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These proceedings had in the Chancery Court
at Clarksville at the April term 1846 between W.
W. Outlaw Compt. & Wm. Morris Exr. def.

To the Honorable the Chancellor of the Western Division
of the State of Tennessee in Equity sitting
at Clarksville

Humbly Complaining your Pleator Wright W. Out-
law of the County of Stewart and William
W. Outlaw of the County of Montgomery
Would most respectfully represent to your Honor
That sometime in November 1840 one William
Morris as the Executor or as the adm. of Wil-
liam Morris advertised and sold a Certain
Tract of Land lying in Stewart County on the
Waters of Wild Cat Creek the particular metes
and boundaries of which I cannot now be shown
to the Court but he will in due time produce
the same. He Would state to your Honor
That at the Sale made by said Morris your
Pleator Wright W. Outlaw became the purcha-
ser, for the sum of One thousand and two
Dollars for four hundred Acres, it being pur-
chased at the rate of two dollars and fifty
and one half Cents per Acre, Your Pleator
Would state to your Honor That at the
time of the Sale or a short time thereafter
he executed his notes according to the
terms of the Sale with your Pleator Wm W.
Outlaw as his security. He Would state to
Your Honor That some time in Febry after
the purchase he moved upon the Land and
took possession thereof under his purchase

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not thinking for one moment that there would be
any or the least difficulty as to the quantity of
land or as to the title of the land. But your
Clerk would state that since the sale of the land
and the purchase by your Clerk they are
informed and believe that one John Pemberton
in right of his Wife now sets up claim to the
one eighth part of said land as one of the heirs
of William deceased. That your Honor
may more fully understand the whole matter
and see how your Clerk has been imposed
upon he would state that on the death of
said William, one Randolph be-
-came the purchaser of all the interest of
all the heirs except the interest of Peggy
William one of the heirs of said
William. That upon this purchase the said
Randolph sold the land to one L. O. Bre-
-den and said Bredden sold or exchanged
land with one William Burns, the brother
of the said William Morris from whom
your Clerk made the purchase and from
whom he took a bond for the title which
will in due time be produced and shown to the
Court, your Clerk is now left in this situation
He became the purchaser bona fide of the
land at the rate of \$2. ⁵⁰/₁₀₀ per acre and
executed his notes therefor to the said Wm
Morris, his 3 several notes for the sum of three
hundred and thirty four dollars and deliver-
-ed the same. These notes, he would state

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to your Honor was divided and your Orator executed
his note for a small amount to said the Con-
-viction of the parties but being for the same pur-
chase money for the land. On this ground he
took possession of the land as before stated
and is now in the possession. But he would
state to your Honor that at the time of the
ground he had not the least idea that
the said Morris had not the full power
and authority to sell the whole of said
land and has since that time often prom-
ised to procure the title of the said land
in right of his wife but has failed
as yet to do so. But instead of the said
Morris using exertion to get the title of the
said land so as to comply with his
bond. He is now enforcing the collection
of the money from your Orator and has
actually brought said on four of the notes
two of which is now pending in the Circuit
Court of Stewart and the other two he has
lately obtained judgement against your
Orator before James Wilson Esq. for the
sum of Three hundred and forty dollars
which will be enforced against your Orator
unless your Honor will enjoin them
Your Orator would state that at the time
of the sale he purchased as to much by
the acre, and it was so understood at
the time of the execution of his notes
between him and the said Morris although
the bond calls for four hundred acres.

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more or less, since which time your Orator is
informed and believes that some 20 acres is
deficient which would make a difference
of some forty five or fifty dollars, with your
Orator a sum too large, ^{to lose} to lose. In tender
consideration whereof and in as much
as your Orator is remediless according
to the strict rules of the Common Law
and Law only obtain relief in your Honorable
Court where matters of this sort are properly
triable, to the end therefore that Justice may be
done he would ask of your Honor that the
said William Morris may be made defendant
to this bill, that Copies and Subpoenas may
issue and that he be compelled to answer
And may it please your Honor to grant
him an injunction restraining the said
Morris and all others from further proceed-
ing on said judgments on two of the
notes before Esquire Wilson amounting to
about the sum of \$340. Also he would ask
of your Honor to enjoin the further proceed-
ing on the suits at Law now pending
in the Circuit Court at Miami on two of
the notes amounting to about \$368. dollars
all of which are now pending in the name
of William Morris as the debtor of said
Wm Barnes, and will be enforced again-
st your Orator, at Law unless your Honor
will interfere and stop such unjust
proceedings. He would state that so soon
as the title to the land is free and

— unencumbered and a proper deduction made
for the deficiency, he is ready to pay the money
according to Contract. But, he thinks it un-
just to pay his money when the said Morris can
not make him a title, nor can he do so unless
he quits the Claim of the said Parchment and
Wife who represent one of the shares in the
estate of the said Williams.

He would state to your Honor that since his
separation from the said Morris the said Parch-
ment and Wife have commenced their action
of ejectment against your Orator and has
actually recovered a judgment against
him for possession. He would pray for all
such other relief as his Case may require
and he will ever pray

State of Tennessee
Montgomery County } This day personally appeared
before me M. A. Martin Judge W. W. Outlaw
and makes oath that the facts stated in this bill
as of his own knowledge are true, and those
stated on the information of others he believes
to be true

To the Clerk and Master of the Chancery Court
at Clarksville

On bond and security being given according
to law let Writs of injunction and subpor-
na issue restraining the collection of the
judgments in this bill mentioned

July 18 1843

M. A. Martin.

Judge &c

Filed 19th July 1843. Christy C. W.

Supplemental Bill

To the Honble Andrew M^cCampbell Chancellor of the West
and Division of the State of Tennessee in Equity sitting
at Clarksville

Humbly complaining your Honor Wright W. Out-
law a Citizen of the County of Stewart and State
of Tennessee and Wm W Outlaw a Citizen of the
County of Montgomery and State of Tennessee
Would most respectfully represent to your Honor
that on the 9th day of January 1845 they filed
their original bill of injunction in the Chan-
celry Court at Clarksville State of Tennessee
Against William Morris in which among
other things they stated that some time in
November 1840 one William Morris as the
executor or as the adm^r. of Wm Barnes adver-
tised and sold a certain tract of land lying
in Stewart County on the Waters of Wild Cat
Creek the particular meter and bounds of
which cannot now be shewn to the Court
but that they would in due time produce the
same, that at the sale made by the said
Morris your Honor Wright W. Outlaw
became the purchaser for the sum of
One thousand and two dollars for four hun-
dred Acres it being purchased at the rate
of Two dollars and fifty and one half cents
per Acre, that at the time of the sale or shortly

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Thereafter said Wright executed his notes according to the terms of the sale with your Orator
Wm W Cutlaw as his security. That some time
in February after the purchase said Wright
moved upon the land and took possession thereof
of not thinking for an moment that there would
be any or the least difficulty as to the quantity
of acres or as to the title of the lands and the
possession of the said Wright. They are informed
and believe that one John Parchment in right
of his Wife now sets up claim to the one eighth
part of said land that your Orator is left in this
situation. he became the purchaser bonafide
of the land at the rate of \$2.50²/₁₀₀ per acre
and executed his notes with said Wm as security
therefor to the said Wm Morris he gave
several notes for the sum of three hundred and
thirty four dollars and delivered the same. That
these notes were divided and your Orator executed
their notes for a small amount to suit the
convenience of the parties. That at the time of
the purchase said Wright had not the least idea
that the said Morris had not the full power
and authority to sell the whole of said land
and has since that time often promised to
procure the title of the said Parchment in
right of his Wife but has failed as yet to
do so. That said Morris instead of making
exertions to comply with the bond which he
had executed to your Orator for the title to
the land, he is now trying to enforce the collec-
tion of the money from your Orator. That at

