of the books was lost, or
mislaid by one of the Executors and whether the same was
ever found or not your respondent cannot say; but if it be
found, would like to see it produced before the Clerk & Master
on an account to be taken - { }

As to the report made by the Commissioners of the County
Court, your respondent would state that two of the Commission-
-ers signed the report, without ever seeing a Voucher or examining
for a charge to be made against them - but the whole was done
alone by the statement of the executors themselves and from
their own account presented, as may be seen by the Court on
inspection of the report, where they refer to such a judgment
on such a docket, without even producing the judgment, or
showing the same to be correct - And as to the result that they
have disbursed over and above the assets that came to their
hands the sum of \$1188.87 1/2 cents, your respondent does most

positively deny is being contrary to the nature of things & men, and
they not even using the least effort to collect the same, although many
years has elapsed since their qualification and since the advancement
made, if any ever was made of which your respondent requires
strict proof - As to the affectionate regard, which the Court express
for you, respondent's name, he can say nothing, but hopes & believes
that it was sincere at the time; but he is constrained to believe
from facts & circumstances, which have transpired lately,
that their kinder feelings have changed towards him as will
readily be seen by reference to the charge in the bill for his board
and tuition by one of the Exrs. when it can & will be proved to the
satisfaction of the Court that the said John H. Hinton solicited
of the stepfather & mother of your respondent's Ward, that the
said Henry should come to his house - board and go to school
& that it should cost him nothing, if they would find him in
clothing, which they done. And your respondent presumes
this was one great reason why they permitted him to go to so
expensive a school while so young - One thing your respondent
is fully certain of, that it would not have been permitted
by his parents, if they had thought for one moment that the
youth's real estate would have to be sold to pay it. These
things your respondent will fully shew - As to the effort
made in pursuance of the Will to sell the Western district
land, your respondent knows nothing and requires proof -
He is informed ^{that} the land in 1824, S. & C. was worth \$3. or 3.50 cents
per acre and that it is now worth from \$4. to 4.50. per acre -
As to the improvements made on the house and lot in Clarke
-ville, if they be right and proper and of a substantial chara-
-cter, your honor can do what is right in the premises -
It may not be amiss for your respondent here to state and
shew to your honor some of the acts and conduct of the
Exrs. which is not charged nor hinted at in the bill -
The 111 acres of land on the South side of the river, your

Respondent is informed that the Exrs. gave a lease on it for a number of years, for what price & what charge he does not know, but is informed that the tenant cut and sold a large quantity of timber and otherwise greatly injured the premises, so much so that those living near the land say it is injured some 5 or 600 dollars. On this small tract at the mouth of the West fork, the Exrs. established a ferry and kept it up for some years, as he is informed and believes, at considerable profit, but these things your respondent will, by permission, shew fully on a final hearing of this bill. As to the asc charged of \$43.35 cents and the additional credits that they have given your respondent knows nothing but he is informed and believes that at the death of the said P. H. Cole he was the owner of Shares in the State Bank of Tennessee, of which there is no charge whatever, except a credit of \$14.98 cents Bank Stock recd. by them. And your respondent would here submit to your honor, how far the said Compt. had any right to assume upon themselves the guardianship of the said Henry A. rent out his houses - lease out his land - create debts for him, which they must have known at the time were to require the sale of real property to pay - Your respondent alleges that at the Exrs. of the said Peter H. the said Compt. had no right to rent out the houses and lot and receive the money therefor and appropriate the same as they might see proper. They had no right to lease out his land, whereby the same was greatly injured. Your respondent is advised that this was alone the duty of his guardian alone and for these acts of the Exrs. your respondent asks of the Court a decree against them. And your respondent would further submit to your honor, how far the Exrs. had a right to travel out of the Will in the execution of their office - It will be seen by your honor that they are directed to sell certain lands, if necessary to pay debts - if that is not sufficient

to sell town lots, at their discretion - And your respondent charges, that instead of pursuing the directions of the Will they proceeded to sell some of the most valuable town lots, (and that too at a low rate) without first selling the property, directed first to be sold by the Will - If in the opinion of your honor, this be contrary to law, your respondent would ask of the Court to declare them void and that the Exrs. be compelled to sell the other lands directed by the Will to pay debts, if on a final hearing your honor deem it necessary that any should be sold - And your respondent would submit to your honor how far the Exrs. have a right, after such a long lapse of time, twelve or fourteen years to come into Court and ask of your honor a decree to sell land to pay debts - Your respondent therefore relies on the several acts of limitation in such cases made & provided. Your respondent can admit nothing as the guardian of the infant; but requires strict proof as to everything alleged in the bill and prays a final Settlement - And now having answered fully, prays hence to be dismissed with his Costs - Respondent would state that these charges are suggested to him by his Ward, who is a youth of intelligence and at this time knows all about his estate -

Done to in open Court

M. B. Johnson

V. J. Allen Exr.

Replication to this Answer March term 1838 -

+ Thompson Hook Jr. g.

State of Tennessee  In pursuance of the Enrolled
Montgomery County  Commission to the Clerk from
the Honorable the Chancery Court at
Charlotte in the State of Tennessee I have caused
to come before me at the law office of Shupert
Turner in the town of Clarksville Montgomery in
the State of Tennessee on the 22^d day of October
1838 Peter M. Mow aged about 46

years of age Abraham Plantly aged about sixty two
years Lewis C Taylor aged about 45 years Samuel
McFall aged about forty eight years

Witness in behalf of Complainants in a certain
matter of controversy in said Court depending
between John H. Wharton and Peter & Mary Executors
of Peter H. Cole died on Complainants & Henry A
Cole Defendant who first being duly sworn upon
the Holy Evangelists to speak the truth the whole
truth & nothing but the truth depose as follows
Peter & Mary being first duly sworn depose and say
Question by Complainant John H. Wharton

Are you personally interested in my private account
for schooling & boarding of Henry A. Cole and stated
in our Bill in Chancery filed by us against the guardian
of said Henry A. Cole

Ans I am not directly nor indirectly

Question 2 by same Do you or do you not know that
Henry A. Cole was a boarder in my family and a
pupil in my School if so state all you know
in reference to my usual charge of board & tuition

Answer I commenced building a Steammill in Clarksville
and moved there from your immediate neighborhood
in the year 1828 and at that time I had two sons
going to your School so long as it was kept up
loosing but little of all that time as I believed
any one time or all together and the School continued
- and until the fall 1835 my impression was always
that Henry Cole went to your School between
six or seven years and is so still but as to the
precise number of sessions I cannot speak with
certainty your lowest price for board & tuition I
think was fifty dollars per session of five months

Question State the conversation you heard in the year 1837 at Mr George W Gordons between the Complamant and Henry A. Cole and who were present and what was the subject of that conversation and all that occurred at that time

Ans We had an interview in the fall of 1837 with all the family Mr & Mrs Gordon & Henry A. Cole I am not certain but I believe Miss Minnie Patterson was present also and we exhibited our Executorial account and the Original Bill of Doct^r Peter A. Cole and they all seemed anxious the whole account should be settled in a friendly way and Henry A. Cole said he also wished his School Bill written your letter also and you observed you wished him to settle that when he could do so without too much inconvenience to himself or going to that effect and he still urged the desire to have that also settled with the general account I heard Henry A. Cole say on last Saturday Publ 3^d that that he was anxious to have his School Bill settled as it was stated in your Bill that he did not wish to controvert it and that he would write his Courier and Guardian Col Willie D. Johnson to offer the answer to our Bill if he made any statement that went to dispute the School bill as charged in our Bill

Abraham Dravty being duly sworn deposes & says

Question 1st by Complamant State if you recollect anything about the ferry which P. H. Mann established at the mouth of the West fork on the River & who owned the land on each Bank of said River & the profits of said Ferry paid by Mr. Mann the expenses he was at in establishing the ferry

Answer Mr Peter H Mann established a ferry at the mouth of the West fork on the River. I think

Some time in the years of 1824 or 1825 I owned the land on the North Side of said river below the first fall Peter M. Cole's heirs owned the land on the South Side and from his object in establishing the ferry was that the charges at the ferry at the mouth of the Red River were exorbitant of which the people complained & as he stated to me his object was to induce the people to cross at his ferry - or in other the owner of the ferry at the mouth of the river to reduce his charges & it had that effect the ferry was kept for about two years by Mr. Mann. I then took the ferry and kept it about two years. I found it unprofitable and abandoned it & sold the tract at that place before Mr. Mann did & gave it up on account of its not being profitable before the expiration of one year. I do not know what the profits were when Mr. Mann kept it neither do I know the expenses but know that he was at considerable expense in buying a boat repairing the road the wharves & do not believe the profits exceeded the expenses - the expenses were more than the profits whilst I kept it -

A. Beantley

Q. Lewis J. Taylor just being duly sworn deposes and says
Question by Complainant - Do you know anything in regard to Peter M. Cole's Executors offering the two hundred acre tract of land belonging to said Estate for sale lying on the Forked Deer River - if so state the terms the price and all you know in relation to it -
Ans. I happened in Clarksville and heard there was to be a sale of Doctor Cole's land and went to the Court house and purchased a tract said to contain two hundred acres situated in Howard County Tennessee the land was sold to the highest bidder at public Auction by the Executors of Peter M. Cole the advertisement of which I have had in my possession until very lately I was the highest bidder but do not now remember at what price I purchased it - I gave it up to the Executors because

it was deemed agreeable to sacrifice and remove below its real
value the terms of the sale was a credit of twelve months
and was made in July 1835. J. F. Taylor
Continued until to Morrow Morning

Chas Bailey J. F.
Tuesday 23^d October 1838 Continued until to Morrow

Chas Bailey J. F.
Wednesday 24th October 1838 Continued until to Morrow

Chas Bailey J. F.
And now on Thursday 25th Oct 1838 - Samuel McFall
being just duly sworn deposes Says
Question by the Judge - State of you had counted the number of
bricks in the Smoke house and Tithing built by Mr. Austin
and now on the lot in Clarksville belonging to the estate of
Doctor Cole if so how many thousands are there in said
Smoke house & Tithing & further State of said Tithing &
Smoke house are when built & are now necessary buildings
to make the lot & rent to a reasonable advantage or not
& whether or not they are of a permanent character & calculated
to enhance the value of said lot as a forsale for the State
the price of laying brick at the time said houses were built
Answer I did count the brick on Tithing and Smoke house
built on the late Peter M. Cole's lot and make them Seventy
seven thousand seven hundred & eighty the price of making and
laying brick at that time was Eight Dollars per thousand
I am of the opinion that the Smoke house and Tithing are
indispensable buildings to that as well as all other dwell-
ing houses and that the property would not rent to
any advantage without them, They are built of Brick
and such as are generally used when we wish to have
a permanent and durable building and are
calculated to enhance the value of the property
Sam^l McFall

The foregoing depositions of Peter A. Hoar, Abraham
Grantly, Lewis E. Paylor & Saml McSall were taken
before me Chas Bailey, a justice of the peace for
Montgomery County in the state of Tennessee at the
place & commenced at the day in the caption mentioned
& continued until the 25th of Oct 1838. & was written
by the defendants & myself in their presence. The com-
plainants being present at the taking up the same.

And I do certify that I am not agent attorney or so-
licitor for either party & that I am in no way inter-
ested in the result of said suit. Given under my hand
and seal this 25th day of October 1838.

Justice fees \$4.00 paid by
Complainants

Chas Bailey J.P.

In pursuance of the enclosed commission to me
directed from the honorable the court of Chancery
at Charlotte in the state of Tennessee I have caused
to come before me at the house of George W. Jordan
in the county of Montgomery & state of Tennessee
on the 15th day of Dec^r in the year 1838. Geo W
Jordan aged about 53 years and Nancy A. Jordan
aged about 38 years witnesses in behalf of the de-
fendants in a certain matter of controversy in
said Court depending between Jno H. Hinton & Peter
A. Hoar Executors of Peter H. Leole an comp^{ts} and
Willis B. Johnson Guardian of Henry A. Leole is de-
fendants, who being first sworn upon the holy evan-
gelists to speak the truth the whole truth and no-
thing but the truth depose as follows.

By the deff^s to Geo W Jordan.

Statement, if any contract took place between you
and Jno H. Hinton as to the schooling and education

of Henry A. Cole the name of the deff^t and state where
thou did not on your part comply with the con-
tract, and state further all the conversation you
had with Mr Hinton or Murr to the best of your re-
collection

Answer. There was no contract between us, but sometime
in 1828 or 1829 I was at Mr Hinton's house, when he
observed to me that Henry A. Cole's property was not suf-
ficient to educate & support him, and that he Mr Hinton
would board and school him if I would clothe
him. I observed to Mr Hinton that I would not buy fine
cloth out of the store for him, but that his mother
(my wife) would clothe him, in the usual good
clothing for a boy in his situation & such as was
used in the family. At the same time Mr Hinton
observed that the House & lot in town, would not
rent for more than enough to keep it in repair -
but that he had the management of it, & if any
was left after paying repairs he would then re-
tain it in the way of schooling & boarding. Mr
Hinton has never said any thing to me since that
time as to payments for board and schooling, until
after the filing of the bill, nor did I ever hear of
any claim against Henry Anderson for his schoo-
ling & board until about the time this bill was filed
or when he was about moving from the country.
According to the agreement with Mr Hinton
my wife did furnish him with the usual good
clothing and also furnished him with a bed or mat-
rass & furniture. I never heard Mr Murr say any
thing about it. And further this deposition says
the nothing.

J. M. Jordan

Sub J. Holman Jr.

Nancy A. Jordan being next sworn, by the deff^t

State what you know as to Mr Hinton's agreeing to board & school Henry A. Cole provided you or your husband would furnish him with clothing and state all the conversation you had with Mr Hinton on the subject

Ans^r. I have a distant recollection on more than one occasion of wishing & insisting on Mr Hinton taking a negro woman which I had contr^l of as some compensation for his trouble and expense in boarding and schooling Henry Anderson for I did not wish him to do it at his own expense the kindness he had often shown the family made me the more anxious to make him some compensation. He Mr Hinton always refused to take the girl telling me that Henry Anderson's name was not on his books, and to the best of my recollection told me it should not cost Henry one cent.

My conversations with Mr Hinton have been so remote on this subject, that I can fix on no precise time, but it was during his going to school. I know nothing of the agreement between my husband and Mr Hinton that I recollect of. But I furnished Henry Anderson with the usual good clothing such as I used for my own family during his going to school. During his going to school I never heard of any thing like a charge made against him by Mr Hinton for his board or schooling, nor did I hear about it until about the time Mr Hinton was going to move or had moved. 3/ By the deff^t. State if Mr Hinton's school was not considered a classical school, one that it cost a good deal to send a young man to,

and whether you would not have taken your son away and sent him to school where the cost would not have been so great and where you could have boarded him yourself if you had have thought or known that Mr Hinton was charging him for his board and schooling.

Ans. Mr Hinton's school was considered a first rate school. had great reputation as a classical — school and on that cost a good deal as I have often heard & understood. I never should have thought of sending Henry Anderson to such a school at his age, with his delicate means, if I had have thought for our money that he was to be charged with it. Opportunities were frequent that I could have taken him home and sent him to a neighboring school, where the cost would have been but trifling, which I would rather have done than to have sent him to such an expensive school.

Ques by diff^d. State if you know any thing of the Books of accounts of Dr P. H. Cole at the time of his death.

Ans. After the death of Dr Cole two books of accounts were delivered to Mr Hinton, he took them away with him and the same day as well as I recollect returned and asked me if he had left one of the Books there saying he had lost or mislaid it somewhere. I have seen neither of the books since, one of them was his medical accounts book and the other a small book in which he kept his family expenses calling good &c I recollect that in the small book there was a charge against a man by the name of

Laird (a tailor I believe) for some twenty or thirty dollars for noon. I have no recollection of any other accounts individually, but there were many others. He was in the habit of selling noon in town for some years & many families that he furnished by the year.

