

Be it remembered that on the 21st day of September
1831 the following Bill of Indemnification was
filed with the clerk and Master of the Circuit
Court of Law & Equity for Monroe County
Tenn. To the Honorable Charles H. Keith
Judge &c The bill of complaint of John
Leary a citizen of Monroe County, complainant, against
John McGhee, Alexander McGhee, & Malheur W. McGhee and William
Keftaw, surviving partners of Blair and Kelson, and John McGhee
and John C. Cameron, and Blair administrators of the
estate of William S. Blair deceased, all of Monroe County
except Alexander McGhee who is of Blount County, defendants.

Humbly Complaining sheweth unto your Honor, your
Orator, the said John Leary that by the third Article of the
Treaty between the United States and the Cherokee Indian
made and the 27th of February 1819, a tract of 6500 acres
of land, to be laid off in equal parts, on both sides of
his ferry on Tellico, commonly called Blair's ferry
was ordered to an Indian called Gabbie Smith, who
conveyed the said ^{tract} to your Orator tract to me Eldon
Morgan, who in the latter part of February or first
of March 1819, conveyed the land to your Orator
that early in the ensuing April your Orator went
to take possession of said tract of land and found
William S. Blair occupying the premises with a
mercantile establishment thereon, in the name of
McGhee and Blair, which firm was composed of the
said John McGhee, Alexander McGhee, and Malheur
W. McGhee, and the said William S. Blair, that
Blair insisted on being permitted to retain possession
for that season as he knew not where to go, and your
Orator consented that he should, accordingly do
so, and his promising to pay rent if the Reservation should

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I hold the Land, for the said McGhee, disputed the
Validity of the Reservation, and had an adverse claim
thereto; that said Blair told your Orator he would
choo^{se} to pay the rent of the land and ferry in much
= an easy rather than in money or products, and upon
your Orator removing his family to the land in August
April 1829, he commenced dealing with the firm
of McGhee and Blair for goods &c. under the belief, ^{and} under
standing that the use and occupation of the land and
ferry were to go in part payment of his store account
= with said firm, that the said firm occupied the whole
tract for the year 1829, and one half of it the ensuing
year, and also enjoyed the profits of the ferry for a
considerable time, but how long not exactly recollecting
that the said ferry was during that period, a very
valuable one, but what the annual profit of it was, your
Orator cannot positively state, and the ferry broke up
at that period is in the possession of the defendants or
some of them as your Orator supposes; that things were
= aimed in this condition, till the said Merchandise concern
was about to be closed, when your Orator was called
upon a settlement and requested by Mr Blair to sign
a note for the whole of his account in the store of
said firm; which your Orator refused to do, and
claimed to have a set off for the use and occupation
of said premises; that Mr Blair then represented to your
Orator that the firm was about to wind up its affairs
and a settlement of the description mentioned would embarrass
its concerns, but assured your Orator, in order to
induce him to execute a note for said account
that he should have every advantage to which
he was entitled for the use and occupation aforesaid,
= as fully and amply, as the note now executed
that upon this promise of Mr Blair, in whose integrity

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the utmost reliance could always be placed
your orator did execute his note to the firm of McEwen
& Blair, dated the first day of April 1823, due two
months after date, for \$53 dollars and 99 cents; that
from this period till his death Mr Blair constantly acknow-
ledged the unsettled state of this business transaction and
but a very short time before his death, being thus confined
by sickness, sent to request your orator to visit him for
the express purpose of settling this very affair, but when
your orator attended he found Mr Blair too sick to
do business - and at a subsequent ~~time~~ day your
orator wrote Mr Blair a note by the hands of
the defendant Tipton, saying to him that there would
be no difficulty in settling their business, if they could
agree on the value of the use and occupation
of the said; that a few days after the receipt of your
orators note, he again saw Mr Blair who
told him that on the first pleasant day he and
his wife would visit your orator and then they
would adjust their affairs finally; that after this
Mr Blair rapidly declined and at last died without
having made the intended settlement ^{with} of our orator;
that before this period Mr Blair had formed a part-
nership with the defendant Tipton under the partner-
ship name of Blair Tipton and the note executed
by your orator to McEwen & Blair had been transferred
by that firm to the firm of Blair Tipton who were
as your orator supposes, the beneficiaries therein at the
death of Mr Blair, so that whatever arrangements
Mr Blair might have made touching the said note
have been binding and all concerning that not
long before the death of Mr Blair, a suit was