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the time of the sale said Wright purchased at
so much by the acre and it was so understood
at the time of the execution of his notes between
him and the said Morris altho the bond calls
for boundaries more or less since which time
your Orators are informed and believe that some
twenty acres is required to make the number
of acres which he supposed he purchased
which would make a difference of some forty or
fifty dollars with your Orators too large a sum
to lose. The bill then prays that said Morris be
made defendant to the said Original Bill and
be compelled to answer and etc etc prays an
injunction of the Court restraining all persons from
proceeding on the judgments, which the bill
states had been rendered against your Orators
on the notes to the amount of three hundred and
forty dollars which had been given for the land
aforesaid. Your Orators would further represent
to your Honor that said bill aforesaid is
still pending in the Chancery Court at Clark
ville and that no final decree has been render
ed in the cause. Your Orators would further
represent to your Honor as a supplement
to their aforesaid Original Bill that at the
last term of the Circuit Court for the County
of Stewart that judgment was rendered
against your Orators on the remaining two
notes which your Orators executed for the
lands aforesaid, at the time aforesaid
and that judgment was rendered in the

notes aforesaid to the amount of Three hun-
 dred and Eighty or four hundred Dollars
 and that the two notes upon which the
 judgments were rendered were given for the
 land, with the exception of fifty Dollars
 worth of Debt which was added in to
 one of the notes, upon the Considerations
 aforesaid and at the time aforesaid that
 is for the four hundred acres purchased
 of said Morris upon the Consideration
 and under the belief upon the part of
 said Wright that said Morris had a good
 title to the whole of said land and that
 from the representation of said Morris
 to him at and upon the sale that there
 was in the tract four hundred Acres
 Your Orators would further represent to your
 Honor that since his purchase from said
 Morris that said Plaintiff and Wife
 have commenced their Action of Ejectment
 against your Orator the said Wright and
 have actually recovered a judgment against
 him for the possession Your Orators would
 further represent to your Honor that said
 judgments will be enforced against
 your Orators unless prevented by the
 interference of your Honor
 On these Considerations thereof and in
 as much as your Orators are reminded
 according to the strict rules of Common
 law and can only obtain relief in your
 Honorable Court where matters of this

- matters are properly agreeable to the end
therefore that justice may be done they would
ask of your Honor that the said William
Morris may be made defendant to this
supplemental Bill that Devis and
subpoena may issue and that he be
compelled to answer and may it please your
Honor to grant them an injunction restrain-
ing the said Morris and all others from
further proceeding on said judgments
Your Honor would further state that
so soon as the title to the land is free
and unincumbered and a proper de-
duction is made for the deficiency
they are ready to pay the sum
according to Contract. Your Honor
prays that this supplemental Bill
be incorporated with and heard at
the same time that the Original Bill
is heard and they would pray for all
such other and further relief as the law
may require and they will ever pray
Johnson & Chan for Camp

State of Tennessee
Montgomery County 3
This day personally
appeared before me P. Priestly Clerk and
Master of the Chancery Court at Clarksville
W. W. Outlaw and made oath in due
form of law that the facts stated in this
Bill as of his own knowledge are true and
those stated on information he believes

- To be true

I sworn to and subscribed
before me this 12th day of Wright W. Outlaw
July 1843. D. Priestley C/M

To the Clerk and master of the Chancery
Court at Clarksville

On bond and security being given in the
penal sum of Eight hundred dollars
to Writs of injunction if so according
to the prayer of the foregoing Bill
this 12th day of July 1843

Filed 12th July 1843

D. Priestley C/M.

W. A. Martin
Judge H

Answer of Wm. Morris

The answer of William Morris the Executor
of William Barnes decd. to the Bill of
Complainant Wright W. Outlaw and Will-
iam Outlaw filed against him in the
Chancery Court at Clarksville. This Res-
pondent saving and reserving all the
benefit of exception to the Enm in the
Bill contained, for answer thereto or to so
much as he is advised is material for
him to answer. he says that as the Ex-
-ecutor of William Barnes he advertised
and sold the lands in the Bill and that
the Complainant became the purchaser
as stated in the bill Respondent denies
that Complainant Wright W. Outlaw

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was deceived or imposed upon in any way
the sale was fairly and bonafide made
and on the day of the sale and before
Complainant purchased he was informed
of the title to the one eighth part and
the arrangement that would be made
relative to it. he had a full knowledge
that Parchment and Wife ^{had} the better
title to that portion and it was agreed
before the purchase money was secured
by notes, that respondent was to pro-
cure the title and Parchment and
Wife agreed to take from respondent
the same price in purchase for which the
lands sold to Complainant. Respondent
states that he has purchased the interest
of said Parchment and he will be able
to comply with his bond for title Res-
pondent denies all fraud or that Compl-
ainant was deceived or imposed on
in any way relative to the sale but
that he had full knowledge of the title
to said lands. Respondent further an-
swering states that the charge in the
Bill that there is a deficit in the lands
and that Complainant purchased by the
Acre and that he was deceived and impos-
ed upon is not correct. Respondent states
that the land was sold for four hundred
acres or at so much per acre as the pur-
chaser chose, that if he was dissatisfied
the purchase could have it run out at his

the purchaser expended. Respondent states after
 the purchase at the request of Complainant
 and before the execution of the notes the
 deed was shown him, he expressed himself
 satisfied from the call that there was four
 hundred Acres of land of which fact your
 respondent had no knowledge save only
 from the Title papers, and representation
 in the neighborhood and of this Complain-
 ant was informed and he expressed him-
 self satisfied and executed his several
 obligations, for the purchase money
 and accepted the bond of Respondent
 for four hundred Acres more or less in pay-
 ment of the several obligations for the
 purchase money and respondent insists
 that Complainant decided to take the
 bond of Respondent with a full knowledge
 of all the circumstances for four hundred
 Acres more or less. That he is bound by and
 respondent relies upon this as though it
 were specially pleaded. Respondent can
 not state whether there is more or less
 than four hundred Acres in the tract. Res-
 pondent further answering states that
 he secured the several obligations of the
 Complainant as follows to wit. Three
 obligations for three hundred and fifty
 dollars each and 50 cents which were
 divided in smaller notes or obligations
 the last of which payments falls due
 21st November 1843.