Ques. By the def^t 3 did not Mr Hinton send to you for Henry Anderson and insist on your letting him come to his school that it should not cost him anything.

Ans. As I stated before our conversations have been frequent, he has repeatedly insisted on my sending him, but whether in these conversations he told me it should not cost him anything I do not recollect. But such was always my understanding from what he told me, repeated in a formal answer. And further this deposition says the nothing.
Sub. J. Nolan J.P. Chas. A. Jordan

The foregoing deposition of Geo M. Jordan and of Chas. A. Jordan was taken before me Jas Nolan an acting justice of the Peace for Montgomery County & State of Tennessee, at the place and on the day in the caption mentioned and was written by W.B. Johnson att. for def^t, the def^t & his attor. being being present at the taking of the same & I do certify that I am not agent, attorney or sol^r for either party and that I am in no way interested in the result of this suit. Given under my hand & seal this 16th day of Dec^r 1838.

C. Nolan J.P.

State of Kentucky

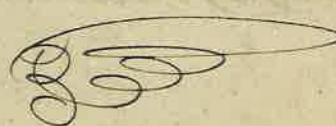
Hickman County

In pursuance of the enclosed commission to me directed from the Honorable the Court of Chancery at Charlotte in the State of Tennessee, I have caused to come before me, at P. M. Harris Steam Mill at Mills Point in the county of Hickman & State of Kentucky on the 15th day of Jan^r 1840 — Peter M. Mann aged about forty years witness in behalf of the complainants in a certain matter of controversy in said Court, depending between Jno H. Hinton & P. M. Mann complainants and Henry A. Cole by his Guardian W. B. Johnson defendants, who being first duly sworn on the holy evangelists to speak the truth the whole truth and nothing but the truth, deposes as follows.

Verily,

I was at Mr Geo W. Jordan in company with Mr Jno H. Hinton sometime previous to the commencement of a suit in chancery between the Exors of Peter H. Cole & Henry A. Cole by his Guardian and Mr Hinton spoke to Henry A. Cole in the presence also of his Mother & his stepfather (Mr Geo W. Jordan) in the common sitting room and Mr Hinton urged the necessity of some provision being made to refund to him a large sum — which he had advanced for the extinguishment of the debts of the estate of Peter H. Cole decd. And Henry A. Cole observed he also wished the School Bill with Mr Hinton's ~~share~~ settled for he wished all claims settled so that he might be able to know what he was worth, or owes to that purpose. Mr Jordan also remarked that there ought to be a final settlement of the whole matter.

as Mr Hinton ~~had removed~~ ^{had removed} out of the coun-
try. I think Mrs Jordan did not speak in
relation to the matter at that time. Mr Hinton
then asked the question generally. What would
it be best to sell to pay those debts? no one replied.
Mr Hinton observed that he thought the House &
lot in Clarksville, would if sold for a fair
price, extinguish the whole of the debts of the
estate, but that all the land besides would not,
and that he thought the land would increase
in value more than the house & lot. Mrs
Jordan seemed to be a little dissatisfied at the
proposition to sell the lot, and soon left the
room. Some conversation ensued and Mr Hin-
ton observed to Mr Jordan & H. A. Cole that
he could wait for the ^{answering of the} school Bill until Henry
would find it convenient to pay it. So well as I
remember Henry observed that he wished the
whole paid at once and to have a final set-
tlement of it & so instructed Col W. D. Johnson
by letter and requested him to advise also the
School Bill, and he and Mr Jordan examined
the whole accounts and acknowledged its cor-
rectness and H. A. Cole agreed that he would
file a bill and have a final suit and final de-
termination of the matter. But when we ar-
rived at Clarksville he (H. A. Cole) insisted on
our filing the bill, which we did, and at the
request of H. A. Cole included Mr. John H. Hinton's
school bill, bounding all we set out in an
exhibit to our General Bill as I believe. Further this
this deponent says nothing.

J. W. Marr


The foregoing deposition of C. H. Mann was taken before me H. A. Bush an acting justice of the Peace for Hickman county in the State of Kentucky at the place & on the day in the caption mentioned and was written by said deponent in my presence neither complainant or defendant being present at the taking of the same - And I do certify that I am not Agent, Attorney or Solicitor for either party and that I am in no way interested in the result of the said given under my hand & seal this 15th day of January 1840.

Henry A. Bush J.P.

Justice Feb. 1840 Sub by complainant

C. Johnson's Deposition

I have examined the acct & rec^t given by me to the Executors of P. H. Cole dec^d the acct dated the 8th of July 1826 - the accounts and receipts are in my hands writing - The debts mentioned in the receipts were a portion of them placed in my hands for collection & belonged to others - whilst a portion of them belonged to them - the several claims as therein stated were satisfied according to my present recollection as follows, by books note \$80.62 1/2 paid by Phillips \$100.96 - the balance of \$40.54 was credited by the judgment of Bowling Ex^r and in Jan'y 1822 \$158.25 which the Ex^r were unwilling to allow at that time it was therefore deducted from the acct - the principal and interest of which amounted to \$213.71 - leaving a balance of \$217.83 - the latter sum was paid by the confession of three judgments - each twenty two dollars & sixty one cents - confessed by Mr Hinton and twice by Mr C. W. Mann. the other judgments in the name of Bowling was afterwards paid me & my recollection now is by the confession of three other judgments by one or

both of the executors - these statements are made from
my present recollection without an examination of
the judgments and if in any respects an error may be
corrected by an examination of the Magistrate's docket
after the above settlement and receipt given. I think
some claim was set up to the money arising from the
judgment of Jackson vs Cole's Exr for \$281.37 1/2 are part of
it and a bill filed I think by J. N. Mann against my
self & Jackson in which I think we finally failed
known to before me
17th Nov 1840 P. Prister letm.

By virtue of the commission to me directed by S. J. Al-
len Clerk and Master of the Chancery Court at Char-
lotte, herewith annexed I have proceeded to take the
depositions of Jos H. Poston, Isaac Demmon
Chas Bailey, James McClellan Compting Crossman
Witnesses in behalf of the complainants, at the Of-
fice of Henry & Turner in Clarksburg, on the
1st October 1838, said depositions to be read
as evidence in a case now pending in the Chan-
cery Court at Charlotte wherein Thos H. Norton
& J. N. Mann Exrs of Peter H. Cole dec are com-
plainants and Henry A. Cole is defendant
said Witnesses being first sworn to speak the
truth the whole truth and nothing but the
truth depose and say... Compting Crossman
being of lawful age and first duly sworn de-
poses says

C. Crossman dep^t

Ques. By Complainants? Were you or not Shff of Montgomery
County if so state when and how long you acted as Sheriff.

Answer. I was Sheriff of Montgomery County. I was appointed deputy Sheriff in the year 1821 & was elected Sheriff in July 1822 and acted as such until July 1834.

Ques. State your knowledge of the condition of Dr Cole's estate, whether it was embarrassed or otherwise at the time of his death.

Answer. I know that his estate was embarrassed, as well from common rumor, as that of my having executions against his executors after his death.

Question. State if you know his habits of doing business whether he was very accurate in his accounts or loose & negligent in this respect.

Answer. For many years before Dr Cole's death he became very intemperate & judging from that circumstance and his general deportment up to the time of his death - I judge from those circumstances I would say that he was very negligent and inaccurate in keeping his accounts.

Question. State if Dr Cole did a general or limited Practice for many years before his death & if limited from what cause & whether he had any other means of support for his family except his Practice as a Physician.

Answer. For some years before his death - but do not recollect how long exactly his Practice was limited, which was in consequence of his intemperate habits - if he had other means of support for his family - except that of his Practice as a Physician I do not know if I believe he had any.

Ques. State if you know the facts whether the carriers

lying in the Western District were already
or dull sale from the year 1823 for several
years thereafter.

Answer. There was at that time a great deal of Wes-
tern district land in market & was very dull
sale then & for many years after.

James Price.

James Price of lawful age and first duly sworn
deposes and says.

James Price's Deposition.

Question by the Plaintiff. State if you know the habits of Dr
Cole for many years before his death & whether
his practice as a Physician was profitable
or very limited during that time and whether
or he had any other means of support for
his family except his practice.

Answer. I was acquainted with the habits of Dr Cole
before his death and know that he was very
intemperate for four or five years before his death.
His practice was limited in consequence of his
intemperate habits. I have often heard people
in the neighborhood say that they refused
him to any other physician, but would not
employ him on account of his intemperate
habits. I know of no other means of support-
ing his family ^{except} but that of his practice.

James Price.

James Price of lawful age and first duly
sworn deposes & says.

James Price's Deposition

Question. State if you know the habits and business of Dr Cole for several years before his death and whether the latter was profitable or otherwise & if not from what cause.

Answer. I was acquainted with Dr Cole for a number of years before his death his practice as a Physician was good until within the last three or four years before his death - but from habits of intemperance his practice greatly diminished & I think for the last twelve or eighteen months immediately preceding his death that his practice was very inconsiderable.

Ques. Do you know of any other means of support for his family except his professional labours.

Answer. Dr Cole I believe was county Register, but I think the duties of the office were performed by others and I do not think he rec^d any of the profits of the office, and I know of no other means than his as a Physician for his support.

Question. State if you know anything of the condition of Dr Cole's estate at the time of his death, whether it was embarrassed or otherwise.

Answer. I recollect very well that at the time of Dr Cole's death, that it was thought doubtful whether his estate would be good for his debts, and.

Question. State whether or not the executors of Dr Cole's estate were not put to a great deal of trouble in winding up his estate & in paying his debts growing out of the embarrassment of his estate.

Ans. I am well satisfied that they had a great deal of

trouble, principally, indeed I believe I may say, wholly growing out of the embarrassed situation of the estate.

Question. State whether or not Mr Hinton one of the execs of Dr Cole's estate advanced money for said estate from another.

Answer. I know that Mr Hinton did at different times make advances but the amount amounts I am not ~~fully~~ unable to say.

Question. State if you know of the sale of the town lots belonging to Dr Cole's estate by his executors and the small tracts of land sold by them lying near the mouth of the creek fork on the Red River - the terms of the sale and the price for which the land and lots sold at that time.

Answer. I know the property named in the above question and believe the prices at which it was sold by the executors of Dr Cole, to be not only a fair price but really a very high one, particularly the lots or lands in town, which were sold to Robt Vance and E. M. Simpson, and further this deponent swears with oath.

Isaac Dennison being of lawful age and first duly sworn deposes & says

Isaac Dennison's Deposition

Question. State the habits and business of Dr. Cole a few years before his death and whether his business declined or improved for a few before his death, and from what cause.

Answer. I knew Dr. Cole from May 1818 until the time of his death his business I think was on the decline from the first time I knew him until the time of his death the cause was intemperance. And further this deponent swears with oath.

Isaac Dennison

Mr. N. Poston being of lawful age and first an-
by sworn deponent and Sayg.

Mr. N. Postons Deposition. 1450-80.

Question. State all you know of the untimely condition of
Dr. Cole's estate at his death.

Answer. It was generally understood and I have no doubt
that Dr. Cole was considerable in debt at the
time of his death, his practice as a physician
for the year or perhaps more preceding his death
could have amounted to very little.

Question. State all you know of the Town lots which belonged
to ~~Dr. Cole~~ the estate of Dr. Cole at the time of
his death & sold by his executor, whether the lots
were sold at a fair price or at a sacrifice & also
as to the tracts of land, belonging to Dr. Cole's estate lying
near the mouth of Matfork on the River.

Answer. I am well acquainted with the situation of the lots
& land referred to. The lots I consider were sold for their
full value at the time of the sales, more indeed than
I should have valued them at. Particularly the
lot of 13 Aches square, sold E. M. Simpson for \$800
which I think quite a high price - the land is very
broken and valuable, chiefly for the timber & was
I think very well sold at \$12⁵⁰/₁₀₀ per Acre.

Question. State the situation of lands lying on the Forked
River within district, and the difficulty of selling
them, at any time from the death of Dr. Cole till
recently, and whether the unimproved lands gener-
ally in the District have improved or declined in
value since the Year 1823.

Answer. I owned some tracts of land in Haywood County
which I was anxious to sell but could not afford a sale

of any until 1825 or 1826. when I sold upwards of 800—
Acres on a credit of five years at $\$5.00$. I am with
Interest—A tract of near 300 acres an early location, I was
unable to sell until 1835. when I sold it for something over
 $\$2$ per acre for cash, lands having about that time
become more valuable in that section of country—
I have no doubt that lands in that section of coun-
try are as valuable now as at any time since Dr
Leck's death. *John H. Poston*

State of Tennessee }
Montgomery County } The foregoing depositions of
County Commr. James
Tice, James McCallum, Isaac Sen-
nison & Mr. H. Poston were taken before me Chas Dudley,
an acting Justice of the Peace for Montgomery County
in the State of Tennessee at the place & on the day in
the caption mentioned, and the questions were all wit-
ten by the complainants counsel & the answers of the two
first deponents were written by me & the answers of the
other deponents were written by them in my presence
the complainants being present at the taking of the same
& I do certify that I am not agent, attorney or solicitor
for either party, nor connected with either party. Given
under my hand and seal this 6th day of October 1838.
Justice fees $\$5.00$ pd by comp^y } *Chas Dudley J.P.*

H. H. Smith's Deposition

The deposition of Henry H. Smith taken before me the
Clark and Master of the Chancery Court at Clarksville
on the taking the account in the case of John McKinnon
& Peter A. Mass Executors of Peter H. Cole's estate against
Henry A. Cole's Guardian—
Question: By app^t counsel. I wish you to state the injury in your
estimation has been done the lands of Henry A. Cole
by cutting and using the timber, with reference par-

particularly to its being immediately on the river & at the door of
Market.

Answer. There are said to be between 19 & 20 acres of land cleared
the timber on that land as it stood was worth \$15 or
\$20 per acre - I was the agent for the executors say (P. N.
Marr) and received the rents for some 2 or 3 years and paid
it over to P. N. Marr amounting to between 30 and 40
barrels of corn per year and corn was worth three years
\$12.50 per barrel.

Quesd by same. State now, since the person who cleared the land
belonging to the estate of P. N. Cole from the executors
of said estate, said as to the amount of timber he sold
from off said land.

Answer. To the best of my recollection he told me that, he had
sold timber off the said land which was cleared -
amounting to between 6 & 700 dollars.

The counsel for the complainants excepts the 2^d question
and the answer made to it by the above witness on
the ground that it is hearsay only. And further this de-
ponent says not. H. H. Smith

sworn to and subscribed before me

the 9th day of March 1841.

J. Pringle Comm.

The Clerk & Master sustains the exception of complainants
counsel to the 2^d question and the answer thereto as in the
above deposition of Henry H. Smith let out the 9th of
March 1841. J. Pringle Comm.

H. H. Smith 1 day & 2 fees 12.00

Columan Williams's deposition.

The deposition of Columan Williams taken while stating
an account in the case of P. N. Cole's Executors vs P. N. Cole
by his Guardian

Ques. Please state what year you rented the house & lot

in Clarksville belonging to the estate of Peter H. Cole
how much you were to pay per annum rent and
to whom did you pay the rents.

Answer. My present impression is that my rent commenced
the 1st March 1835. I have the house & lot mentioned
from that time for the remainder of that year
and for the years 1836 & 1837. I was to pay \$100.00
per annum rent. I paid the rents to Mr. H. Hinton
or his agent who I think was Mr. McClure.

Yes by J. H. State the value of the house and lot you speak
of.