We further state on the day of the sale the Complainant Wright W. Carter purchased other goods and chattels amounting to about fifty dollars for which he executed his note which was included in the obligations given for the land making in all about the sum of One thousand and fifty two dollars which Complainant executed his obligations for to Respondent. Respondent states that so far from trying to harass Complainant he is honestly trying to collect the demands of the Estate and pay the debts. The judgments were fairly and bona fide rendered and for the amount stated in the Bill. Respondent further answers that he is ready and willing to give the Complainant any further indemnity the Hon Court may require to make to the said lands on the payment of all the purchase money by Complainant Respondent denies all fraud and having fully answered prays the injunction be dissolved and respondent be allowed to collect his demands and that he be dismissed with his reasonable costs in this behalf so most inequally expended. That he for himself

State of Tennessee
Stewart County

3 This day personally appeared before me W. C. Jones an acting Justice of the Peace for the County aforesaid Wm Morris, ^{the respondent in the foregoing answer} who made oath that the statements in the foregoing answer were true to the best of

- his knowledge and belief

Given To March 6th 1843

William Morris

W. C. Jones S.P.

Filed 22nd March 1843

P. Croutley C.J.M.

Answer of W^m Morris

The Answer of William Morris Executor of William
Hanes Deceased, to the Bill of Wright W. Outlaw
and others exhibited against him as a Supple-
mental Bill in the Chancery Court at Clark-
sville

Respondent saving and reserving to himself
all the benefit of Exception to the many
errors and mis-statements in said Decreed
Supplemental Bill contained, for Answer
thereto or to so much as he is advised is ma-
terial for him to answer, he says that it
is true as stated in the supplemental bill
that Complainant exhibited that bill
against him to which bill his answer was
regularly filed to which your respondent
refers as his answer to that part of Com-
plainant's supplemental bill but your
respondent insists and relies upon it as
though he had answered thereto that the
matter charged in the Original Bill
and Supplemental Bill are distinct and
separate matters and the proper subject

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- of an original Bill as charged in the supplemental bill and that that the matter does not arise or are not connected with the original Bill heretofore filed and cannot be added by way of Supplement to the original Bill. The present further answering states that it is true as charged in the supplemental bill of Complainant that he recovered a judgment against them as charged in the Bill and for about the sum stated. But respondent denies that the notes upon which judgment was rendered were the only remaining notes he is still indebted for sale of said lands on 22nd November next two notes about \$318 dues to your respondent. Respondent states that on the day of sale and before the land was sold that Complainant was informed of the situation of the title and that Flackman and wife owned one eighth but that your respondent would purchase and procure that interest, and the Complainant purchased with a full knowledge of all the circumstances and executed his bonds to your respondent knowing the situation of the title and respondent has procured and purchased the interest of Flackman and wife in pursuance of the agreement and has a bond for title from them which he will exhibit on the final hearing immediately after the sale and purchase the Complainant took the possession of the said land and has had the undisturbed possession of the same enjoying the rents

and profits. It is true an Amicable Suit was
 commenced by Parchment and Wife against
 the said Complainants but with the under-
 standing that Complainant was not to be dis-
 turbed in the possession as it was deemed im-
 proper so to do to enable the administrators
 to recover on the Warranty and for the pro-
 tection of the executor and respondent,
 and respondent paid the Costs of said Suit
 Judgment, and the Complainants acquiesced
 in the arrangement, and had a full knowl-
 edge of it and he has never been disturbed
 in the possession, and the said Wright
 W. Outlaw has since the filing the Orig-
 inal bill, by contract with Parchment
 settled with him the said Parchment
 One hundred and Eighteen Dollars a
 part of his interest, for which your res-
 pondent has given the said Outlaw a
 receipt to be credited on the judgment
 first rendered, and respondent believes it to
 be inequitable and unjust that the Com-
 plainant should be permitted to keep
 the possession and refuse to pay any
 portion of the price of said land and
 respondent now offers to give the Vendor
 any bond or indemnity to make the Com-
 plainants a title on the payment of the
 purchase money and respondent insists
 that he should not be prevented from
 enforcing the collection of the same Eighties
 as Complainants do not seek to be relieved.

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from the Contract and he asks your Honor to dis-
solve the injunction upon your Respondent
giving bond and security or whatever indem-
nity may be required or that seven Eighths
of the Amount be dissolved. Respondent
further answering States that he cannot
say how much Land there is, he believes
there is four hundred Acres. but is willing
if the Hon Court shall believe from the bond
given by your Respondent that a deduct-
ion ought to be made as the bond calls for
more or less. Respondent States that on the
day of Sale the Land was sold for four hun-
dred Acres or so much less Acres at the
option of the Purchaser, and the Complain-
ant made enquiries expressed himself
satisfied and Executed his notes and
received the bond of respondent for title
and Respondent is amply solvent should
there be a breach of his Bond. Respondent
denies all fraud and Contention and
having fully answered all the issues upon
all the Defences as though he had speci-
ally Pleaded or answered them and
prays to be dismissed with his costs
Shackelford Kinis Solr

State of Tennessee
Montgomery County } This day personally
appeared before me J. B. Smithy Clerk and
Master of the Chancery Court. William
Morris the respondent in the foregoing
answer who made oath that the matters

stated in it of his own know ledge are true
and those on information he believes to be
true

William Morris

Subscribed and sworn to
before me this 16th Sept 1843

P. Priestley C. W.

Filed 22nd Sept 1843

P. Priestley C. W.

Depositions

State of Tennessee In pursuance of the Annexed
Stewart County Commission to me directed from
the Honble Andrew McCampbell the Court of Chancery
at Charleston in the State of Tennessee I have caused
to come before me at James M Lewis in the County
of Stewart in the State of Tennessee on the 9th day
of February 1845. James Wilson Esq. Thomas
W. Lewis. Henry Webb. E. O. Bruden James B
Bruden John Bruden. James M Lewis J. H
Marable, John Parchman, James Cummings
Miss Elizabeth P. Brinson all of Lawfully
Sworn in behalf of the Complainant in
a certain matter of Controversy in said Court
defending between Wright W. Cutlaw Com
plainant and William Morris defendant
who being first sworn upon the Holy Evan
gelists to speak the truth the whole truth
and nothing but the truth depose as
follows.

1st Quest by Plaintiff

Mr James Lewis, State how long have you been acquainted with the tract of land known as the Wild Cat tract of land on the north side of Cumbe land which said to have belonged to William Barnes Estate

Answer. Some Two years

Quest 2nd by same. Sir please state in what year William Barnes departed this life and further state when William Morris the Executor of William Barnes Estate sold said land

Answer. I think he died in the year 1840. I think he sold in the same year

Quest 3rd by the same

State in what year that Wright W. Cutlaw the Plaintiff in said suit went into the possession of said tract of land that he purchased from the said Morris called the Wild Cat tract

Answer. I think it was in the year 1841

Quest. 4th by the same

State what the rents were worth in that land

Answer. I do not know

Quest 5th by the same

State how much money was that plantation known as the Wild Cat land worth in 1841. 1842. 1843 each years rent

Answer I think 1843 it is worth about Twenty or Twenty five dollars as for the other two

- years I do not know what it is worth
 Just 6th by the same

State how many years did Wright W. Outlaw
 cultivate said land

Answer. Three years 1841. - 1842 - 1843

Just 7th by same

State how much was it worth to repair
 the house on the hill when Wright first
 lived in, and do you know he did repair
 said house or had it done

Answer - It is worth twenty or twenty five
 dollars and I do know that he did repair
 or had it done

Just 8th by same

State in what year you think he had
 said house repaired

Answer - I think in year 1841 or 42

Just 9th by same

State how much that house in the bottom
 on said tract is worth in the building and
 further state if the said house was not
 built by said Wright W. Outlaw

Answer - It is worth some thirty-five or forty
 dollars, and Wright W. Outlaw built
 and I hope to put it up

State what you think the timber is worth per
 cord the distance it has to be hauled to
 road on said tract

Answer - I think is worth some 7² or 8 cents
 per cord

Questions by the defendant

" First, Mr James Lewis Wagon as painted

- with the plantation above alluded to when
 when Wright W. Outlaw took possession of it
 and if so state whether it was in a good rep-
 -air when he left it or when he first moved
 to the same place

Answer - I think it was in better repair in 1843
 or when he left it

Quest 2nd

State whether you do think that the house
 that Wright W. Outlaw moved down near
 the river is an advantage to the place or
 not

Answer - I think it is

And further this deponent saith not

James M. Lewis

Mr J. H. Maunble deposes and says

1st Quest. by Plaintiff

State how long have you been acquainted with
 the tract of land called the Wild Cat
 tract and was supposed to belong to Wm
 Barnes in his lifetime on the north side
 of Cumberland River

Answer - I cannot say how long I have known
 it but for some years I suppose 8 or 10 years

Quest 2nd

State about the time and year that Wm
 Barnes departed this life and further
 state as near as you can when William
 Morris sold said tract of land

Answer - I attended William Barnes in his illness
 and think he died about the 6th Oct 1840.

— and further think that William Morris sold the above tract of land in the same year but cannot say, that is the best of my recollection, I was at the sale of the land
 Quest. 3rd by same

State in what year did Wright W. Outlaw get possession of the said tract of land
 Answer I do not know but suppose the year
 1841

Quest 4th by the same

State what the rents of said land was worth in 1841, 1842 and 1843

Answer. — From the knowledge of the place I have I should not suppose it worth more than twenty five or one hundred dollars per year

Quest 5th by the same

State if the year 1843 is not worth more than either of the other two years owing to the improvement &c

Answer — I cannot say

Quest 6th by the same

State how long did Wright W. Outlaw remain in the possession of said land

Answer I think three years 1841 — 2 and 3

And further this deponent saith not

A. Hart Mable

L. O. Brecken deposes and says.

1st Quest by Pltff

State how long you have been acquainted with the tract of land known as the Wild Cat tract of land on the north side of Cumberland

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- Land sold by William Morris, ^{as} the Executor
of Wm Barnes decd

Answer - I have known it for the last ten or twelve
Years.

2nd Quest by same

State in what time that Barnes died
and further state when did William Morris
the Executor of William Barnes sell said
Tract of land and who to

Answer - As well as I recollect he died in Oct 1840
and said land was sold sometime in November
following and purchased by Wright W
Outlaw

3rd Quest State what the rent is worth 1841, 1842
and 1843 of the said Tract of land that
Wright W. Outlaw purchased of William
Morris executor of William Barnes decd

Answer - I would consider under the Condition
the farm was in, one hundred dollars
hardly would be a fair rent.

4th Quest. By the same

State if the rent of 1843 is not worth more
than 1841 and 1842 owing to its being in
better Condition

Answer - I cant consider that they should
be any difference

5th Quest. by same

State what is the worth of repairing the
house on the hill and if the same was not
done by Wright W. Outlaw.

Answer - I do not know the worth of the repair

— so well as I collect he had the house removed
and some work done on the chimney. I sup
pose the job cost some 15 or 20 dollars
Qth quest by same

State how much is it worth to build the house
in the bottom and is not a useful house and
the same paid by Wright W. Outlaw

Answer — I would consider it worth 30 or 40 doll
ars to build the house but couldn't consider
any advantage to the farm more than for
a cow house or something so

Qth quest. by the same

State if you did not buy the said tract of
land of one James Randolph in his lifetime
and further state if you did not sell it the
said tract of land to William Barnes in
his life time if so state what kind of a
title paper you give the said Barnes in
his life time

Answer — I did purchase said tract of land
of said Randolph for which he gave me
a deed and said deed I transferred to
Wm Barnes deed

Quest. 8th by same. State if Elizabeth P. Brinson is
not the former wife of James Randolph deed
and the daughter of William William
the former owner of the said tract of land
and is considered an heir at law in said
land who has since married James H
Brinson and further state if she ever sold
her interest in said land to you or to any
one else,

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Answer - As well as I have been informed she
was the wife of James Randolph and the
daughter of William Williams and has
since married to sd James Brinson, as to
her conveying her title to me she never did
but appeared anxious I should purchase
of Mr Randolph as she was anxious to
move

Questions by Defendant

Ques 1st

Did not William W. Cutler claim this
tract of land that is now in controversy
about the rent of

Answer - He did not claim it as his own but
remarked he expected he would have it
to pay for, and if he could sell his he
would move to it
and further this deponent saith not
J. C. Breeden

John Breeden deposes and says

1st Ques by Hff

State if you are acquainted with the planta-
tion formerly owned by William Brinson
his lifetime and if so how long. Call it the
Wild Cat tract of land on the north side
of the Cumberland River when William
Brinson died on

Answer - I have been acquainted the above
mentioned tract of land some ten or fifteen
years

2nd Ques by the same

- State how much it is worth to put a good roof and repair the old chimney on the house on the hill when Wright W. Outlaw first lived and further state what it is worth to build that house in the bottom and is not advantage to the farm
 Answer - I do not know what the repairs of the house, on the hill is worth and the house in the bottom I think is worth about 20 dollars and I do not think it any dis advantage
 3rd quest by the same

State what the rent of said land is worth in the year 1841, 1842, and 1843
 Answer - I think it was worth seventy five dollars a year agreeable to the repairs

Further this dependent saith not
 John X. Brecken ^{his}
 Miss Elizabeth P. Brecken ^{mark} of lawful age depo
 sith and says

1st quest by the pl^{ff}

State Miss Brecken if you are not the daughter of William Williams the former owner of the said tract of land and further state if your father in his lifetime did not make a will leaving of his land to your mother during of her lifetime the wife of your father and then to be divided between the heirs to Wm. Lemmy Williams, Margaret, Alason Murry, H. G. Perkins, Symon. Elizabeth P. all are the heirs of said William Williams and dead

Answer - It is my understanding that I was the daughter of William Williams. further

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- he made a will leaving his land to my mother
her lifetime, and after her death to be sold
and the money divided between all the
lawful heirs is my understanding

2nd Quest. by same

State Mrs. Pinson if you did not marry
our James Randolph who formerly
owned the said Wild Cat tract of land
in his lifetime and sold said tract to one
L. O. Brecken

Answer - I did marry James Randolph
and he sold the said tract of land to L.
O. Brecken

3rd Quest. by the same

State Mrs. Pinson if Mr. Randolph in
his lifetime who did he buy the said tract
of land from and further state if your
sisters that is Maryant and Mary if they
did or not assign the rights to the said
James Randolph their interest in said
land before an examination of a Court

Answer - He bought the land from the heirs
except Maryant who was dead and I
do not know how Mary assigned her title

4th Quest. by the same

State the names of the husbands of Maryant, Caroline and
Mary and further state if above named sisters were not
married before James Randolph bought said tract of land
if so state it.

Answer. Benjamin Kelly was the husband of Maryant. Amos
Price was the husband of Caroline & William Parns was
the husband of Mary and they were married before Jan. 15

Randolph purchased the said lands
5th Quest. by the same

State Mrs Pinson if you ever assigned your interest
before an examination Court to said lands or in any other
way if so state it.

Answer. I never did but have at all times been ready to
make my title.

Question by the Defendant

Mrs Pinson I want you to state whether you have
the deeds from the different heirs of William Williams your father
except the one from Sister Margaret.

Answer. I have a deed from Jimmy Williams, Allison Williams,
William Barnes, W. S. Williams, Simon Williams, Caroline Price

Question by Plaintiff

State Mrs Pinson if those deeds above stated ever have
been recorded and further state if Mary Barnes your sister
ever made a deed or any conveyance of her interest in
said lands to James Randolph.