Answer. I will give \$500.00 for though it may be worth more
and further this deponent suggest not
Subscribed & Promoted before me
the 13th March 1841.
J. H. Hinton

Cave Hanson's disposition

Please state all you know about a receipt of yours to
John H. Hinton & Peter H. Hare for their note in Bank
note dated 8th July 1826 to be read in the case of Cole's
Ex^{rs} vs. H. A. Cole now pending in the Chancery Court
at Clarksville.

I was well acquainted with the estate of Peter H. Cole
and its management by the Ex^{rs} at the time of the
date of the receipt. my recollection now is that at the
time of the death of Peter H. Cole he owned a debt to the
Branch Bank of the State at Clarksville. That the
executors renewed the note in bank from time to time
until the branch ceased to do business. When the note
was renewed in my hands for collection. I made an
arrangement with the executors. I took two notes for the
amount payable to me individually upon which
judgments were confessed, and the receipt given by

me to the Executors dated the 8th of July 1828 he sup-
poses and believes was designed as a voucher for the payment
of the debt due the Bank by them as executors - he is under
the impression that various calls were paid by the Ex-
ecutors to the Bank when the notes were renewed - but
has no recollection of the amount.

C. Johnson

Subscribed & sworn to before

me the 8th May 1841

P. Bristley Clerk.

H. H. Smith's Deposition

The deposition of Henry H. Smith taken by & before the Clerk and
Justices of the Chancery Court at Clarksville to be read in
evidence in a cause now pending and undetermined in the
said Chancery Court between Jas. H. Hinton & Peter W. Marr
Executors of Peter H. Hoke Complainants & Henry A. Cole by
his Guardian Miss D. Johnson defendants

Question by Dep^d. To whom did the Executors of Peter H. Hoke
lease the land belonging to the estate of said P. H. Hoke
on the south side of Cumberland River in Montgomery
County opposite or nearly opposite the mouth of
Red River for what length of time & on what terms.

Answer. John H. Hinton & Peter W. Marr if they were the Executors
leased the land as I have always understood to James
Trice Jun^r now dead who placed his son Alex Trice on
the land. Alex Trice lived I think on the land five years
and Bingham Trice two years, Bingham Trice was
also the son of Jas Trice Jun^r. The lease as I under-
stood was given for seven years, I do not recollect in
what year the lease commenced or when it ended,
neither do I know the terms of the lease.

Sworn to & subscribed before,

H. H. Smith

me 19th of April 1841

P. Bristley Clerk.

H. H. Smith 1 day & for 12th p

The deposition of J. A. Price in the above cause who being
first duly sworn according to law deposes and says

J. A. Price Deposition

Ques 1st by Compt. When did you go upon the land of Peter Woods
situate on the south side of the Cumberland River - how
much land were you to clear and enclose and what
other improvements were you to put upon the place.

Answer - I went on the land I think in the year 1825 or 1826
I think I was to clear 18 or 20 acres - I did so and left
the place under good fence - I build a hewed
log dwelling house 18 by 20 feet I think - also a smoke
house the logs hewed - a hewed log kitchen and a
good corn Crib and repaired a stable and made it
good - I twice planted out the trees as required by the
lease - say about 300 trees each time - the trees were plan-
ted in the very bottom - and I enclosed an old field
say about 15 acres

Ques 2^d How long were you to have the place and for what
rent annually?

Answer - I think I was to have the place seven years - I was to
pay nothing but the improvements.

Ques 3^d What was the timber worth on the land you leased
as it stood?

Ans. At that time I think it was worth about \$10.00 per
Acre - at this time it would be worth about \$20.00
per acre as it stood on part of the 18 or 20 acres at
that time there was 5 acres on which the timber
would be worth not more than \$5 per acre - then
having had timber taken from said 5 acres to
build a barge and make a Boat Yard.

Ques 4th What was the value of the improvements you put up
on the land?

Ans. The rails put upon the place were worth about

\$44.00 - the dwelling house was worth about \$100.00 -
the kitchen & smoke house and other buildings ~~plus~~
upon the place by me were worth about \$100.00
more. The trees cost me about \$20.00 for each
lot which I planted - and the sitting them out
was worth about \$2.50 each time.

Ques 5th How many cords of wood did you cut off the
land and what was the value of the whole
quantity you cut -.

Ans. I cannot say with any certainty what was
the value of the timber which I sold off the
land having no date to go by and it having
been so long ago but suppose I will be within
bounds to say between 5 & \$100.00 as to the quan-
tity I can not pretend to say.

Ques 6th Did you or not cut rail or other timber off the
land beyond the limits of what you were to
clear - and if so what was the value of the tim-
ber so cut.

Answer. Yes I did - to fence the old field - that field
was not to be free of charge except that I was
to fence and clear it up for the use of it during
the term of the lease - it was in very bad
condition the timber being mostly deadened on it
and it having fallen down and a great many
brans on it - I did not consider that I was to
fence the old field with timber off the lease
as it was about a mile from the lease land
In fact there was not rail timber enough
on the lease land to fence both parcels
of land. I think it would be worth or worth
\$1.50 for me to clear up the old field which -
would make the sum off \$2.50. T. A. Price
And further this deponent says that
2 days & 25^c per.

Subscribed & sworn to before
me the 22^d April 1841. — J. Priestley Esq.

Question 4th Did you remain on the place during the whole
period of your lease, if not did you rent it out
and if so for how much annually and how many
years

Answer. I think I rented out 2 or 3 years before my lease
expired. I got \$1000 a year rent. And further this
deponent suggests not.

T. A. Price
2522222

Subscribed & sworn to before
me the 22^d April 1841.

J. Priestley Esq.

Thomas A. Price being further examined by
the Clerk & Master on the 25th day of July 1841 deposes &
says.

Ques 1st What was the value of 15 acres north over and under
during the time you had the place?

Answer. For the first three years, it was not worth more than
the expense of clearing it up and fencing it, af-
ter that it was worth about one dollar for an acre
annually. And further this deponent suggests not.

1 day, 25¢ per sworn to & subscribed by
before me. J. Priestley Esq.

T. A. Price

The deposition of Nace & Price taken by and before the
Clerk and Master of the Chancery Court in Clarksville
in the cause pending in said court between the Ex^{rs}
of Peter H. Cole - Compt^{rs} and Henry A. Cole Defts who
being sworn deposes and says.

Nace & Price's deposition

Ques 1st At what time did you leave the land of T. A. Price

which he occupied under a lease from John McHiston and Peter M. Mann Ex^{ts} of Peter McCol which lease was originally leased to James Fife said land lying on the south side of Cumberland River opposite or nearly opposite the mouth of Red River

Answer. I leased the land asked about from J. A. Fife on the 4th of Dec^r 1830 to commence from the 1st of Jan 1831 and to run three years.

Ques. 2^d. At what time did the lease of James Fife expire & what rent did you pay annually for the place and how many acres were there?

Ans. My recollection is that his lease was to expire on the 1st of January 1834 - I paid \$60.00 a year rent and there were about forty acres of cleared land.

Ques 3^d. I you rented out the place or any portion of it what did you get annual rent?

Ans. I rented out the upland or old field place at \$30 per year - I suppose there was about fifteen acres of it.

Ques 4th. Did the Ex^{ts} of Peter McCol rent out said place or any portion of it after the expiration of the lease to Jas Fife

Ans. Peter M. Mann did but I do not recollect certainly to whom but I think his name was Peter how much he rented to him at what price or for what length of time I do not recollect.

Ques 5th. What was the value of improvements & buildings on said place by J. A. Fife and his heirs.

Ans. I think they were worth about \$125.00

Ques 6th. What was the value of the timber cut off said land at the time it was cut and what would it be worth now.

Ans. I would not have had any land treated as

that land was for \$100.00 - the timber was worth
at that time & or \$600 and at least \$1000.00
at this time - The land is now nearly worn out
And further this deponent says the not.
deponent's statement before J. N. F. Price
on the 26th Aug 1841 P. Chidley Com.

Statements of C. Johnson in the case of Hinton &
Marr in the Court of Chancery.

C. Johnson states that the receipts
accompanying a statement in his hand writing &
signed by him was made by him he claims as a
voucher for the executor's & judgment's confessed
by Mr Hinton as he now recollects and said ^{the} ~~the~~ ^{the} ~~the~~
some of the debts belonged to him and others were
debts due to others placed in his hands for collection
among that number were those marked in the name
of Jackson - Thus afterwards J. N. Marr claimed
to have paid P. H. Darby as the original owner for
Jackson about the sum of one hundred & eighty dollars
and filed a bill of Injunction agt him & Jackson
the bill I have heard was dismissed and the money
collected by some other lawyer for Jackson - it was
so alleged by the executor and in a settlement with
Mr Hinton on the 1st of May 1838 Mr Hinton is credited
by the sum of 181 dollars & 11 years 10 mo^s interest am-
ounting to the sum \$28.51 as appears entered upon my
account Book of that date - which is a part of the
sum money - for which my ac^t was given to them as
executors above alluded to - said C. Johnson files a copy
of the settlement with them above alluded to.

Said C. Johnson further states that the Bank placed
in his hands for collection a note (he thinks given
by the executor) for the due by Peter H. Cole in his life-
time to the bank being the sum due by him beyond

the amount of stock owned by J. H. Cole - the Bank was about winding up at that time and the stock holders who were in debt to the Bank rec'd a credit from the Bank for the amount of stock except twenty five per cent which was retained or a new note executed for it - and the note placed in his hands for collection was, in substance the amount Dr Cole owed beyond the amount of stock and the 25 per cent - judgments were rendered on two notes (divided for the purpose of giving jurisdiction to a magistrate) as stated in the account on the 8th July 1826 for \$137. The he rec'd interest on them 10 yrs & 10 mos amounting to \$94.27 among the credits claimed by them the sum of \$50 & 6 yrs interest claimed to have been paid to J. M. Johnson, which was allowed them among the credits also allowed there was the sum of \$214.85 & 2 yrs 4 mos interest (\$30.04) paid them by W. J. Johnson for the ^{rent} of the house ^{now} belonging to Mary Cole. On the original voucher there is a credit of \$110.95 dollars paid by Wm Phillips which according to my recollection was for property of Dr Cole purchased at the sale of the personal property - one other credit for Cooks note \$37.50 he understood and believed was given by Cook for the purchase of a negro named Lettice which belonged to Dr Cole in his lifetime the following is a copy of his settlement ^{with} ~~made~~ Mr Hinton made on the 1st of May 1838 as entered on his books in his own hand writing

- " Bank vs Hinton 2 cases judgments before Superior
8th July 1826 - \$137 Int. to mar 1838 10 yrs 10 mo 94.27
- " 3 cases C.D. vs same Indg
8th July 1826. 216-60 int. to mar 1838 10 yrs 10 mo 153.78
- " 3 cases C.D. vs same judg 19 Dec 1826 $\frac{222.60}{576.20}$ int to mar 1838 10 yrs 4 mo 158.86

\$ 412.41
576 20

due 1st May 1838.

\$ 978.61

Contra Cr

" Cash paid for J. Bank debt 1832 \$50 Int 6 yrs \$18.
" Amt paid Mar on dec in currency
" on the debt of Jackson which is included } 181 Int 11 yrs 10. 128.57
" in my claims
" Cash paid by W.B. Johnson balance due Hinton } 214.85. int 2 yrs 4.30. 07
on my note for amt 20 Dec 1835
" Paid Joshua Elder 25th July 1836 - ~~220~~ 220. int 1 yr 4. 24.20
645 \$ 200.78
645
845 78

Balance \$ 13283

which was paid by Mr Hinton

C. Johnson

Hinton and Mass

Agts

Henry A. Cole

The depositions of Jos F. Burns James
McClure, Nace F. Price, Chas Bailey, Robt
Black and Samuel McFall taken by &

before the Clerk and master at his office in Clarksville
Tennessee pursuant to notice on the 2^d day of September
1843 to be used as evidence in said cause, in taking & sta-
ting an account between the parties thereto.

Chas Bailey being sworn deposes & says.

Ques. by Compt.^y Did you or did you not make out a report
under the order of the County Court in connec-
tion with James McClure & Willie B. Johnson
in the case of John H. Hinton & Peter A. Mass
Executors of Peter A. Cole deceased?

Ans. I wrote the report and signed it together with
James McClure & W.B. Johnson.

Ques. by same. Did you or did not examine each and every voucher separately before you admitted them & stated them in the report?

Ans. I examined every voucher separately & admitted them just by same. Would you or would you not have signed that report without examining each & every voucher and being satisfied that the charges as reported by you are correct?

Ans. I would not have signed the report without examining the vouchers & being satisfied that the charges were correct.

Ques by same. Do you or do you not believe the paper now filed in this suit marked if it is a true copy of the report returned by you & Mr James McAllen & Ed Willie B. Johnson to the County Court?

Ans. I do.

Ques by same. Do you or do you not believe that the paper of belonging to the estate of Peter H. Cole dec'd would have sold for a sum of sufficient to have extinguished the debts against his estate - if it had not have been for the advances made by his Executors?

Ans. From my knowledge of the situation of the estate of Peter H. Cole dec'd & the manner in which it was managed by the Exrs in making advances & I was always & am still of the opinion that with ordinary management the whole estate or nearly so would have been exhausted in the payment of debts, provided it had been offered for sale for ^{early} as town property negroes & land was very dull sale for several years after the death of Dr Cole.

Chas Bailey

James McElane bring them in and show reports &
say

James McElane Deposition

Ques. by P. W. Marx. Did you or did you not make out a report
under the order of the County Court in the case of
Wm. H. Hinton and Peter W. Marx Executors of Peter
McElane died in connection with Chas Bailey & Willis D
Johnson?

Ans. I did

Ques. by same. Did you or did you not examine each and every
voucher separately before you submitted them?

Ans. I believe I examined every voucher carefully & have
no doubt that at the time of signing the Report
I considered the accounts as examined just, although
some of them may not have been in legal form.

Ques. by same. Do you or do you not believe that the paper here
filed as evidence in this case marked Z is a true
copy of the original report made by you and
Chas Bailey and Willis D. Johnson and by you ac-
turned to the County Court?

Ans. I have compared the paper marked Z with the orig-
inal report signed by me and with the exception
of a difference of about twenty one cents in the es-
timate they are the same - The aggregate amount is the
same.

Ques. by same. Do you or do you not believe that the prop-
erty belonging belonging to the estate of Peter McElane
accrued would have sold for a sum of money
sufficient to have paid the debts against this
estate if it had not have been for the advances
made by his Executors?

Ans. From my private opinion I am under the impression that if the property of P. H. Cole had been sold under execution to pay the debt it would not have brought any thing like the amount it has as sold by the executors. Further this appears by the facts.

James McElroy.

Sam^l McFall being sworn as juror
and emp.

Ques by com^{ts} are you or are you not a good deal acquainted with the management of Peter H. Cole deceased by his executors.

Ans. I was a good deal in company with the executors and frequently had conversations with them P. H. Cole particularly and frequently heard themselves express themselves especially that the estate would not pay the debts without the large sort of management.

Ques by com^{ts} do you or do you not believe that the property belonging to the estate of Peter H. Cole did would have sold for a sum of money sufficient to have paid the debts due from the estate at the time of the qualification of his executors or at any time pending the settlement of the business of that estate by his executors?

Ans. I do not believe that if the property of P. H. Cole if it had been forced into market at that time would have brought money sufficient to have paid the debts of said estate.

Ques by com^{ts}. do you or do you not return the clearing of twenty acres of land opposite the mouth of Red River on the land belonging to the estate

of Peter H. Cole deeded and the planting of
three hundred Apple trees thereon and the
building a new log house is worth more
than the timber they was used in making those
improvements.