Answer. None, except Jimmy Williams and Mary Barnes never
assigned any deed as I recollect or made any conveyance,
further this defendant faith and

Elizabeth P. Pinson

Thomas H. Lewis deposes and Says
1st Quest by the Plaintiff

State Mr Lewis how long have you known the plantation
that formerly belonged to William Barnes estate

Answer. About fifteen years

2nd Question by the same

State what the farm is worth per year rent Day 1841
1842, and 1843,

Answer. I do not think it was worth more than one hundred dollars per year

3^d Quert by the same.

State what wood is worth by Coal on said tract of land and is not inconvenient to get?

Answer. I do not think it worth more than twelve and a half Cents per Cord, further this Depoant says not

Thomas W Lewis

The foregoing depositions of James W Lewis, L. O. Burdick John Burdick, J. H. Marshall, Elizabeth P. Pinson Thomas W Lewis were taken before me John Panchum an acting Justice of the Peace for Stewart County in the State of Tennessee at the place and on the day in the Caption mentioned and were written by the deponents and every self in my presence, the Complainants and defendants being present at the taking of the same, and I do certify that I am not agent, Attorney or Solicitor for either party, and that I am in no way interested in the result of said suit. Given under my hand and Seal this the 8th day of February 1845

John Panchum J. P.

for Stewart County

Bill of Cost

Justices fees	6.00		
Dep. James W Lewis 1 day	75		
Thomas W Lewis 2 "	1.50	2 firmages	25¢
Shirley Webb 2 "	1.50	2 "	25
Geo Wilson 2 "	1.50	2 "	25
E. P. Pinson 1 "	75		
J. H. Marshall 1 "	75		
L. O. Burdick 1 "	75		
John Burdick 1 "	75		
W. L. Burdick Const fees	1.25		
J. M. Kelly " "	25		

John Panchum J. P.

Filed 18. feby. 1845

John Pemberton deposes & says

1st Question by the Plaintiff

State in what year William Parns departed this life and further state the time that William Morris the executor of William Parns did sell the tract of land now in controversy to Wright W. Outlaw

Answer. William Parns departed this life in October the sixth 1840 and the sale took place in Nov. 20th in the same year. I was at the sale

2nd Question by the Same

State if Wright W. Outlaw did not go in possession of said land in year 1841 and further state if the rents of 1841 do not fall due 1st Jan'y. 1842.

Answer. Wright W. Outlaw went into possession in the year 1841 and the rents in Cash fall due the 1st of Jan'y 1842

3rd Question by the Same

State what the rent of said land is worth 1841, 1842 & 1843 for each year in Cash in the situation of said farm.

Answer. I would suppose the rents would be worth some money or one hundred dollars in Cash per year

4th Question by the Same

State what the timber is worth per Cord on said land for Steam Boat wood

Ans. I would suppose it worth five or six Cents per Cord

5th Question by the Same

State if you and wife did not sue Wright W. Outlaw on a bill of agreement for the right part of said land, and recover a judgment against said Outlaw for Cost and recover the right part of said land

Answer. I did sue Wright W. Outlaw on an agreement

a judgment for
and accounts and rights part of said lands and Cash
6th Question by the same

State if Elizabeth P. Emison is not an heir in said
lands and further state if your wife is also and further state
your wife's age

Answer. I would suppose that E. P. Emison was an heir
and my wife too being only nineteen years old.
Further this Deponent saith not

The foregoing deposition of John Buchanan was taken
before me James Willeson an acting Justice of the Peace
for Stewart County in the State of Tennessee at the
place and on the day in the Caption mentioned and was
sworn to by the deponent in my presence. The Complainer and
the Defendant being present at the taking of the same. I do
certify that I am not agent Attorney or Solicitor for either party
and that I am not in any connection in the course of said
suit. Given under my hand and seal this 8th day of
July. 1845

James Willeson J. P. for Stewart County

Bill of Cash

My fees for taking this deposition \$1-

Deponent's fee 75
Filed 16. Sept. 1845

Depositions of Walter Buchanan & Wm Buchanan Jr
State of Tennessee } In pursuance of the annexed Commission to
Montgomery County } me directed from the Hon. Andrew McCampbell
in the Court of Chancery at Clarksville in the State of Tennessee
I have caused to come before me at the House of Joseph Noland
in the County of Montgomery in the State of Tennessee on the
15th of March 1845. Walter Buchanan & William Buchanan

both of lawful age, witnesses in behalf of the Plaintiff in a certain matter of Controversy in said Court depending between Wm. W. Cutler Complainant and William Morris the executor of William Jones defendant, who being first duly sworn upon the holy Evangelists, to speak the truth the whole truth and nothing but the truth depose as follows.

Quest. the 1st by the Plaintiff to Wm. Buchanan Jr

State Mr Buchanan how many years that you and your father and Walter Buchanan cultivated the farm that Wm. W. Cutler purchased from William Morris and what years they were
Answer. my father cultivated said farm two years 1843 and 1844

2nd Quest. by the Same

State how many rails you and your father and Walter Buchanan split and put on said farm.

Answer. We split five thousand rails and the most of them were put on said farm.

3rd Quest. by the Same

State Mr Buchanan how much it is worth to cut and split and put rails on the five per Hundred

Answer. One dollar per Hundred

4th Quest. by the Same

State Mr Buchanan what it is worth to clear the old logs and briars and bushes out of the upper end of the bottom field that formerly belonged to Wm. W. Cutler. This farm that said Wm. W. Cutler purchased of William Morris

Answer. Ten dollars; and further this deponent saith not
William Buchanan,

1st Quest. by the Complainant to Walter Buchanan

State Mr Buchanan if you and your father William Buchanan did not arnt of Wm. W. Cutler the farms

that said Wright purchased of William Morris the Executor of William Davis dec^d and if so what years.

Answer. We rented the farm two years. 1843 from W. W. Cutlaw and 1844 from W. W. Cutlaw.

Quest 2^d. State Mr Buchanan how many rails you split and how split on said farm and further state if the said rails were not put up on said and what is it worth per hundred to split & put them up on said farm.

Answer. 3000 rails it is worth one dollar per hundred 3^d Question by the same

State Mr Buchanan if you did split those rails in 1843 the year that you rented from Wright W Cutlaw Answer I did.

4th Quest by the

State Mr Buchanan if you did not clear the logs and briars out of the fields at upper end of bottom if so what is it worth.

Answer. I did. It was worth two dollars and further the defendant shall not

Walter Buchanan
The foregoing depositions of William Buchanan Jr and Walter Buchanan was taken before me H. W. Fall an acting Justice of the Peace for Montgomery County in the State of Tennessee at the place and on the day in the Caption mentioned and was reduced to writing by me in the presence of the deponents & the Complainants friend Wm W. Cutlaw being present at the taking of the same and I do Certify that I am not Agent Attorney or Solicitor for either party and that I am in no way interested in the result of said suit. Given under my hand and seal this 15th of March 1845

H. W. Fall, J. P. Seal

Justice's fees 2.00
Const. H. W. Fall 50
Witness 50

Wright W. Cutlaw and
William W. Cutlaw
against
William Morris

The deposition of John Paschman
taken by and before the Clerk and Masters of the Chancery
Court at Clarksville at his office on the 16th day of Septem-
ber 1843 to be used as evidence in the Cause between the parties
 herein above stated.

John Paschman of lawful age being first duly
sworn deposes and Says.
Quest 1st by the Dist.