Ans. I think the building the house and planting out the
Apple trees specified, taking into consideration the im-
provements made in fencing and clearing the land to
be worth at least as much as the timber taken of the
land cleared. It has been a usual practice in our
country to lease land for the benefit of getting it
cleared & fenced with an ordinary new log house
for the term of from 5 to 7 years and I never knew
anywhere required to be planted in a lease.

Saml. H. Fall

Robert Black of lawful age
and being of sound disposing mind says.

Just by contract. Did you or did you not purchase a Tract
of land on the River above and joining a Tract of
land belonging to Henry A. Cole on the Cumberland
River in Montgomery County below Clarksville. if so
what did you give for that land?

Ans. I did purchase a Tract of land adjoining Henry
A. Cole on the south side of Cumberland River
sold under a deed of Trust for which I paid altogether
& between nine hundred & fifty and one thousand
dollars. said Tract of land contains about one hun-
dred & eleven acres.

Just by same? Is there or is there not as much good land on
your tract as Cole's and is or is not your tract worth
more money than Cole's tract?

Ans. I do not know whether there is any difference in the
quality of the ~~land~~ but I think that tract ^{Tract} bought is
much less injured by floods & is more & less near

brack than that of Mr Cole

Ques by same. Do you or do you not esteem the land of more value in its present improved state than it would be without the improvements and is the improvement made on the land by Thomas A. Price clearing the field on the river and building the houses on the land worth more than the timber cleared off of the field and used in building the houses or not?

Ans. I consider that land in a condition ready for cultivation worth more than land in a state of nature - but know nothing of the timber growing on the land.

Ques by same. What is it worth to clear and entirely free of timber that is to take all the timber off of such land as Henry A. Cole adjoining your tract and in the way the timber and field is cleared on Cole's land by the acre?

Ans. I have cleared some land adjoining Henry A. Cole but kept no account of labor or expense and therefore do not know the actual cost per acre for clearing, but I should not be willing to undertake the clearing of such as I have done at thirty dollars per acre.

Robt. Black.

The foregoing depositions were taken at the time place and in the manner ^{stated} mentioned in the caption.

P. Pennington Comm.

State of Tennessee }
Montgomery County }

The 29th day of August 1843

I have this day pronounced to take the deposition of Murey Price.

Witness for Geo W. Hinton and of John H. Hinton and J. A. Mann - at the office of John Bailey in the Clerk's office remaining in the Clerk's office at

Clarksville, in obedience to a commission unto answer
in the matter of Complainers J. N. Marr - to be read
as evidence in a suit now pending in the Chancery Court
at Clarksville wherein Messrs. Hinton Adams of Messrs. Hinton
& J. N. Marr are complainants and Henry A. Cole is a party.

The said Miss Price after being sworn on the
holy evangelists of Jesus, by God to speak the truth the
whole truth and nothing but the truth concerning the
matters in dispute between the parties, deposes as follows

Miss Price's Deposition

Ques by court. Are you or not acquainted with the tract of
land lying on the south side of Cumberland River
below the town of Clarksville and nearly opposite
the mouth of Red River in Montgomery County belong-
ing to the estate of Peter A. Cole dec'd. If so please -
state the value of said land at the
time it was leased to your Father James Price now dec'd
and what is the value of said land at present?

Ans. I am well acquainted with said tract of land. At the
time my Father took the lease on said land I believe
it could not have been sold for than six dollars per acre
which I think was the cash value, and I believe it could
not be sold for more than that at this time for cash &
believe that to be about the value at this time.

Ques by same. If you know please state what improvements have
been made on said land by Thomas A. Price & what is
the value of said improvements?

Ans. T. A. Price put up a heavy log dwelling house on said
land - cleared and fenced 18 or 20 acres of land - he
procured from Hinton Messrs very some very fine looking
Apple trees and set them out on the cleared land he
planted trees at two different times - but do not know
but have no doubt that there was two hundred or more

I think it was worth \$25.00 for a m to clear the land
say 18 ams at \$25.00 for a m is \$450.00

The house was worth 65.00

The Apple trees were 30.00

It was worth to say them only 3.00

I think the improvements worth \$548.00

There was several out houses put up by J. A. Trice on the
land, but never noticed them much and cannot say
what they were worth

Ques. Please state what the timber was worth which stood on
the 18 or 20 ams cleared by J. A. Trice. I mean what
was the value of it standing as it was when J. A. Trice
commenced clearing?

Ans. Before my father took the lease on said land
and in the lifetime of P. H. Cole a man by the
name of Chanklin built a large barge on said
land which had been cleared by J. A. Trice & got all
the timber for the purpose or nearly so off of said land
since cleared & the balance of the timber standing on
the bluffs could not have been sold for more than two
hundred dollars and doubt whether or not it could
have been sold for that.

Ques by exam. Has or has not the value of said land and
improvements since it was cleared by J. A. Trice
been more than the present value of the land?

Ans. I believe the value of said land since the time
spoken of is without doubt worth more than the
present value of the land. Mary Trice.

The foregoing deposition of Mary Trice was taken
before me Chas Bailey an acting justice of the Peace
for Montgomery County, Tennessee at the place & on
the day in the caption mentioned & was reduced
to writing by me in the presence of the deponent
complainant P. W. Marr being present. at the taking

of the same. and I do certify that I am not a joint
attorney or solicitor for either Party & that I am
in no way interested in the result of said suit.

Given under my hand and seal this 29th day of August
1843.

Charles Bailey D. C.

State of Tennessee. July Term 1836
 Montgomery County Court 3

On motion it is ordered by the Court here that John H. Poston, Charles Bailey, Francis W. Cline, M. B. Johnson and Henry J. Beaumont be appointed Commissioners to settle with John H. Hinton and Peter N. Marr Exors. of Peter H. Cole dec'd, with the Will annexed and that they or any two of them make said Settlement with said Executors & make report thereof at the next term of this Court.

A Copy, Teste
 Saml. W. Fall Clk
 By his deputy Chas. Bailey

Estate of Doct. Peter H. Cole dec'd.

1833	Dr. & acct. with Peter N. Marr & John H. Hinton Exors.		
Jan'y	1	To amt. of acct. for Lumber here with rec'd. (No. 1. M.)	27 02 S
		Int. till 1 st August 1836 12 years & 7. Mos.	22 02 S
Aug.	31	Cash p'd. for 100 ^{lb} Flour @ 4¢ (No. 2. M.)	4 00 S
		Int. till 1. Augt. 1836 12 years & 11. Mos.	3 10 S
Oct.	4	Cash p'd. Call & disct. in New State Bank (M)	22 57 S
		Int. till 1. Augt. 1836 - 12 years 9 ²⁷ / ₁₀₀ Mos.	17 37 S
	14	Cash p'd. Call & disct. in Old State Bank	8 15 S
		Int. till 1. Augt. 1836 - 12 years 9 ²⁷ / ₁₀₀ Mos.	6 25
		Cash paid on Supton's Execution (See Docket)	50 00
		Int. till 1. Augt. 1836 - 12 years 9 ²⁷ / ₁₀₀ Mos. (No. 4. H.)	38 37
Nov.	15	Sh. Bushels Corn @ 25¢	5 25 S
		Int. till 1. Augt. 1836 12 years 8 ²⁷ / ₁₀₀ Mos.	4 00
Decr.	16	Cash p'd. on note to B. Sims - (No. 1. H.)	2 39
		Int. till 1. Augt. 1836 - 12 years & 7 Mos.	1 80
1834			212 29
Jan'y	1	Cash p'd. Call & disct. in New State Bank	12 25 S
		Int. till 1. Augt. 1836 - 12 years 7 Mos.	9 20 S
	7	Cash p'd. for 103 ⁹ / ₁₀₀ Pork @ 3 ¹ / ₂ ¢ (No. 3. H.)	33 77 S
		Int. till 1. Augt. 1836. 12 years & 7 Mos.	25 49 S
	24	Cash p'd. on Supton's execution (No. 4. H.)	74 19
		Int. till 1. Augt. 1836 - 12 years & 6 Mos.	55 64
Feb'y	19	Cash p'd. on Woolfolk & Souder's execution - (No. 5. H.)	82 27

		Int. till 1. Augt. 1836 - 12 years & 4 mos	60 87	
Aprl.	2	Cash p ^d . Call & disct. in New St. Bank	12 25	✓
	do	do do Old ^{3 Apr. 24. H.)}	8 00	✓
		Int. on \$20.25 till 1. Augt. 1836. 12 yrs. & 4 mos.	14 98	✓
July	1	Cash p ^d . Call & disct. in New St. Bank - (No. 7. H.)	12 85	✓
		Int. till 1. Augt. 1836. 12 yrs. 1. mo.	9 31	✓
	20	Cash p ^d . Saml. Lynes acct. (No. 6. H.)	45 25	
		Int. till 1. Augt. 1836. 12 yrs. 4 mos.	32 58	
Augt.	14	Cash p ^d . For Exccution (No. 7. H.)	84 43	
		Int. till 1. Augt. 1836 - 11 yrs. 11 1/2 mos	60 57	
Sept.	18	Cash p ^d . disct. in Old St. Bank	4 00	✓
		Int. till 1. Augt. 1836 - 11 yrs. 10 3/4 mos.	2 85	✓
		Cash p ^d . A. Vance on fisa in case Jackson vs Coler do docket. (No. 8. H.)	5 50	
		Int. till 1. Augt. 1836 - 11 yrs. 20. mo.	3 91	
Oct.	1	Cash p ^d . Call & disct. New St. Bank (No. 11. W)	11 18	
		Int. till 1. Augt. 1836 - 11 yrs. 10 mos.	7 89	28.42
	29	Cash p ^d . on A. Vance's Judgement (No. 8. H.)	60 00	
		Int. till 1. Augt. 1836 - 11 yrs. 6. mo.	41 40	
Feb.	5	Cash p ^d . disct. in Old St. Bank	4 00	✓
		Int. till 1. Augt. 1836 - 11 yrs. 6. mo.	2 76	✓
	21	Cash p ^d . on Jackson's exccution (see docket. Cir. Co.)	183 50	
omitted above		Int. till 1. Augt. 1836 - 11 yrs. 5 1/2 mos.	12 60	
May	1	Cash p ^d . Call & disct in New State Bank	11 84	✓
		Int. till 1. Augt. 1836 - 11 yrs. 7. mo.	8 22	✓
March	28	Cash p ^d . New St. Bank, Call & disct. - (No. 10. H.)	13 04	✓
		Int. till 1. Augt. 1836 - 11 yrs. 4. mo.	8 86	✓
Aprl.	21	Cash p ^d . on Saml. Lynes acct. (No. 6. H.)	50 87	
		Int. till 1. Augt. 1836 - 11 yrs. 4 mos.	34 33	
July	2	Cash p ^d . Call & disct. in New St. Bank (H)	11 50	✓
		Int. till 1. Augt. 1836 - 11 yrs. 1. mo.	7 65	✓
Sept.	7	Cash p ^d . on Jesse Bailey's Judgement - (No. 9. H.)	33 33	
		Int. till 1. Augt. 1836 - 10 yrs. 11. mo.	21 96	
Oct	1	Cash p ^d . Call & disct. in New St. Bank (No. 9. W)	11 23	✓
		Int. till 1. Augt. 1836 - 10 yrs. 10 mos.	7 29	✓

	11	Cash p ^d . on John Dicks Indgement (No. 18. m)	24 70	
		Int. till 1. Augt. 1836 - 10 yrs. 10 mo.	16 05	
Dec.	30	Cash p ^d . Bagnell for ferriage - (No. 12. H.)	3 63	✓
		Int. till 1. Augt. 1836 - 10 yrs. 8 ¹ / ₂ mo.	2 29	684.65
1836 Jan'y	1	Cash p ^d . H. J. Crisman for taxes	3 35	
		Int. till 1. Augt. 1836 - 10 yrs. 7 mo.	2 12	
	7	Cash p ^d . Call & disct. in New State Bank (No. 11. H.)	6 20	✓
		Int. till 1. Augt. 1836 - 10 yrs. 6 ¹ / ₂ mo.	2 85	✓
Feb'y	15	Cash p ^d . Dainly's Indgement (No. 13. H.)	28 04	
		Int. till 1. Augt. 1836 - 10 yrs. 5 ¹ / ₂ mo.	17 59	60.15
		Cash p ^d . on Sand. Lyns acct - (No. 6. H.)	12 13	
		Int. till 1. Augt. 1836 - 10 yrs. 5 ¹ / ₂ mo.	7 50	
Apr'l	1	Cash p ^d . Call & disct. in New St. Bank H.	6 15	✓
		Int. till 1. Augt. 1836 - 10 yrs. 4 mo.	3 18	✓
July	1	Cash p ^d . Call & disct. in New St. Bank (No. 10. m.)	6 04	✓
		Int. till 1. Augt. 1836 - 10 yrs. 1 mo.	3 65	✓
	8	Ant. p ^d . C. Johnson for Old St. Bank (No. 32. H.)	137 00	
		Int. till 1. Augt. 1836 - 10 yrs. 2 ² / ₃ mo.	82 70	
		Ant. p ^d . Same on Vance's Indgements (No. 14. H.)	709 41	
		Int. till 1. Augt. 1836 - 10 yrs. 2 ³ / ₃ mo.	428 24	
	19	Cash p ^d . on Atkinson's Indgement (No. 15. H.)	8 03	
		Int. till 1. Augt. 1836 - 10 yrs. 9 mo.	4 80	
Sept	26	Cash p ^d . on Vance's Indgement (No. 21. m.)	6 00	
		Int. till 1. Augt. 1836 - 9 yrs. 10 mo.	3 54	
Oct.	14	Cash p ^d . Call & disct. in New Bank	5 98	✓
		Int. till 1. Augt. 1836 - 9 yrs. 9 mo.	3 49	✓
Dec.	20	Ant. p ^d . C. Johnson's Indgt. (See Dennison docket, m)	222 60	
		Int. till 1. Augt. 1836 - 9 yrs. 7 ¹ / ₂ mo.	148 60	1799.67
1827 Jan'y	6	Cash p ^d . Call & disct. in New St. Bank (No. 23. m.)	6 00	✓
		Int. till 1. Augt. 1836 - 9 yrs. 6 mo.	3 43	✓
	15	Cash p ^d . H. J. Allen, Costs in Bank suit - (No. 17. H.)	9 56	
		Int. till 1. Augt. 1836 - 9 yrs. 6 ¹ / ₂ mo.	5 74	
		Cash p ^d . on Serrell's Indgement (No. 18. H.)	58 68	
		Int. till 1. Augt. 1836 - 9 yrs. 6 mo.	33 59	
Apr'l	7	Cash p ^d . Call & disct. in New St. Bank - (No. 16. H.)	5 87	✓
		Int. till 1. Augt. 1836 - 9 yrs. 3 ¹ / ₂ mo.	3 28	✓

March	31	Cash p ^d . Doct. Kings Med. acct. (No. 24. M.)	13 37	
		Int. till 1. Augt. 1836 - 9 y ^r . 4 mo.	7 48	
May	30	Cash p ^d . postage on letter from A. B. to D. C.	25	
July	7	Cash p ^d . Call & disct. in New H. Bank (M.)	575	✓
		Int. till 1. Augt. 1836 - 9 y ^r . $\frac{24}{25}$ mo.	3 10	
Sept.	8	Cash p ^d . J. W. fall for repairs on house (19. H.)	8 00	✓
		Int. till 1. Augt. 1836 - 8 y ^r . 10 $\frac{2}{3}$ mo.	4 26	✓ 168.09
	15	Cash p ^d . Bal. on Penell's Indgement (No. 18. H.)	14 00	✓ 3594.02
1838		Int. till 1. Augt. 1836 - 8 y ^r . 10 $\frac{1}{2}$ mo.	7 44	21.44
Sept.	6	Cash p ^d . H. & S. W. fall on note (No. 20. H.)	53 70	
		Int. till 1. Augt. 1836 - 7 y ^r . 10 $\frac{1}{4}$ mo.	25 45	
	30	Cash p ^d . Bank execution (No. 21. H.)	50 00	
		Int. till 1. Augt. 1836 - 7 y ^r . 10 $\frac{1}{5}$ mo.	23 64	
Oct.	1	Ant. of Lumber for Kitchen & Smoke house (M.)	9 15	✓
		Int. till 1. Augt. 1836 - 7 y ^r . 7 mo.	4 16	✓ 166.21
1839				
Apr.	21	Cash p ^d . Bal W. fall on Protters a/c (No. 22. H.)	9 58	
		Int. till 1. Augt. 1836 - 7 y ^r . 3 $\frac{1}{3}$ mo.	4 18	
1830				
Augt.	14	Cash p ^d . W. fall, bal. a/c. for repairs (No. 19 & 23. H.)	2 00	✓
		Int. till 1. Augt. 1836 - 5 y ^r . 11 $\frac{1}{2}$ mo.	61	✓
1833				
Feb.	7	Cash p ^d . Fowlers acct. (No. 29. M.)	22 57	
		Int. till 1. Augt. 1836 - 3 y ^r . 5 $\frac{1}{2}$ mo.	4 67	
	8	Cash p ^d . E. B. Nelson's acct. (No. 30. M.)	19 07	
		Int. till 1. Augt. 1836 - 3 y ^r . 5 $\frac{1}{2}$ mo.	3 95	
Apr.	20	Cash p ^d . on Jackson's execution (No. 31. M.)	264 25	
		Int. till 1. Augt. 1836 - 3 y ^r . 3 mo.	57 52	
Sept.	11	Cash p ^d . Brimhurst for repairs on house	17 55	✓
		Int. till 1. Augt. 1836 - 2 y ^r . 10 $\frac{1}{2}$ mo.	30	✓
		Cash p ^d . W. fall for repairs on house (No. 33. M.)	20 90	✓
		Int. till 1. Augt. 1836 - 2 y ^r . 10 mo.	3 55	✓ 408.84
1834				
May	21	Cash p ^d . Thomas for repairs on Kitchen (No. 31. M.)	11 00	✓
		Int. till 1. Augt. 1836 - 2 y ^r . 2 mo.	1 43	✓
Decr.	3	Cash p ^d . for taxes on town property (No. 25. H.)	5 44	
		Int. till 1. Augt. 1836 - 1. Yr. 8 mo.	54	
1835				
Feb.	27	Cash p ^d . for Brick work on Cellar wall (No. 26. H.)	16 00	✓
		Int. till 1. Augt. 1836 - 1. Yr. 5 mo.	1 36	✓

Oct.	21	Amt. Costin Cir. Co. Bowlin & Co's Exrs.	16 06	
		do do Jackson & Same	16 79	
		do do Fort & Same	25 02	
		do do Same & Same	20 84	
		Int. till 1. Augt. 1836 - 7 mo.	3 20	
Decr.	26	Cash p ^d . A. M. Clayton's fees (No. 28. H.)	15 00	
		Int. till 1. Augt. 1836 - 7 mo.	52	133.50
		Cash p ^d . James McFlane on note (No. 29. H.)	41 61	432.420
		Int. till 1. Augt. 1836 - 7 mo.	1 45	
		Cash p ^d . M. B. Johnson's acct. (No. 30. H.)	311 32	
		Int. till 1. Augt. 1836 - 7 mo.	10 89	
1836	Decr.	26 Cash p ^d . C. Williams acct. (No. 31. H.)	7 00	
		Int. till 1. Augt. 1836 - 7 mo.	24	
	28	Cash p ^d . on Judgment (No. 27. H.)	67 28	
		Int. till 1. Augt. - 7 mo.	2 35	442.14
1836	Augt.	1 Assumpsit to note M ^{rs} M. H. Minor due 31. July 1819 for	50 00	4766.34
		Int. till 1. Augt. 1836 - 17 yrs.	57 00	
		Assumpsit of a Rec ^{pt} . of J. M. Huling, atty for		
		E. A. Foster for \$107.78 by M ^{rs} M. H. Minor		
		July 20 th 1824 C. H.	107 78	
		Int. till 1. Augt. 1836 - 12 yrs. 1/3 mo.	77 78	286.56
				5052.90
		Contra Cr.		
1823	Oct.	4 By Cash rec ^d from M ^{rs} Dodd	12.50	
		Int. till 1. Augt. 1836 - 12 yrs. 10 mo.	9.62	
		Cash rec ^d from Leigh Price	10.25	
		Int. till 1. Augt. 1836 - 12 yrs. 10 mo.	7.89	
	14	Cash from M ^{rs} Cole	58.15	
		Int. till 1. Augt. 1836 - 12 yrs. 9 mo.	44.63	
1824	July	20 Cash rec ^d from Const. Dancey (No. 6. H.)	45.25	
		Int. till 1. Augt. 1836 - 12 yrs. 4 mo.	32.58	
1825	apl.	1 Amt. rec ^d from Const. Dancey	50.87	
		Int. till 1. Augt. 1836 - 11 yrs. 3 mo.	34.33	
Oct.	1	Amt. " " James B. Reynolds	28.68	
		Int. till 1. Augt. 1836 - 10 yrs. 10 mo.	18.64	

July	8	Ant. Ant. cly purchased by C. Johnson & Wm. Phillips & S. H. Hinton	130.40	
1826		Int. till 1. Augt. 1836 - 10 ym. $\frac{23}{30}$ mo	78.75	562 60
				4790.30
Aug.	12	By Cash notes recd. from Vance for land	275.00	
1827		Int. till 1. Augt. 1836 - 9 ym. $11\frac{15}{30}$ mo	164.45	
July	15	Ant. Vance's note for corn lots	450.00	
		Int. till 1. Augt. 1836 - 9 ym. $\frac{1}{2}$ mo.	244.12	
Aug.	1	Ant. recd. for servant hire	30.00	
1828		Int. till 1. Augt. 1836 - 9 ym.	16.20	
June	9	Ant. of Cash notes from Simpson for lots	353.86	
1829		Int. till 1. A. 1836 - 8 ym. $1\frac{22}{30}$ mo	172.80	
June	7	Ant. Simpson's 2. payment for lots	246.14	
		Int. till 1. Aug. 1836 - 7 ym. $1\frac{24}{30}$ mo.	105.59	
Apr.	1	Ant. Rent from C. Johnson for 1828	100.00	
		Int. till 1. Augt. 1836 - 7 ym. 4 mo.	44.00	
Decr.	7	Ant. 3. payment for lots of Simpson	200.00	
1830		Int. till 1. Aug. 1836 - 7 ym. $\frac{24}{30}$ mo.	79.75	
Apr.	1	Ant. of rent from C. Johnson for 1829	100.00	
		Int. till 1. Augt. 1836 - 6 ym. 4 mo.	36.00	
1831				
Apr.	1	Ant. of rent from C. Johnson for 1830.	100.00	
		Int. till 1. Augt. 1836 - 5 ym. 4 mo.	32.00	
1832				
Apr.	1	Ant. recd. from C. Johnson for 1831.	100.00	
		Int. till 1. Augt. 1836 - 4 ym. 4 mo.	26.00	
1833				
Apr.	1	Ant. rent from C. Johnson for 1832	100.00	
		Int. till 1. Augt. 1836 - 3 ym. 4 mo.	20.00	
July	1	Ant. of Rent from Doc. Maxwell from		
		1. April - say 3 mo	25.00	
1834		Int. till 1. Augt. 1836 - 3 ym. 1 mo.	4.62	
Oct.	1	Ant. of rent from Doct. Muller	50.00	
		Int. till 1. Augt. 1836 - 1. Yr. 10 mo.	5.50	
1835				
May	11	Ant. of rent from Doct. Muller	20.00	
		Int. till 1. Augt. 1836 - 1 Yr. $2\frac{20}{30}$ mo	1.47	
Oct.	26	Ant. recd. from H. Smith for rent Corn	28.00	
		Int. till 1. Augt. 1836 - 9 $\frac{5}{10}$ mo.	1.72	

Dec. 26	Ant. of rent from Coleman Williams	78.25	
1836	Ant. till 1. Augt. 1836 - 7 mo	2.73	
Jan'y 14	By Ant. from J. Dennison for rent Cow	47.50	
	Ant. till 1. Augt. 1836 - 6 1/2 mo.	1.54	
	Ant. Doc. Muller's note for rent	34.99	
	Ant. till 1. Augt. 1836 - 6 1/2 mo.	1.13	
July 4	Ant. rec'd on E. Dodd's note	4.92	3313.39
			\$1177.01
	P. H. & James W. Fine a/c -		11.72
			1188.73

State of Tennessee
Montgomery County } We James W. Fine, Willie B. Johnson
& Charles Bailey three of the Commissioners appointed by the
County Court of Montgomery at their July Term 1836 to settle
with John H. Hinton and Peter H. Mann executors of the Last
Will and Testament of Peter H. Cole dec'd, have examined
the Vouchers produced by the Executors of the said dec'd against
his estate and find that they have disbursed the sum of Five
thousand and Sixty four dollars and Sixty two cents -
And the said Executors acknowledge the reception of the sum
of three thousand eight hundred and seventy five dollars
and eighty nine cents, leaving a balance of Eleven Hundred
and eighty eight dollars & 73/100 cents due from the estate of
said dec'd to the executors aforesaid - All of which is
respectfully Submitted Given under our hands this 20th
day of July 1836 -

Chas Bailey
James W. Fine Commrs.
W. B. Johnson

State of Tennessee } Saul W. Fall Clerk of the County
Montgomery County } Court of Montgomery do certify that the
foregoing is a true Copy of the Settlement made by the Commission-
ers appointed to settle with the Executors of Peter H. Cole dec'd as
recorded in my Office in Book G. - Witness my hand at Office
this 21st day of March 1840 -

Saul W. Fall Clk

C. Bailey's Report -
State of Tennessee

Pursuant to a decretal order of the Chancery Court at Charlotte in the Case of John H. Hinton & Peter M. Marr executors of the last Will and Testament of Peter H. Cole dec'd. Complainants against Henry A. Cole by his guardian - & Charles Bailey as deputy Clerk of said Court have, on this 20th day of March 1840, proceeded to hear proof of all the matters of account between the parties & make the following report -

Henry A. Cole In acct. with Peter M. Marr and John H. Hinton
Exrs. of P. H. Cole dec'd. Dr.

To amount due the Executors as appears from the report of the Commissioners appointed by the County Court of Montgomery to settle with said executors - of record in said County Court herewith filed marked A.	1188 73
Interest from 1 st August 1836 to this 20 th March 1840	259 53
	1448 26

To amount of C. H. P. Marrs acct. for making & laying 27.700 Brick on the lot of P. H. Cole dec'd in Smokehouse and Kitchen @ 8 dollars pr. 1000 - See Voucher B	221 66
To interest from 3 rd Dec ^r 1836 to this 20 th March 1840	43 83
To amt. Coleman Williams acct. for guttering & repairs See Voucher C	30 37
Interest from 1 st January 1837 to this 20 th March 1840	57 77
	\$ 1749 89

Cr. By Peter M. Marr's Book acct. as may be seen by reference to acct. D. filed by Exrs.	30.47
By interest from 1 st Oct. 1837	4.57
By Mrs. Minor's acct. - Same reference	21.63
Interest on Same from 10. Oct. 1837	3.20
By Bal. Bank Stock & int. Same reference	14.40
Int. on Same from 1. Oct. 1837	2.08
	76 29
Bal. due Executors	\$ 1673.60

Henry A. Cole In acct. with John H. Hinton		D.
1828	To Board & Tuition from 1 st July 1. Session	50 00
	Interest from 1. January 1829 to 20. March 1840	33 66
	To Board & Tuition in 1829 two Sessions	100 00
	Interest from 1 st January 1830 to 20. March 1840	61 33
	To Board & Tuition in 1830 2. Sessions	100 00
	Interest from 1 st January 1831 to this date	55 33
	To Board & Tuition in 1831 2. Sessions	100 00
	Interest from 1 st January 1832 to this date	49 33
	To Board & Tuition in 1832 2. Sessions	100 00
	Interest from 1 st January 1833 to this date	43 33
	To Board & Tuition in 1833 2. Sessions	100 00
	Interest from 1 st January 1834 to this date	37 33
	To Board & Tuition 1834 1. Session	50 00
	Interest from 1. January 1835	15 66
	To Board & Tuition in 1835. 2 months & 26 days	
	@ 50 dollars per Session of 5 months	29 00
	Interest from 1. January 1836 to this date	7 34
		\$ 932 31
Cr.	By Cash recd. for house rent by Compt. Hinton	
	as appears in his acct. exhibited, marked	
	D. 1 st January 1837	100.00
	Interest from 1 st January 1837 to 20. March 1840	19.33
	Bal. due to John H. Hinton	\$ 812 98

The parties by their attorneys agreed to meet at my Office on this 20th March 1840 for the purpose of taking the account in this case. Neither party having appeared, I proceeded to take the acct. The settlement made by the Commissioners appointed by the County Court I took as prima facie evidence of the correctness of the same; no evidence having been produced to controvert any part of it. And I have charged the estate with the accts. of C. H. P. Marx & Solomon Williams, See Vouchers B. & C, as charged in the acct. D. I have charged the executor with credits in acct. D. including interest, amounting to

Seventy six dollars $\frac{29}{100}$ cts. leaving a balance due to the
executors of sixteen hundred and seventy three dollars and
sixty cents $\$1673.60$ -

It thus proceeded to examine the private acct. of John
Hinton & the testimony of L. M. Jordan, Nancy Jordan
Peter N. Marr, from which are of opinion that the acct.
above stated is correct, which leaves a balance due said
Mrs. H. Hinton from Henry A. Cole, Eight Hundred and
Twelve Dollars Ninety Eight Cents $\$812.98/100$ all of
which is respectfully submitted -

Chas. Bailey

Executors of Peter H. Cole

4

24. March 1841

Henry A. Cole by his Guardian

Willie B. Johnson

In this Cause it is agreed by the Council of the parties
that the former orders made in this Cause relative to taking
an account be renewed and that each party have leave to
take testimony -

(Signed)

Will. A. Cook Atty. for Compl't.