Do you know the land in Controversy between the parties if
so State what you know relative to the title to one eighth
claimed by yourself and wife and what arrangement has
been made between you, Morris & Wright W. Cutlaw.
Answer. I know the land asked about. I got a right to one
eighth of the land by an action of ejectment in the Circuit
Court of Stewart County. William Cutlaw before the ejectment
came to me and wanted to know. If I would give bond
to make title to the land when my wife became of age
I refused to do so unless they or Morris would become re-
sponsible to me for one eighth my wife's interest. Afterwards
Morris came to me and told me that he would be responsible
to me for the eighth part of the land if I would give a
bond. Morris also said to me that he would credit Cutlaw
notably any arrangement which I and Cutlaw would make.
Wright W. Cutlaw paid me one hundred and eighty dollars
for which I and Morris gave Wright W. Cutlaw a receipt
against a sum of a judgment rendered on one of the
notes given for the purchase of the land.

Questions by Same

Was not the Action of ejectment commenced by you

and wife W^m Cutshaw, and amicable suit done to enable Morris to recover on the warrants, and did not Cutshaw agree to it provided Morris would pay the Cost.

Answer. The suit was a friendly one and done in order that Morris might be enabled to make a title to Cutshaw and Wright W. Cutshaw agreed that it should make no difference provided Morris would pay the Costs, and Wright W. Cutshaw was not to be disturbed in the possession of the land, and he has not been disturbed in the possession of it.

Question by Same

Have you now any claim to the land?

Answer. None on earth. Morris is now able to make title to the whole of the land. If there is any interference or difficulty I have no knowledge of it.

Question by the Same

How long had William Williams the testator been in possession of the land?

Answer. He was in possession of it as long as I can remember, and I am now thirty three years old, and when he died he willed it to his wife as long as she lived and at her death to be sold and divided among his children. His children however sold their interest in the land. My wife was a grandchild of old Mr. Williams.

Crop examined by Wm. W. Cutshaw

Question by Complainant

State if you are not the guardian of Sarah Kelly now your wife.

Answer. I am the guardian of Sarah Kelly and also she is now my wife.

Quest by Same. State if your wife is not one of the

legates to the land above mentioned?

Answer. She is and was entitled to one eighth of the land which has been disposed of as above stated.

Question by Same.

Please state what was the Conversation with you as guardian and William Morris as executor of Wm Barnes respecting the above named tract of land on the day of Sale.

Answer. I have no distinct recollection of the Conversation which passed between Morris and myself on the day of Sale. I told Morris I was willing to take a proportionable part of what the land brought at the Sale for my wife, entirely in it. I was then guardian for my wife.

Question by Same.

What is now the age of your wife

Answer. She is now about 18 years of age.

Question by Same.

State if there was an understanding between you and Wright W. Outlaw, before you bought said land against said Wright W. for your wife, entirely in said land.

Answer. There was no understanding between us before the said land was bought.

1 day out of City. 40. miles 2 for.

John P. Pichman

The foregoing deposition of John Pichman was taken as set out in the Caption. J. P. Pichman C. J. W.

Report

Wright W. Outlaw & Wm. W. Outlaw Complainants.

vs

William Morris Exr. of William Barnes. Defendants.

In pursuance of an interlocutory decree made in the above stated Cause, directing the Clerk and Master of the Chancery Court at Clarksville Tennessee to take and

State an account showing what amount of money the Complainants have paid for the purchase of the land in the bill & pleading mentioned and the value of the improvements made on said lands by them since the purchase to the time of filing the bill in this Cause with interest thereon.

And also that the report and show the annual value of the land in the way of rent, with interest thereon and that he report to the next term of the Court.

The Clerk & Master would respectfully report that he notified the parties that on the 9th day of July 1845 at his office in Clarksville, he would commence the taking of said account which he did, and he proceeds now to state the payments made upon the lands.

1. Recd. of Wm Morris attached to the Affidavit of Compt. Wright. W. Cutshaw made at March term 1845, & the receipt dated 15 th July 1843. which was	118.45
Interest to Sept. 1845	15.39
2. John H. Mockler accept as deputy Sheriff of Stewart County for Costs of Circuit Court	
dated 4 th Octo. 1843	10.57
Interest to Sept. 1845	1.36

The bill and answer sustained by the proof shows that Wright W. Cutshaw took possession of the land in 1841 in the early part of the year and the proof shows that he remained in possession for the years 1841, 1842 & 1843 the preponderance of proof shows also that the place was worth annually by way of rent \$100.

Charge for rent for the year 1841.	100.00
Int from 1 st Jan 1842 to 15 th Sept. 1845	22.30
Rent of the place for the year 1842	100.00
Interest from 1 st Jan. 1843 to 15 th Sept 1845	16.30

Part of the plan for the year 1843 100.00
 Int from 1st Jan'y 1844 to 15th Sept 1845 9.30
\$347.90

Showing the value of the rent with Int on each year to
 to 15th Sept 1845 to be three hundred & forty seven
 dollars and seventy cents.

The bill being filed on the 19th of Jan'y 1843
 the year having commenced the Clerk & Master Charges
 rent for that year.

The Clerk & Master States the improvements as follows
 Repairs of the house on the hill Jan'y in 1841 25.00
 Int. Jan'y from 1st Jan'y 1842 to 15th Sept 1845 5.58
 The house in the bottom is charged at 30.00
 Int Jan'y from 1. Jan'y 1842 to 15. Sept 1845 4.89
 Charge for 4000 aints @ 2 p's for 100. 40.00
 Int from 1st Jan'y 1842 to 15th Sept 1845 8.92
\$114.39

Showing the value of the improvements by way of
 repairing and building houses & the 4000 aints to be
 one hundred and fourteen dollars & thirty nine cents
 On stating the foregoing branch of this report, the Clerk
 & Master looked to the depositions of J. W. Lewis, L.D.
 Renden and John Crandon

The Clerk & Master now States a report of the
 wood cut off of said lands at 175 Cents and looked to
 the depositions of James W. Lewis, J. W. Lewis W. S. Drumbour
 & Enchman and Charges

the 3 175 Cents amount to 157 1/2 Cents making 25.25
 Int Jan'y from 1st Jan'y 1842 to 15 Sept 1845 7.09
\$32.34

making the value of the wood amount to the sum
 of thirty two dollars and thirty four cents

Respectfully Submitted J. P. Pruetter & Co

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The Exception of Defendant to Masters Report
filed in this case

Exception 1. The master has charged the Complainant
Cutlaw with \$100 rent for annum for the years 1841
1842 & 1843. Also the proof of Thomas Shumers was worth
\$150. per annum. The deposition of Tyson proves the
same fact. The deposition of William Buchanan proves
he rented the land and gave 150 dollars for it and the
Complainant defendant equals should be charged with 150
dollars per annum, and defendant prays that his exception
be sustained and the Complainant charged with 150 dollars
per annum

Shackelford

Transcript for Cutlaw.

\$196. Twelve months after date and on or within of us
promised to pay William Morris or order one hundred
and five dollars for value of him received as Return
of the Estate of William James dec'd. Witness our
hands and seals November 21st 1840.

Test
J. M. Walker

Knight W. Cutlaw
William W. Cutlaw Security

The above note has the following Credits to wit
Paid on the within note three dollars and twenty cts
this the 17th November 1841.

Paid of W. M. Cutlaw thirteen dollars & 90 cts
this 17th November 1841.