W. B. Johnson Atty. for Def't

In obedience to an interlocutory order made in the Cause
of Peter N. Marr and John H. Hinton executors of Peter
H. Cole Complainants and Henry A. Cole by his guardian
Willie B. Johnson Defendants, by which said decree the Clerk
and Master of the Chancery Court at Clarksville, exceptions
having been taken to the account filed in this Cause, was
directed to take an account de novo, on the testimony in
said Cause, showing what effects came to the hands of the
executors under the Will of Peter H. Cole - what property
was sold by them to pay debts and the value thereof at the
time of the sale, allowing the executors all just and legal
credits by way of disbursements - And that he further report
and shew to the Court the necessary expenses & disbursements
made by the executors for the use and benefit of the said Henry

H. Cole, including his board and clothing - the necessary expenses for improvements on his house and lot in Clarksville allowing the said Henry A. Cole a credit for the rent of the house and lot - for rent of ~~land~~ and for any timber that may have been cut and sold, or injury that may have been done to the land by virtue of any lease or leases that the executors may have given on the land - And that he report & shew by his account, the rent of the house & lot & the improvements made by the executors on the house & lot, separate & distinct from other charges & disbursements - I Philander Priestley Submit to the Honorable Court of Chancery at Clarksville, the following report -

There is nothing among the papers to shew what effects of Peter H. Cole came to the hands of the executors, except an inventory which is on file & to which I respectfully refer - Neither is there any proof on that subject Subjoined is a statement taken from the charges against the executors as exhibited in a settlement made with them by the County Court Commissioners -

To Cash recd from Mrs. Dodd 4 Oct. 1823	12.50	
Int. on \$12.50 to 15. March 1841	13.09	
To Cash recd. of Ligh Price same date	10.25	
Int. on \$10.25 to 15. March 1841	10.73	
To Cash recd. from Mrs. Cole 14. Oct. 1823	58.15	
Int. on \$58.15 to 15 March 1841	60.76	
To Cash recd. from Court. Dancy 20. July 1824	45.25	
Int. on \$45.25 to 15 March 1841	45.13	255 86
To amt. recd. of Court. Dancy 1. April 1825	50.87	
Int. on \$50.87 to 15. March 1841	48.82	
To amt. recd. of Jas. B. Reynolds 1. Oct. 1825	28.68	
Int. on \$28.68 to 15. March 1841	26.60	154 97
To amt. of articles purchased by C. Johnson, Mrs. Phillips & J. H. Hinton (not stated what they were) 8. July 1825	130.40	
Int. on \$130.40 to 15 March 1841	122.25	
To amt. recd. for servant hire 1. August 1827	30.00	
		410 83

Int. on \$20.00 to 15. March 1841	24.52	
To amt. recd. on T. Dodd's note 4. July 1836	4.92	
Int. on \$4.92 to 15. March 1841	1.34	313 43
For the following items see acct. marked B. refer to in Complainant's bill. (Say 3 items)		
To amt. of T. H. Mann's book acc. with int. to 1. Oct. 1837	30.47	
" " " Wm. Minor " " " " " " " " " " " "	21.63	
" " Bal. of Old Bank Stock recd. of Agent, int. as above	14.50	
Int. on \$66.60 to 15. March 1841	\$ 66.60	
	13.65	89 25
To timber cut off of say 19 acres of land @ \$17.50	332.50	
See deposition of H. H. Smith, the Agent -		
For rent of land for two years, say 39 barrel Corn per ann. worth \$1.25 per barrel	3. 97.50	430 00
See deposition of H. H. Smith the Agent -		
No proof as to what year the timber was cut, or the land rented, so as to calculate interest -		
Making the amt. chargeable to the executor of Peter H. Cole, on the personally with the last two items added amount to the sum of \$1234.61		
There is nothing among the papers to show what pro- -perty of the estate of P. H. Cole was sold, except some land as it is termed, to Robert Vance; but how much I do not know, for what price, or where it is situated; but by the depositions of James M. Glue and John A. Poston it seems to have been sold for its full value - and by the deposition of John A. Poston the lot of ground 12 poles square sold to E. M. Simpson for \$800.00, as also a piece of land, how much I cannot tell, or to whom sold, or where it lies; but sold for \$12.50 pr. acre, is considered a valuable consideration, which will show the charges against the executor to be as follows -		
To Cash notes recd. from Vance for land 12. August 1866	\$ 275.00	

Int. on \$20.00 to 15. March 1841	24.52	
To amt. recd. on J. D. odd's note 4. July 1836	4.92	
Int. on \$4.92 to 15. March 1841	1.24	313 43
For the following items see acct. marked B. & refer to in Complainant's bill. (Say 3 items)		
To amt. of P. H. Mann's book acc. with int. to 1. Oct. 1837	30.47	
" " " Wm. Minors " " " " " " " " " " " "	21.63	
" " Bal. of Old Bank Stock recd. of Agent, int. as above	14.50	
Int. on \$66.60 to 15. March 1841	\$ 66.60	
	13.65	89 25
To timber cut off of say 19 acres of land @ \$17.50	332.50	
See deposition of H. H. Smith, the Agent -		
For rent of land for two years, say 39 barrel Corn per ann. worth \$1.25 per barrel	3 97.50	430 00
See deposition of H. H. Smith the Agent -		
No proof as to what year the timber was cut, or the land rented, so as to calculate interest -		
Making the amt. chargeable to the executors of Peter H. Cole, on the personally with the last two items added amount to the sum of \$1234.61		
There is nothing among the papers to show what prop- erty of the estate of P. H. Cole was sold, except some land as it is termed, to Robert Vance; but how much I do not know - for what price, or where it is situated; but by the depositions of James McFlure and John A. Poston it seems to have been sold for its full value - and by the deposition of John A. Poston the lot of ground 12 poles square sold to E. M. Simpson for \$800.00, or, at least a price of land, how much I cannot tell, or to whom sold, or where it lies; but sold for \$12.50 per acre, is considered a valuable consideration, which will show the charges against the executors to be as follows -		
To Cash notes recd. from Vance for land 12. August 1836	\$ 275.00	

Int. on \$75.00 to 15. March 1841	240.62
To this amt. Nance's note for town lots 15. July 1827	450.00
Int. on \$450.00 to 15. March 1841	367.87
To amt. of Cash notes of Simpson for lots 9. June 1828	353.86
Int. on \$353.86 to 15. March 1841	269.41
To amt. Simpson's 2. paymt for lots 7. June 1829	246.14
Int. on \$246.14 to 15. March 1841	172.91
To amt. Simpson's 3. paymt for lots 7 Decr. 1829	200.00
Int. on \$200.00 to 15. March 1841	135.25
	2711.06

Making the above items amount to the sum of

By the deposition of Lewis C. Taylor it will be seen that the Exrs. of Peter H. Cole advertised and offered at public auction, at the Court House door in Clarksville in July 1826 or 1826, I cannot tell which from the figures, on a credit of 12 months, the Forked Deer lands in the Western district. That he bid it off at less than \$20.00 for the whole tract and gave it up to the Exrs. because it was deemed a great sacrifice and much below its value.

The deposition of Wm. H. Poston says that in 1825 or 1826 he sold 800 acres of land for \$3.00 per acre on a credit of five years, with interest and that in 1835 he sold 500 acres, an early location for over \$2.00 pr. acre Cash

On taking a former account in this cause to be presented to the Court at the last September Term (1840) the following vouchers were examined by the Complainants and the Counsel of defendant and admitted by defendants Counsel -

1st Charles Bailey's acct. for tax Judgments & an order from J. M. Stranler 28. Decr. 1835 - making 67.28

Int. on \$67.28 to 15. March 1841 61.39

D. C. Whinson's acct. for W. A. Cooke's note in part on Feb. 4th Jackson's Judgments vs Cole - 3rd Jan'y. 1826 - 3 375.00

Int. on \$375.00 to 15. March 1841 342.18

3 ^d J. A. Dennis's rect. as Agent for J. Vance Esq. 27 th Jan'y 1825 -	60.00	
Aut. on \$60.00 to 15. March 1841	58.05	
4 th J. H. Cole's note to O. Johnson Esq. 28 th Jan'y. 1823 -	1.50	
Aut. on \$1.50 to 15. March 1841	1.63	
5 th J. H. Cole's due bill to R. Sims 16. Nov. 1822	2.25	
Aut. on \$2.25 to 15. March 1841	2.46	971 74
6 th W. H. Allen D. Shuff. rect. 15. Jan'y. 1827	9.56	
Aut. on \$9.56 to 15. March 1841	8.12	
7 th B. King. D. Shuff. rect. for Lupton's debt 24 Jan'y. 1824	74.19	
Aut. on \$74.19 to 15. March 1841	76.50	
8. Jas. McGlue's rect. 19. July 1826	62.60	
Aut. on \$62.60 to 15. March 1841	17.80	
9. A. M. Clayton's rect. 26. Decr. 1825	15.00	
Aut. on \$15.00 to 15. March 1841	4.76	
10. Tho. Henry Const. rect. Atkinson's Adgt. 15. Oct. 1825 -	8.03	
Aut. on \$8.03 to 15. March 1841	7.42	284 98
11. James McGlue's rect. 29. Decr. 1825	41.61	
Aut. on \$41.61 to 15. March 1841	13.00	
12. Jesse Bailey's rect. 7. Sept. 1825	33.53	
Aut. on \$33.53 to 15. March 1841	31.25	
13. Saml. Lyner. rect. (Jan'y 15 Jan'y. 1825)	103.49	
Aut. on \$103.49 to 15. March 1841	100.64	
14. Saml. McFall's rect. 14. August 1828	10.00	
Aut. on \$10.00 to 15. March 1841	6.35	
15. M. Kerrell's rect. 15. Sept. 1827	72.67	
Aut. on \$72.67 to 15. March 1841	58.86	471 40
16. Tho. Henry's rect. for two Judgements of Ketchum + Betts, use Tho. Donnelly. 15. Oct. 1825	28.04	
Aut. on \$28.04 to 15. March 1841	25.92	
17. C. Cushman Shuff. rect. 14 August 1824	84.43	
Aut. on \$84.43 to 15. March 1841	84.01	
18. J. H. Cole's note to H. & S. McGlue - paid 6. Sept. 1828	53.70	
Aut. on \$53.70 to 15. March 1841	40.40	
19. Chas. rect. for 1833 & 1824 paid 2. Decr. 1824	5.40	
Aut. on \$5.40 to 15. March 1841	2.03	323 94

20 - Jas. McFlyn's rect. 21. Apl. 1829	9.58	
Int. on \$9.58 to 15. March 1841	6.84	
21. M. H. Allen D. Shiff rect. 2 ^d Oct. 1828	50.30	
Int. on \$50.30 to 15. March 1841	37.59	
22. J. H. Cole's note due 31. July 1819. Mrs. Minor	50.00	
Int. on \$50.00 to 15. March 1841	64.87	
23. A. M. Auling. Atto. for E. H. Foster's rect. 20. July 1824	107.78	
Int. on \$107.78 to 15. March 1841	107.78	434.74
The above are Vouchers of John H. Hinton		

The following Vouchers of C. H. Mann were admitted as above

1. C. H. Mann's acct - 19. Sept. 1837	27.02	
Int. on \$27.02 to 15. March 1841	5.87	
2. L. M. Kings acct. & rect. 21. March 1827	13.37	
Int. on \$13.37 to 15. March 1841	11.19	
3. M. A. Martin's rect. for Jackson's Indgt. in Supreme Court dated 20. April 1833	264.25	
Int. on \$264.25 to 15. March 1841	124.52	
4. Ana. B. Perside rect. for Wm. Dick, Indgt. 1. Oct. 1825	24.70	
Int. on \$24.70 to 15. March 1841	22.90	
5. J. Dennisom's rect. Agent for Vances Exrs. 30 Sept. 1826	6.00	
Int. on \$6.00 to 15. March 1841	5.20	
6. A. Vances rect. for Costin Circuit Court Jackson as Cole - 20. Apl. 1833	5.50	
Int. -	2.59	
7. Wells Horlow's acct. 7. Feby. 1833	22.57	
Int. on \$22.57 to 15. March 1841	10.86	546.28
8. E. M. Simpson's rect. 8. Feby. 1833 -	19.07	
Int. on \$19.07 to 15. March 1841	9.24	
By amt. of bal. of C. Johnson's rect. dated 8. July 1826 ap- -proved to the interrogatory the Bonlin Indgement deducted		
Lay off \$203.71	334.12	
Int. on \$334.12 to 15. March 1841	281.84	644.27

For proof of which see Case Johnson's Deposition on file & which should be added to 2^d Voucher on page 4 of this report -

Then the disbursements by the Exrs. of Peter H. Cole in
the payment of debts, to amount to the sum of \$ 3677.35

Should the amount which came to the hands of
the Exrs. on account of the personally, which seems to be 1234.61
And the amount rec^d by the Exrs. for land & lots with interest 27 11.06
be added, the Exrs. will be chargeable with the sum of \$ 3945.67

The disbursements of the Exrs. being \$ 3677.35
with interest calculated, will leave a balance
against them of \$ 268.32.

From the apparent balance of \$ 268.32 in the hands
of the Exrs. Should be deducted the sum of \$ 197.28 on
\$ 3945.67 at 5 per cent as Commissions, which leaves
the actual balance in their hands of \$ 71.04, exclusive
of House rent.

The Clerk & Master from the papers before him presents to the
Court a Statement of the House & lot in Clarksville -

Cave Johnson rented the House & lot in 1828	100.00
Int. on \$100.00 from 1. Aprl. 1829 to 15. March 1841	71.75
C. Johnson rented the House & lot in 1829	100.00
Int. on \$100.00 from 1. Aprl. 1830 to 15. March 1841	68.75
Cave Johnson rented the House & lot in 1830	100.00
Int. on \$100.00 from 1. Aprl. 1831 to 15. March 1841	59.75
C. Johnson rented the House & lot in 1831	100.00
Int. on \$100.00 from 1. Aprl. 1832 to 15. March 1841	52.75
C. Johnson rented the House & lot in 1832	100.00
Int. on \$100.00 from 1. Aprl. 1833 to 15. March 1841	47.75
Doct. Maxwell rented the House & lot fr. 1. Aprl. to 1. July 1833	25.00
Int. on \$25.00 fr. 1. July 1833 to 15. March 1841	11.31
Rent of House & lot rec ^d of Doct. Muller 1. Oct. 1834	50.00
Int. on \$50.00 from 1. Oct. 1834 to 15. March 1841	19.12
Rent of House & lot rec ^d of Doct. Muller 11. May 1835	20.00
Int. on \$20.00 from 11. May 1835 to 15. March 1841	7.00

Rent of House & lot recd. of C. Williams 26. Decr. 1835	78.25	
Int. on \$78.25 from 26 Decr. 1835 to 15. March 1841	24.45	
Ant. Recd. of Doct. Mueller for rent 14. Jan'y. 1836	34.99	
Int. on \$34.99 from 14. Jan'y. 1836 to 15. March 1841	10.85	
The House rent & interest amounts to the sum of		108.92
Coleman Williams rented the House & lot in 1836	100.00	
Int. on \$100.00 from 1. Jan'y. 1837 to 15. March 1841	31.50	
Coleman Williams rented the House & lot in 1837	100.00	
Int. on \$100.00 from 1. Jan'y. 1838 to 15. March 1841	25.50	
For the last two items see the disposition of Coleman Williams, taken 13. March 1841. Which two items & interest amounting to the sum of \$257.00 added to the sum of \$108.92, make the house rent & interest		1346.32

The Executors of Peter H. Cole have made the following disbursements for & on account of improvements made on the House & lot in Clarksville, in the Bill & Answer mentioned, the Vouchers for which were examined by the Complainants & defendants Counsel & admitted.

1. Coleman Williams recd. 26. Decr. 1835	7.00
Int. on \$7.00 to 15. March 1841	2.19
2. Salary a free Negro of color 27. Feby. 1835	16.00
Int. on \$16.00 to 15. March 1841	5.88
3. C. Williams recd. 16. Sept. 1837	30.37
Int. on \$30.37 to 15. March 1841	6.37
4. C. H. P. Mear's recd. 3. Decr. 1836	221.66
Int. on \$221.66 to 15. March 1841	57.07
5. M. B. Johnson's recd. 26. Decr. 1835	311.32
Int. on \$311.32 to 15. March 1841.	97.28

The above items are vouchers of John H. Axtone.

The following are T. N. Mear's Vouchers.