Judgment Due the 15th 1841

J. Wilson J. D.

State of Tennessee

Stewart County

J. F. J. Shinnick Clerk of the

Stewart County Circuit Court do Certify that the above
is a true Copy of a note and its Credits now on file
in my office of William Morris Esq of New Town
dist of Wright N and New N Cuttaw This the
11th of September 1845

J. I. Shumall Clerk of
the Stewart Co Circuit Court
Decree March 1843

W. W. Cuttaw vs Wm Morris Esq
This day this cause came before
the Hon. A. M. Campbell upon
the bill and answers and the
Court not being satisfied as to the sufficiency
of the title to the land. The Court doth order
that Clerk & Master report at the next term of this
Court whether the said Def. Morris has the full simple
title to the land mentioned in the pleading or whether
he can convey a good title to the Compl.

(22)
Wright N Cuttaw & Wm W Cuttaw vs William Morris
Decree March 1844
It is remembered that this day
this cause came on for final
hearing before the Hon. A.
M. Campbell upon the exceptions to the report of the Clerk
& Master as to the power of the Def. Morris to make
title to the land in the pleadings mentioned and
Argument being made by Counsel & the Court being
satisfied that the Def. cannot make a good and
full simple title to land named in the pleading doth
the proper to order adjudge and decree that the contract
of purchase between the Compl and the Def. be rescin-
ded and for nothing held and the Court doth further
order that the Clerk & Master of this Court take and
State an account between the parties showing what amount
of money the Compl has paid for said purchase

and the value of the improvement made thereon by them since the purchase to the time of filing the bill in Court with the interest thereon and he will also report and show to ^{the} Court the annual value of the lands in the way of rent with the interest thereon and they be report at the next term of this Court.

Wright v. Cutler at Albany Decree 23. March 1844

William Morris Motion to dissolve the injunction Came on to be heard before the Hon. Andrew M. Campbell and the Court being satisfied that the injunction granted in this Cause for fifty dollars was improperly issued: the Court doth order and decree that the Defendants have leave to proceed with his execution at law for fifty dollars with interest from the rendition of the judgment in the Circuit Court of Steuben County

Wright v. Cutler at Albany Decree Sept. 1844

William Morris In Remembrance this day this Cause came on to be heard before the Hon. Andrew M. Campbell Chancellor, upon the reception to the master's report for want of notice and it appearing to the satisfaction of the Court, the reception is well taken, the Court doth therefore order adjudge & decree that the report be set aside and for nothing held and the Court doth further order adjudge and decree that the former order made in this Cause at the March Term 1844 be revived and the Clerk report to the next term of this Court.

Decree March 1845
Wright W. Cuttaw & William W. Cuttaw
vs.
William Morris Executor

This Cause is remanded to the Rules
by Consent of the parties, and the report taken
set aside and the former order directing a
report be renewed and the Clerk report to the
next Term.

Decree April Term 1846
Wright W. Cuttaw & William Cuttaw
vs.
William Morris Executor

This day this
Cause came on to be heard before the Honble Jerry H
Cahill Chancellor & upon the report of the Clerk & Master
and exceptions thereto of the Complainant & Defendant and it
appearing that the former decree made in this Cause, concern-
ing the Contract did not direct the Complainant to be
charged with the value of the timber taken from the lands
and it appearing from the report of the Clerk & Master & the
proof in the Cause that the value of the timber taken from
the land, was \$32³⁴/₁₀₀ Dollars and that he ought to be charged
with it; it is ordered by the Court that the same be done
and the exception is overruled and it further appearing to the
Court that the exception of the Defendant vs 1 is not
well taken; it is ordered by the Court that the same be
overruled and it is therefore ordered and decreed by the Court
that the report of the Clerk & Master in all things be
confirmed and it appearing from the report that the
Complainant is entitled to a Credit of \$26¹⁶/₁₀₀ for
money paid and improvements made on the lands
including interest to the 15th Sept. 1845. and it also

appearing that the rents and profits of the land while
 in the possession of the Complainant was worth the sum
 of \$380.²⁴ including ~~interest~~ interest up to the
 time of taking the report which leaves a balance of
 \$120.⁰⁸ due the Defendant and it further appearing
 that the Complainant William Cuttaw was the security
 of Wright W Cuttaw for the purchase money of the
 lands set forth in the pleadings, and that Wright W Cuttaw
 entered into and enjoyed the possession of said land for
 three years under said purchase and that he ought to be
 charged together with William Cuttaw for the balance of
 the money according to the report of the Clerk & Master and
 it also appearing that Hubert E Haynes is the security on the
 injunction bond taken in this cause; it is therefore ordered
 by the Court that the Defendant William Morris recover
 from the said Wright W Cuttaw William Cuttaw and
 the security in the injunction bond Hubert E Haynes
 the sum of one hundred and twenty Dollars & eight
 Cents with interest from the 15th Sept 1845 for which
 an execution may issue; and it further appearing
 that the Sheriff heretofore rendered in this cause did
 not dispend of the injunction granted in this
 cause upon the judgment obtained at law. It is
 therefore ordered and decreed that the injunction be
 made perpetual. It is further ordered by the Court
 that the Costs in this cause & the Costs at law
 be paid by the Complainants & Defendant equally
 for which an execution may issue. From which
 decree the Defendant prays an appeal to the Supreme
 Court of Nashville, on Condition that he give bond
 and security within sixty days

Appral Bond

Know all men by these presents that Wm. William W. Outlaw, Conrad Frederick & Cairns M. Tyler of the County of Montgomery and State of Tennessee are fully and firmly bound unto William Morris in the sum of two hundred & forty dollars & sixteen Cents Current money of the State, to be paid unto the said William Morris, his Administrator, executor &c jointly and severally firmly by these presents, sealed with our seals and dated the first day of June 1846.

The Condition of the obligation is such that whereas in a Cause on an injunction bill presented in the Chancery Court at Clarksville by Knight W. Outlaw & William W. Outlaw Complainants against William Morris Defendant; a decree was rendered by said Court against William W. Outlaw and his Security in the injunction bond Ashbur E. Mayers for one hundred and twenty dollars & eight Cents & Costs from which decree the said William W. Outlaw prayed an appeal to the next Supreme Court to be held at Nashville, and if the said William W. Outlaw, shall prosecute said appeal with effect or in case of failure therein, shall pay & satisfy all damages and Costs which may be awarded against him for wrongfully prosecuting said appeal and shall further abide by perform and discharge the sentence, judgment or decree which said Court may make therein, then the above obligation to be void else to be and remain in full force and effect. Signed sealed and delivered the day and date above written.

William W. Outlaw Seal
C. Frederick Seal
Cairns M. Tyler Seal

Subjunction bond

Know all men by these presents that We Wright W. Outtarr, William W. Outtarr & James West are lawfully and firmly bound unto William Morris in the penal sum of Eight Hundred dollars for the which payment well and truly to be made we bind ourselves, our and each of us our heirs, executors & administrators, jointly and severally, firmly by these presents, sealed with our seals & dated the 12th day of July 1843.

The condition of this obligation is Such that whereas the above bound Wright W. Outtarr & Wm W. Outtarr has prayed & obtained from the Hon. Mr. A. Martin one of the Circuit Court Judges for the State of Tennessee, an order directing that an injunction issue, restraining the said William Morris & all others from further proceeding on two Judgements which were rendered in the Terrant Circuit Court in his favor against said Wright W. Outtarr for the sum of three hundred & eighty or four hundred dollars - alleging that the notes upon which said Judgements were founded were given for the land in the bill mentioned, except fifty dollars & has filed his said bill in our Court of Chancery in Clarksville Tennessee - Now if the said Wright W. Outtarr & Wm W. Outtarr shall prosecute said injunction with effect, or in case the same be dissolved he will pay to the said William Morris all such Costs and damages as shall be decreed against him & shall moreover prosecute his said bill with effect, or on failure therein shall pay all such Costs as may be adjudged by the Court upon a final hearing of said Cause and pay such Costs as may be decreed upon the final hearing, then the above obligation to be void, otherwise to remain in full force and effect.