T. N. Mear's account 1. Oct. 1828	9.15
Int. on \$9.15 to 15. March 1841	6.84
Ant. Cand. over	

771 05

Saml. McFall's account 19. Sept. 1837 20.90
 Int. on \$20.90 to 15. March 1841 4.38
 Showing the disbursements by the Exr. for improve-
 -ments on the House & lot in Clarksville, with interest, to be
 Leaving a ballance against the Exr., in favor of House
 rent and interest, of the House & lot in Clarksville of \$550.29-

796 33

The Clerk & Master would here respectfully make to the Court
 a Statement of the board & tuition of Henry A. Cole while
 pursuing his Studies under the direction of John H. Hinton
 the said Hinton being the teacher & the said Henry A. Cole
 being a boarder in the family of said John H. Hinton -

To board & tuition in 1828 - One Session	50.00
Int. on \$50.00 fr. 1. Jan'y. 1829 to 15. March 1841	36.78
To board & tuition in 1829 - two Sessions	100.00
Int. on \$100.00 fr. 1. Jan'y. 1830 to 15. March 1841 -	67.58
To board & tuition in 1830 - two Sessions	100.00
Int. on \$100.00 fr. 1. Jan'y. 1831 to 15. March 1841	61.46
To board & tuition in 1831 - two Sessions	100.00
Int. on \$100.00 fr. 1. Jan'y. 1832 to 15. March 1841	55.45
To board & tuition in 1832 - two Sessions	100.00
Int. on \$100.00 fr. 1. Jan'y. 1833 to 15. March 1841	49.45
To board & tuition in 1833 - two Sessions	100.00
Int. on \$100.00 fr. 1. Jan'y. 1834 to 15. March 1841	43.45
To board & tuition in 1834 - One Session	50.00
Int. on \$50.00 fr. 1. Jan'y. 1835 to 15. March 1841 -	18.72
To board & tuition in 1835 - 2 Mos. & 26 days @ \$50. fr. Session	29.00
Int. on \$29.00 fr. 1. Jan'y. 1836 to 15. March 1841	9.15

Showing the amt. of board & tuition, & interest thereon
 while Henry A. Cole was at the house of John H. Hinton to be

971 04

To this amt. paid a Shoemaker for Henry A. Cole the 1st of
 Jan'y. 1833, as charged in the Bill 3 3.85
 Int. on \$3.85 to 15. March 1841 1.00
 \$ 5.77

From the testimony in the cause \$5.00 per Session seems to be the usual charge of Complainant John A. Hinton at his institution for tuition & board for a Session of five months. Complainant Hinton is a man of high literary attainment, and no one, in any part of the County, more competent to instruct young men, than he, particularly in the higher branches of a Classical & literary education. The Clerk & master is unadvised of the progress which had been made by Henry A. Cole at the time he went to the School of Mr. Hinton, & cannot say whether his advancement was such as to justify his entering an institution of such reputation; but it is evident that Henry A. Cole has acquired a good education and is now a young man of promising talents.

There are three depositions on the subject of his education. Mr. George Jordan, Mrs. Nancy Jordan, the mother of defendant Henry A. Cole, and Peter S. Mann, the uncle by marriage, of the said H. A. Cole, the whole of whom are respectable. The two first witnesses say, (Mrs. Jordan) that there was to be no charge for schooling & board and upon those terms only was her son sent there - that it was at the solicitation of Mr. Hinton that he was sent there and that Hinton said there would be no charge for board & schooling & that if she had not so understood it, there were cheaper schools near home, to which she would have sent him. Mr. Jordan says that in 1828 or 1829 he was at Mr. Hinton's house, when he observed to me that Henry A. Cole's property was not sufficient to educate and support him and that he, Mr. Hinton would board & school him if I would clothe him. Mr. Hinton at the same time said the house and lot in town would not more than rent for enough to keep in repair; but that he had the management of it and if any was left after paying for repairs, he would then retain it in the way of schooling and boarding. Mr. Jordan also says that he never afterwards heard of any charge for schooling & boarding until about the time the Bill was filed &c. - The Bill was filed 16th Sept.

1839 -

Peter N. Murr's deposition does not controvert the statements of the other witnesses, that there was to be no charge for board & schooling; but says that about the time of filing the bill he & Mr. Hinton were at the house of George W. Jordan - they spoke of a settlement of the whole business, as Mr. Hinton had, or was about to remove out of the country - that Henry A. Cole said he wished his School Bill included in the settlement - that H. A. Cole & Mr. Jordan looked over the whole account and acknowledged its correctness and that Henry A. Cole said he would write to his guardian to admit his school bill &c.

Having made the foregoing brief statement of the testimony on this point, the Clerk and Master will not take upon himself to speak of his opinion, whether or not the account for Schooling and board should be paid; but will simply state that from an examination of the testimony, he is of opinion that Mr. Hinton did not, at the outset, intend to charge any thing for the board & schooling of Henry A. Cole - And the Clerk & Master is also of opinion, that if Mr. Jordan, the mother of Henry A. Cole, had expected him to be charged that she would have sent him to a school where the tuition would have been lower -

From the phraseology of the interlocutory order directing the Clerk & Master to take and state an account in this cause "de novo on the testimony" - the Clerk & Master has stated this account, without making the settlement by the Commissioners appointed by the Montgomery County Court, the basis of their report - He was led to place the construction he did upon the interlocutory order also from the fact, that a previous report had been made based upon the settlement of the Commissioners appointed by the Montgomery County Court, which report was totally set aside at the time of making the interlocutory order referred to. All which is respectfully submitted

D. Priestley, C. & M.

The above report was filed 13. March 1841 -

The Clerk & Master of the Chancery Court at Clarksville having, under the direction of the Court, reviewed his report made in the Cause of T. H. Cole, Exrs. vs W. A. Cole to the March term 1841. Submits the following -

The Exrs. Should be credited with note paid C. Johnson \$137.00

Int. on \$137.00 from 8. July 1826 to 15. March 1841

124.90 257.90

See C. Johnson's depts. of 8. May 1841.

Recapitulation

Charges as Exrs. 3	Ant. on pages 1 & 2.	1234.61
	Ant. for land & lots sold	2711.06
	Ant. of House rent	<u>1346.72</u>
		5292.39

Exrs. Credits 3 Disbursements of Exrs. in the payment of debts of the estate \$3677.35

Disbursements for improvements

of House and lot 796.33

Add 1st item on this page for 3 257.90 - 4731.58

Note & int. paid C. Johnson 3

leaving a ballance as per above recapitulation against the Exrs. of \$560.81

The items on page 8 for board & tuition and interest \$971.04

& Shoemaker's bill & int - 5.77 are not embraced -

Making \$976.81 and the Clerk and Master respectfully refers those items to the Court, believing however from the proof that they should not be included in the executorial account -

John H. Hinton & Peter N. Mangualifio are executors of Peter H. Cole at the October term 1823 of the County Court of Montgomery County and should the Chancellor be of opinion that interest for money actually received should not be charged before two years the debts would be reduced

\$1657 leaving the balance to be charged to the executor
the sum of \$544.24-

From the testimony of J. A. Lince the person who occupied the land on
the South Side of Cumberland River, he entered upon the premises
in 1825 or 1826 and lived for seven years, but remained on the land
only years. He proves that while on the land, he cut and
sold timber to the amount of between 5 and 700.00-

Assume the medium and charge the Exrs. with
timber cut and sold \$600.00

Improvements. House, Outbuildings &c 200.00

Int. on \$800.00 say fr. 1. Jan'y. 1830. to 20. Sept. 1841 562.00

Rent of the 15 acre field @ \$1.00 pr. acre, each year
from 1. Jan'y. 1829, for 4 years 3 60.00

Int. on each year separately, makes in all to Sept. 1841 78.82
1500.82

The Clerk & Master took testimony upon the waste of timber and
rent of land, and makes the above statement from the proof
produced before him by the defendant. But not understanding
the interdictory order to definitely require a report on that
subject, he respectfully submits the result of his examination
to the consideration of the Court. Shewing that result to be
\$1500.82, independent of the items embraced in the recapitulation
and the result therefrom deduced -

J. Christy Clerk

Winton and Moore
Agts.

Henry A. Cole } The Chancellor at the March term 1843
of the Chancery Court at Clarksville having referred this cause
again to the Clerk and Master for a report. J. Philander
Christy Clerk and Master of said Court, would respectfully
state that he have reviewed my former report and submit the
following as the result of such review -

1. Charge the Exrs. with the amt. contained on pages
1 & 2. of the report to Sept. term 1841 \$1234.61

Deduct Bank Stock 14.50 & interest
thereon to 15. March 1841 2.04 17.54

Deduct also the Value of the timber as it stood
on the land, say 19 acres @ 17.50 pr. acre 32.50
leaving as a charge on the Exrs. the sum of 350.04

884.57

2. Now charge the Exrs. with the Value of the
timber cut off the land say 19. acres 3

600.00

3. Rent of the 15 acres for 4 years from 1. Jan'y
1829 @ 1.00 pr. acre, each year 60.00

Int. thereon to 20. Sept. 1841 each year separately
estimated, by way of int. 78.82

138.82

For the Value of the timber and rent of
fields see former report, to Sept. 1841
page 10 & the disposition of C. A. Chace -

4th Next Charge the Exrs. with the amt. on page 3. of said
former report, being for sale of land, therein set 3

2711.06

5. Next Charge the Exrs. with House Rent as shown
page 6. of said report 1346.72

\$5481.17

The Clerk and Master Credits the Exrs. as follows -

1. With the Credits contained on pages 4 & 5. of his said
former report, which credits they are entitled to in
the payment of debt against the estate of J. H. Cole (except
Voucher No. 2, near the top of page 4, for \$275.00 and
int. 342.18 - in all 717.18 and Voucher No. 3, near the
foot of said report, M. A. Martin's acct. for 264.25 and
int. 124.52 - the two sums & int. \$1105.95 -

2571.40

2^d Credit the Exrs. by disbursements for improvements put upon the lots in Clarksville. See said report page 6 -

776.33

3^d Credit the Exrs. by the balance on the Bank account
See Statement of Robert Targuashawson, on a
Settlement to E. Sept. 1839
Int. to 15. March 1841

\$266.57

24.66

293.03

4th Credit the Exrs. by 1st item on page 9, by note

paid C. Johnson & Co. July 1826

\$137.00

Int. fr. 1. July 1826 to 15. March 1841

120.94

257.90

5th Now Credit the Exrs. with 5 per. Ct. Commissions
on the amt. by their disburse, say \$3918.96 3

195.94

\$4114.60

The foregoing Contains a Statement of the debits and Credits of the Executors, exclusive of the board and tuition of the defendant
W. A. Cole & Shurs a balance against the Exrs. of \$1366.57 -

The Clerk and Master, now makes a Statement of the board and tuition account of W. A. Cole, while with the Complainant
Hinton. See page 7 of former report -
& a Shoemaker bill & interest to 15. March 1841

\$971.04

5.77

976.81

The improvements on the land are proved by S. A. Thice to be worth
\$200.00 - See his deposition - but the Clerk declines admitting
it as a credit in the Statement of the account and respectfully
refers to what he said on that subject, in his former report, page 10.

Respectfully Submitted,
J. Priestley, Clerk

Peter H. Cole's Will.

In the name of God, Amen I Peter H. Cole of Montgomery County and State of Tennessee, do Will that my Executors ~~to be~~ hereafter to be appointed, do proceed to sell, at my death, my Forked Deer tract of land and twenty five acres of my Old River tract of land, so to be divided as not to interfere with the ferry thereon, and also so much of my town lots, at the discretion of my Executors, as will be sufficient to satisfy my just debts. It is further my Will and desire that twenty five feet of the South end of my lot be deeded to the Mayor and Aldermen of the Corporation of the town of Clarksville, for a Street or Alley.

I give and bequeath to my wife Nancy the House wherein I now live and so much of the lot whereon I now live, including the yard, garden, wood lot and Stables as will make three fourths of one acre, during her widowhood, but in the event of her intermarriage, the above mentioned lot of ground to be equally divided between my wife Nancy and her Son Henry Anderson and at the death of my wife Nancy, the half of said lot, so retained by her to revert to our Son Henry Anderson or his legal heirs.

I further bequeath and give to my wife Nancy all my household and kitchen furniture and stock of every kind under the above conditions and restrictions.

I give and bequeath to my Son Henry Anderson, all my other lands, lots and interest to me in any wise belonging or legacies to me hereafter to arise, and also my patent Lever Watch.

I give and release to my wife Nancy such Slaves as I receive by her and their increase, they being property with which I will not intermeddle.

It is my Will and desire that all rents, profits or money in any wise arising from my lands and lots be appropriated to the support of my family.

I hereby nominate and appoint

My wife Nancy, guardian to my Son Henry Anderson -
I further nominate and appoint Peter H. Marr
and John H. Hinton executors of this my last Will and
Testament - Given under my hand and Seal this 10th

Day of August 1823 -

In presence of
Mary H. Minor, Surat
Ann E. Marr - Surat -

Peter H. Cole (Seal)

✓ Peter H. Mann &
John A. Hinton
Executors of Peter H. Cole's Estate
vs
Henry A. Cole

1
This Cause came on for
hearing the 27th day of March
1838 before the Honorable
Justice Brown Chancellor upon
Bill answer and Application

It is ordered by the court by consent
of the party that this cause be referred to the clerk
& master that he hear proof all the matters of
account between the parties making all parties all just
allowance and that he make his report to the next term
of this court unless which time all other matters are reserved

Hinton & Mann Decree 27th September 1839

vs
Henry A. Cole Be it remembered this cause came
on to be heard whereupon it appearing
to the court that the report heretofore
ordered in this cause is not made It is therefore ordered
adjudged and decreed by the court that the order to take said
report be removed and that said report be taken at
Clarksville and that the Plaintiff herein have leave to
take the deposition of P. H. Mann one of the complainants
in the cause as the claim of said Hinton for board
and tuition of said Henry A. Cole subject to exception

Cole's Executors Decree Sunday 3rd March 1841

vs
Henry A. Cole Be it remembered that this day this
Cause came on before the Honorable
Andrew McCampbell upon the Exception
of the defendant to the report of the clerk and master
and argument being had thereon by counsel and by
the court fully understood - It is ordered and decreed
by the court that the exception be sustained and
that the report be set aside and the court doth further
order and decree that the clerk and master take an
eye on view, on the testimony in this cause showing
what effects came to the hand of the Executor under the Bill

of Peter A. Cole what property was sold by them to pay the
debts and the balance thereof at the time of the sale allowing
the Executors all just and legal credits by way of Disburse-
ments made by the Executors for the use and benefit of the
said Henry A. Cole including his Board and Cloathing the
Necessary Expenses for improvements on his house and lot
in Clarksville allowing the said Henry A. Cole a
credit for the rent of the house and lot in Clarksville
for rent of farm and for any timber that may have
been cut and sold or injury that may have been done
to the land by virtue of any lease or leases that the execs
may have given on the land all other questions as to right of
parties are reserved for argument until next term of
this court and that he further report and show by his
Ape the rent of the house and lot and the improvements
made by the Executors on the house and lot separate and
distinct from other charges and disbursements and
an application of Complainants and by consent of the
Defendants this cause is Transferred to Clarksville

Hinton & Mann Executors of P. A. Cole - 26. March 1842

vs. Henry A. Cole

Be it remembered that this day this
cause came on for final hearing
before the Honorable Andrew McCamp-
bell upon the Bill answer Replication and proof
and the except to the report of the Clerk & Master
filed Which after full argument by the Counsel
the Court do purpose to order adjudge & decree that
the complete bill be dismissed without prejudice and
that they pay all the costs of this proceeding and that
execution issue as at law and the Complainants pray
an appeal to the next Supreme Court at Nashville
Which was allowed upon bond being entered into with
Security according to law

25 March 1843 -

Hinton & Mann
vs
A. A. Cole & Master under the former Orders for
Arrest -

This day by the Consent of the parties
the Cause is referred back to the Clerk

23^d Septe. 1843

Hinton & Mann vs

vs
Henry A. Cole
& Master

Be it remembered that this day this cause
came on before the Honorable Andrew
McCampbell upon the report of the Clerk
with the Exceptions filed on the part of

Complainant & the Defendant and the Court has chosen to allow
the Exception of the Complainant to the Report No 2, 3, 5, 7 & 8