Attest

J. Priestley & Co

Wright W. Outtarr Seal
William W. Outtarr Seal
Jas. West Seal

Bill of Costs

Decree 27. Apl. 1846 for \$ 120.08

Int. till paid

State tax

2.50

Bond 15¢ 2. Securities 36¢ 3. Affidavits 54¢ 1. Copy of bill 243¢ 2. 43- Subpoena to Ans. 75¢ Injunction 1.00- Ans. 37.¢ 4. deducimus 1.50- bond for Sup-

-plemental bill 15¢ 2. Securities 36¢ Copy of Sup-plemental bill 2240- 2.24- Spa. to Ans. 75¢ Affot.

18¢ Aug. 1.00- Ans. 37.¢ Affot. 18¢ deposition 50¢ 9. Interrogatories 1.12- 12. Notices @ 1¢ is 2.16- 25 Copy

Sheets of Report @ 2.00 is 50.00- 2. Exceptions to Report 75¢ Setting exceptions 25¢ Rule 12.¢ Setting cause

12.¢ 3. Orders 75¢ 3. Continuances 75¢ 8 Copy Sheets of decree 1.44- Appual & bond 75¢ Bill Cost. 25¢

Transcript 25¢ 50 min @ 10¢ is 2.50 6. Certificate & seal 1.00 98.52

Wockbee. Injunction 1.00- Spa. to Ans. 62.¢ Wallace. Spa. to Ans. 62.¢ Clifton. Notice 50¢ 2.75

Parchment S. C. depon. 6.00- Mcfall S. C. 1. depon. 1.00 3.00

Witnesses- Jas. W. Lewis, E. P. Brinson, J. H. Marable L. O. Breeden, C. Buchanan, Bro. Parchment

1. day each @ 75¢ 4.50

Thos. M. Lewis, A. Webb, Jas. Wilson 2 days ea 4.50 9.00

M. L. Dunbar- 5. Spas. to testify 1.25- Kelly 1. Spa. to testify 25¢ Sewell. Notice 50¢ 2.00

Regr. Wallcutine 2.00 Cook Clk. 50¢ State tax 40¢ 2.90

\$ 124.63

State of Tennessee, I Philander Priestley Clerk
Montgomery County, and Master of the Chancery Court
at Clarksville in said State and County do hereby
certify that the foregoing pages contain a full, fair and
entire transcript of the record and proceedings of
the Cause of Wright M. Outtarr and William M. Outtarr
Complainants, against William Morris defendant
as the same are of record and on file in my Office.

J. C. F. P.

In testimony whereof I have
hereunto set my hand & affixed
my private seal, having no
seal of Office, at Office in the
town of Clarksville the 15th day
of January 1847 and the 71st
year of the Independence of the
United States.

P. Priestley C. C. Mc

Wright W. Outlaw

W^m J. Morrison Exr. of W^m Barnes

The depositions of William L. Deunbar, Uriah Tyson, William Buchanan, witnesses in behalf of the defendant, taken by & before the Clerk & Master of the Chancery Court at Clarksville, Tennessee, at his Office in Clarksville, on the 13th day of September 1844, to be read as evidence in the above stated Cause. Said depositions taken by consent of William L. Deunbar of lawful age, being, I move agreeably to law, depose as follows -

Question 1st by deft. - Are you acquainted with the lands in controversy in this Cause, and if so what are the rents of said land worth by way of rent, per annum?

Answer - I am acquainted with the lands, and they are worth about \$150. or \$160.00 annual rent - there are about 70 acres of good river bottom and say 20 acres upland cleared and under fence -

Question 2^d by same - What improvements did Wright W. Outlaw make on those lands, after he purchased them and what are those improvements worth -

Answer - He recovered a house with Clapboards & tore down a cabin, removed & rebuilt it - he also made some 4000 rails and put them up - the recovering the house was worth about \$500 - the removal of the cabin was a disadvantage to the place - the rails were worth, say \$40.00 -

Question 3^d by same - Do you know of Wright W. Outlaw cutting Steam boat wood on said land - And if so, how much, & what was it worth per cord -

Answer - He had Steam boat wood cut on said land in the winter of 1839 & 1840, say about 75 cords & said wood

was worth as it stood on the land about 20 cents a cord.
Question 4. by Same. How long has Outlaw had possession
of the lands in controversy—

Answer. He took possession about the 1st of January 1840
& has had possession ever since—

Question 5. by Same. Do you know of his having made any
other improvements on those lands. If so, state them.

Answer. I do not know of his having made any other im-
-provements, other than what I have spoken of—

Question 6. by Same. Is the place in as good repair now
as it was when Outlaw took possession—

Answer. I do not think it is in as good repair now, as
when Outlaw took possession of it—

William L. Embury

Uriah Lyson of lawful age, being sworn agreeably to
law, deposes and says

Question 1. by Dep't. - Are you acquainted with the lands in
controversy in this cause? And if so, what are said lands
worth by way of rent, annually—

Answer. I am acquainted with the lands, living near them
& having known them for thirty years. I suppose
them to be worth \$150.00 annual rent—

Question 2^d. by Same. What improvements did Wright W.
Outlaw make on those lands, after he purchased them
& what are those improvements worth?

Answer. He has had the dwelling house covered with bo-
boards - he has also moved a Cabin & rebuilt it - there
was a contract made between Outlaw & Buchanan
that Buchanan should split 5000 rails; but I
do not know whether they were all split or not - the
recovering the house I suppose to be worth \$15.00 -
but I do not know whether it has benefited the house
- or not -

Question 3. by Same - Do you know of Wright W. Cut-
-larr Cutting Steam boat wood on said land - If
So, how much, and what was it worth per cord,
as it stood

Answer - He had right smart of wood cut besides a lot
of 100 cords - I do not know how much besides the
100 cords - I think, as it stood, it was worth 1 1/2 cents
per cord

Question 4 by Same - How long has Cutlarr had poss-
-ession of the lands in controversy -

Answer - He took possession of it about the 1. January
1840

Question by Same - Do you know of his having made
any other improvements on those lands - If so
State them -

Answer - I know of no other improvements -

Question 6. by Same - Is the place in as good repair now
as it was when Cutlarr took possession -

Answer - Some part of it is & some is not - On the
whole, I think there is not much difference -
Wm. Lydon

William Buchanan of lawful age being sworn
deposes and says -

Question 1. by Dep't - Are you acquainted with the lands
in controversy in this Cause? If so, what are those
lands worth by way of rent, annually -?

Answer - I live on the land I was to pay the rent in
Corn &c and the rent was estimated to be worth \$150.00

Question 2. by Same - What improvements did Wright W.
Cutlarr put on those lands after he purchased them
& what are those improvements worth?

Answer - He removed & rebuilt a Cabin and split and put

up about 4000 rails - I think the Cabin was no
advantage to the place, removing it to the place
he did. Splitting and putting up 4000 rails,
would be worth \$40.00 -

Question by Same - How many years did you rent
the place?

Answer - Two years -

Question by Same - Do you know of Cutter cutting
any Steam boat wood off of said land - If so
how much?

Answer - Last year & this year we cut 100 Cords -

Question by Same - How much is it worth per Cord
Standing -

Answer - It was worth about 20 cents a Cord -

Wm. Buchanan