With the Exception of costs costs of \$ 315 and interest
and Philip's Purchase of one hundred & ten dollars & interest

and the Court further allow the exception of the Defendant
filed No 1, 2, 3, 4, 5, 6, 7, 8 & 9 No 3 is a full set off against

the Charges of Slavery the other Exceptions on the part
of the Complainant it is by the Court disallowed From

all of which it appears to the Satisfaction of the Court
that the Complainant have no ground for a Bill in Equity

against the heir of the said Peter A. Cole having received
from the estate a larger Sum than there was paid out

for said Estate or property Expended and the Court
further order and decree from the fact that the one

half of the rent of the house & lot named in the report
and excepted to by the Complainant be a full compen-

sation for the Board & Schooling of the Defendant Cole
by the said John A. Hinton. It is therefore ordered adjudged
& decreed by the Court that the Complainants bill be

Dismissed and that they pay all the costs as at law
And the Complainants may have Appeal to the next Supreme
Court which is granted on Condition they enter into bond and
Security in twenty days from this time -

Hutton & Mass This Cause came on to be heard
on an Report of Clerk & Master and the
Henry Cole Exceptions filed to it by the Complainant
Defendant and on argument the Court allow the
Compt's & exception to the Report to the Item of \$600
for Good Cut off the land of Henry Cole Instead of which
it should be \$330.50 & the value of the timber standing
on the land the Court further allow the third Exception
of the Complainant to the Report of Clerk & Master
that the Complainant should be charged only for the unto
and profits of the House and lot in the town of Clarksville
The Court further allow the 6th Exception of Compt's
they should be allowed a credit for the amount of Cash
& Woolfords judgement & interest amounting to
Dollars and as the Exceptions 1 & 8 the Court determine
that the Complainant shall have a credit for the whole
of the amount of Carr Johnsons Receipt of 8 July
1826 except the Item of \$375. Costs Receipt & the
Item of \$100. Paid by Philips

Exceptions

Voucher No 8 Some Cost
Spelling Receipt No 23 And Minor paid this and had
The judgement transferred to her
Lewis & King etc No 2 Credit after the death of Cole
Paid in 1827 & proven in 1831

And Minors note No 22. no Credit of payment
Chas Bailey Just 80. See about the interest on this
Claim & thus Sam Lyons Receipt No 9. is Wrong in his
Receipt and deposition

The Courts judgement paid Just Confessed and
is charged \$100 too much
The Clerk and Master makes an allowance to the Executors
for their trouble & Expenses Which he should not have
done as they are Defendants—

Shinton & Man vs Cole Defendants exceptions -

The Clerk and Master has allowed compound interest on the Bank debt which is wrong

Defendants Exceptions

Willie D. Johnson the Defendant in this cause and the Guardian of Henry A. Cole on Inquest Expts to the Clerk and Masters report filed and for reasons assigns the following

The Clerk & Master Charges the Estate of Peter A. Cole with the balance due the Executors as for advancements made by Little Mount both Commissioners appointed by the County Court \$1188.73 which Settlement is wrong in this

The Commissioners allowed the Executor a Credit for many other articles Exhibited in said account which was purchased long after the death of the said Peter A. Cole & which they had no power to do according to law -

They have charged the judgment of Foster against Coles Executors when the papers show that Mr Minor paid Fosters debt and they have at the same time charged Mr Minors debt

They have charged the judgment of Foster and the judgment of Jackson against Coles Executors when they were satisfied by a Compromise of a judgment in favor of Carr Johnson for the same debt and they have at the same time charged the judgment in favor of Carr Johnson

They have charged the Estate with improvements made on the real estate which as the Executors they had no power to do under the Will

They have received Credits for Vouchers which are not proven or receipts

They have received Credit for judgments as appears from the Settlement without any papers being filed to show the same only making a reference to a certain Doct that which was not before the Commissioners and which is not read before the court They have charged the Infant Ward with a private account of John H. Shinton for board & tuition

of \$932. 31 at the same time giving him a credit of \$119. 33
 for the rent of the house which they could not do in the year
 1837 when the proof shows expressly that John H. Antonsen
 to said and shoot him for nothing owing to relationship
 If his Step Father would clothe him (see the Deposition of Jordan &
 wife) The Clerk and Master disregard this proof & report on
 promises extracted from the Defiant by the complainant neglecting
 entirely to call upon the Defendant who was the guardian and
 by him authorized to settle with them - I am an owner
 thus errors apparent upon the face of the report & settlement
 which will be shown to the Court and for these reasons Defendants
 property account may be set aside

W. B. Johnson Defendant

(Exceptions of Complainant)

Hinton & Mann

vs

St. A. Cole

Complainant excepts to the report of the
 Clerk & Master in the following facts viz
 Complainant should not be charged with \$330³² for
 timber cut off land claimed as theirs no proof showing
 and if cut that it was worth more than the claiming the land
 for which no charge is made

- 2 They should not be charged with the rent of the house and lot
 as by the Will Mr Cole ^{was} entitled to the same for life & yet
 living
- 3 They except to the report because it does not make the
 settlement with the County Court the basis of the report or
 proper point evidence & for not allowing them all the disburse
 ments in said report allowed and Surcharge or forfeited
- 4 They except to the report for not allowing Jno. J. Hinton
 Bill for land and Suction &c if Defendant as the same is
 reasonable and the Defendant had the benefit of them.
- 5th They except to all the charges against them as unsuppo
 rted by proof
- 6 Except to the Charge of Interest Cook & Sherry
 on the receipts before the expiration of two $\frac{2}{3}$ for complete
 years from the Qualification

Sherry & Cook

Man & Hinton
Henry A. Cole

The defendant excepts to the report of the Clerk & Master for not allowing them credit for all their disbursements according to their settlement with the County Court to which they refer as a part of this exception there being no proof falsifying any of the said items of Disbursements

2 They except the charge for timber cut off 11 acres of land the timber was cut in clearing the land under a lease or license and the proceeds were not received by the Executors but by the tenant for whose improvement of the land for exceeded the value of the value of the wood. The Executors in making this lease acted bona fide for the good of the Estate for no personal benefit the lease & occupation must have been personally approved of by the guardian Mr Cole who never set up any objection to the lease but must have approved it - This charge is \$332.50

3 they except to the charge of complainants in favor of H A Cole the defendant. With the whole of the lower rent as by the will of his father he is only entitled to one half and from this half the Clerk & Master should have deducted the board & schooling bill of defendant in favor of Complainant Hinton as the will expressly requires the rents to be applied and as it is proven by Mr Gordon the guardian of defendant that this was the contract and understanding between him & Hinton at or about the time that he went there to school. In his deposition J. M. Mann swears the account just and fair and that the defendant his step father & mother all acknowledged the justice of the account and visited it settled and paid and the defendant so directed his attorney Mr Johnson who has seen purpose to disobey his instructions & cause this unpleasant controversy between the best of friends

They except to the charge of \$500 the value of the wood sold by Jince the tenant which he cut in clearing the land under his lease This 500 dollars is 50% of Jince as the value of the wood when cut & hauled to the river and not the value of the wood standing on

the land - The Clerk has before charged him \$332 for
this same bond & to cap the charges there 200 will
for valuable improvements put on the land and interest
on the two sums of \$532 -

They also except to the charge of rent of the 15 acre field
during the low interest &c -

They except to the report because the amount of the calls &
payments to the Old & New Bank are not allowed as contained
in the account then of field marked C. & which were also
allowed in the settlement with the County Court.

The Clerk should have allowed the amount of bond tolls & bond
judgments & ascertain the same being paid Rich Constable
John A. Hinton see Voucher No. 5

The Clerk and Master has not allowed the amount of Car
Johnson's receipt Voucher No. (2)

Defendant's Exceptions

The Defendant excepts to the Master's report as follows

1	Voucher No 7	Mills Fowles acc	33.37
2	"	" 4 John L. Person Receipt	47.60
3	"	" 13 Samuel Guss Receipt	204.13
4	"	" 23 Hulwig Receipt Fortingright	205.36
5	"	" 8 James McEllis acc \$63.50 allowed	
6	"	" as to all except \$11.10	51.88
7	"	" 2 Lewis & Kings acc	24.56

8 The Executors ought to be charged with sale of negro
Eoster & interest the sale \$3.15 -

9 the Executors should be charged with the value of
property purchased by Phillips \$100 & interest

10 the Bank debt is charged twice the charge
should be C Johnson Recd see No 3 & 4

W. B. Johnson

Complainant's Exceptions

Shinton & Mann & Cole

In this cause the Complainant puts the following exceptions to the Report of the Clerk & Master made to the Sept term 1843

- 1 Because he did not allow Complainant all their disbursements according to the Settlement with the County Court to which they refer as part of this exception their being no proof of paying it or any of its items
They except to this charge for timber cut on the 19 acres of land because it was cut in clearing the land under a lease and the proceeds were not received by the Execution of the Tenant these improvements on the land increased the value of the wood and on no account should the charge of \$800 - be allowed for this is the price of the cord wood sold for by the tenant & not the value of the timber standing on the land The Exrs in making the lease acted in good faith for the good of the Estate & for no personal benefit - The lease must have been made with the approval of the Guardian Mr Cole who now objected to the lease
- 2^d They except to the charge against them of Whol of House rent in favour of Mary Cole as by the Will of his father he is entitled to one half and from this half the Clerk and Master should have deducted the School Bill of Sept in favour of Complainant, Shinton as the Will expressly requires the rents to be applied See also the Deeds of Mrs Jordan & Wife & P. Mann all of whom for this account of Schooling to be paid
- 3^d They except to the charge of Rent 15 ac paid during the lease and interest
- 4th They except because the amount of the calls & payment to Ode & Mrs Banks are not allowed as credits in account
A & never was allowed in settlement with County Court
Because they refused a credit for Sante & Wood for Rs Judgment which was paid to him the Constable

See Voucher No 5-

- 7 Be cause they are not allowed the amount of Cash Johnson Receipt Voucher no 3
- 8 Be cause they refused Credit for Voucher no 2 as assigned in the report for \$3.75 - Interest and also for A Martin Receipt Voucher no 3 for \$25.25
- 9 Interest there two Making the Sum \$11.05 - 75 -
See C. Johnsons & A. Martin Receipt
- 10 Be cause they are refused a credit of \$200 with Interest for improvements put on the land
- 11 Be cause they are charged on page 1 & 2 of Report the Sum of \$884.57 cents and on page 3 with \$2711.06 does and the only Evidence of this indebtedness is stated by the Clerk Master to be the Settlement with the Commissioners of County Court
- 12 I yet allows and refuses to make said Settlement the basis of said report in favour of Exrs He makes it the basis of said report against him I regret it in their favour
- 13 Be cause they do not understand that the Clerk and Master has audited them with the board & sanction of H. A. Cole but only makes a statement of it. This sum is \$1976.81
- 14 Be cause he refuses to allow them \$30.00 the Receipt of J. N. Johnson dated May 1832
- 15 Be cause he refuses to allow them credit for 3 judgments 74.61 cents each paid by them
See C. Johnsons Receipt
- 16 Be cause he refuses to allow them credit for 100 Dollars paid by Philips
Be cause he has allowed them nothing for clearing the land under the lease

State of Tennessee
Montgomery County ³ Philander Priestly Clerk and
Master of the Chancery Court at Clarksville in the State of
Tennessee, Certify the foregoing pages to contain a full,
and fair transcript of the Bill, Answer, Replication,
Depositions, Reports and the exceptions thereto, decrees and
other papers transcribed in this record, as the same are on
file and of record in my Office in the Cause of John H.
Clinton and Peter A. Mann Complainants against Henry
A. Cole by his guardian Willie B. Johnson defendant -

L. E. A. L. S.

In testimony whereof I the said Philander
Priestly have hereunto set my hand
and affixed my private Seal, having
no Seal of Office, at Office in the
Town of Clarksville the 12th day of
January 1844 and the 6th Year
of American Independence -
Philander Priestly

This transcript 3010 words @ 10¢ pr. 100. words \$30.10
Certificate & C. 1.00
\$31.10

I hereby authorize & empower Francis B. Goff
to sign my names and affix the seals for me
to a bond for a writ of error in an equity cause
from Clarksville for Hinton & Mann vs Cole & Sherr.
I am security for Hinton & Mann. Witness my
hand and seals this 29th January 1844.

Test

J. P. Clark

G. H. L. Mann 

Know all men by these presents, that J. G. W. L. Mann, amiable and
jointly bound unto St. A. Cole & Sherr, in the penal sum of Two hundred & fifty
dollars, which sum well and truly to be paid, the bond myself and
heirs &c. Witness my hand & seal this 13th Feb'y 1844.

The condition of the above obligation is such, that when
by Petition of one Hinton & Mann, of St. A. Cole & Sherr Green
Esq. one of the Judges of the Supreme Court of Errors & Appeals of the State
of Tennessee, has obtained an order to the Clerk of the Sup^r Court, at
Clarksville, for writ of Error & Supersederas, to issue & bring up from the
Chancery Court at Clarksville, the a^o cause, for rehearing &c.

Then if the said Hinton & Mann, shall well and truly
procure said writ of Error & Supersederas with effect, & in case
of failure then, to pay all such costs as shall be decreed by
the Supreme Court, against them for unskillfully suing out said
then this obligation to be void, else to be & remain good & valid.

Peter M. Mann 
F. B. Goff

G. H. L. Mann 
F. B. Goff his atty.

Pro. H. Weston & T. Ch. Mear

Transcript
Henry A. Cole

July 13th January 1842

7th Circuit
Recorded in Books No 3 from page
20 to 28

Appended
Recorded in Books No 3 from
page

No. 0 MT

To the Clerk of the Supreme Court at
Machris.

Let writ of Habeas
corpus issue as follows for by Complain-

-ant, on their giving bond & security to the
Court, to pay all costs, or failure to present the
same on ex parte. 12th Feb. 1842

Wm. Lloyd

To the Honorable Nathan Green one of the
Judges of the Supreme Court of Errors and Appeals
for the State of Tennessee

The Petition of Peter St. Maus

executor of Peter H. Cole deceased, and
Hinton administrator of John H. Hinton deceased who
was one of the executors of said Peter H. Cole respectfully
shew to your Honor, that in the records and proceedings
herewith filed of Hinton & Maus executors of ^{said} ~~an~~
John H. Cole, there is manifest error in this, That
the settlements made in the County Court by Commis-
sioners ought to have been received as the basis of
the settlements subject to be amended and falsified,
and not wholly disregarded, the act of 1822 making
said accounts settlements prima facie evidence.

2. That they are charged for the value of timber cut
on the Land which was by them bona fide leased
and allowed nothing for improvements
3. That the Court erred in overruling the exceptions filed
by the said Complainants in the Court below.
4. That after sustaining and overruling exceptions, the
Court should have referred the cause back to the Clerk
below instead of dismissing the Bill.

They therefore pray a writ
of error & supersedeas to said decree & the execution

upon giving security for costs and damages &c.

F. B. Joffe for
Printers and Mass agents.

Hinton & Mansfield
as Petitioners,
Henry A. Cole

Hilton & Mann }
} Final decree
Henry A Cole }

Be it remembered that on this day viz. the 7th day of February 1845
this cause came on to be heard before the Honorable Nathaniel Greene
William B Kerr & William B Lusk Judges of the Supreme Court upon
the Transcript of the Record of said cause from the Chancery Court at
Clarksville from which Court said cause was brought by writ of error
to this Court. When the Court being satisfied that there is no error in the
decree of the Chancellor in the final disposition of said cause. It is
thereupon ordered adjudged & decreed that the decree of the Chancellor be
in all things affirmed, the bill dismissed & that complainants pay the
costs of the cause in this Court & in the Court below & that execution
issue as at law for the same.