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Instituted up on said note in the name of John McGhee
Alexander McGhee and Matthew W. McGhee and William
J. Blair for the use of Blair and Lepton in the County
Court of Monroe County, from which the cause was
taken by appeal of your Orator to the Circuit Court
for said County, in which such proceedings were
had that at May term, to wit, and the 14th of May
1831—Judgt. was rendered against your petitioner
for 1315 dollars and 40 cents besides costs of suit,
which amounted to 25 dollars and 49 cents, and
the said William Lepton, surviving partner of the firm
of Blair & Lepton, and John McGhee, John C. Cannon
and Blair administrators and Administrators
of William J. Blair, threaten to sue mection for the
said judgment and to collect the same from your
Orator, for reasons whereof they pretended that your
Orator never was entitled to any thing for the rents and
profits of said land and ferry for all the time
they were used and occupied by the said firm of
McGhee & Blair, or if he was was entitled to any thing
for the same his demand is stale and barred by operation
of the Statute of limitation whereas your Orator charges
the truth to be that said Blair acknowledged the
existence of this demand within three years last
past, all which acting and doing and pretenses
of the said defendants are contrary to equity and
good conscience, and tend to the manifest
injury of your Orator. In tender consideration whereof
and for that your Orator is remediless in the premises
by the strict rules of the common law and recoverable
only in a Court of Equity where matters of this
nature are properly cognizable.

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To the end therefore that the said defendants may respectfully
full turn direct and perfect answers make upon their
respective knowledge of information and belief, to all and
singular the charges and matters aforesaid; as fully in
every respect, as if the same were here again repeated, and
they thereunto particularly interrogated; and more
especially that the surviving partners of the firm of
McGhee & Blair may set forth & discover whether the said
firm did not, as occupy and enjoy the premises aforesaid
after the 27th day of February 1819, and how long
after that time; what were the annual profits of the
land and ferry at that period; and what profits
the said firm made thereon; whether they have not heard
their partner William S. Blair, say that he kept
possession after April 1819, by permission of your Orator
and under an understanding on his part to pay your
Orator rent for the premises if he should become
entitled to the said land lawfully, or if the Reversion
of Cabbie Smith should hold the land; whether
the Reversion of Cabbie Smith did not hold the
land; and whether the said partner William
& Blair has not after told them that the said
business remained unsettled but very shortly before his
death and that the said William kept on during
partner of the firm of Blair & Lepton may set forth
and discover whether he did not at all times, when
said business was the subject of conversation between
him and said William S. Blair understand from
him that your Orator had unsettled demands against
the firm of McGhee & Blair for the use
and occupation of said land & ferry, and what
the amount of that demand was. And that the

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Said Administrators, and more especially the said —
Blair, widow and administratrix of the
said William S. Blair, did not understand from him
from the period of the said use & occupation, down to
within a few days of his death, that the accounts between
your Orator & him, for said use and occupation, were
unsettled, and that he desired to settle them a few days
before his death. What the Defendants may be compelled
to account with your Orator concerning said
use and occupation, and allow him towards the
discharge of said judgment whatever may be due
him, and, and if the said use & occupation, and
lawful interest thereon exceed the said judgment,
that then the residue may be paid by the Defendants to
your Orator; that if the said use & occupation
equal or exceed the said note incurred by your Orator
to M. G. H. & Blair, that then interest should not be
allowed to incommute thereon, except upon the equity
which our way it may be; and that said Defendants
be enjoined from collecting said judgment till an
account can be taken & stated between your Orator
and them, and if it be consistent with equity, that
they may before the final hearing perpetually
enjoined &c. and that your Orator may have
such other and further relief, as the nature of the
case shall require, and to your Honor, shall seem
meet, May it please your Honor, to grant your Orator
the State's most gracious writ of injunction issuing
out of the Office of the Clerk & Master of the Honor-
able Circuit Court for Monroe County, directed
to all persons concerned, commanding them and
each of them to abstain from further proceedings
under and by virtue of said judgment &c. And

also the writs of Subpoena, issuing as aforesaid
directed to the said John McGhee, Alexander McGhee
Matthew W. McGhee, John A. Beaumont Blair
and William Lipton, commanding them to be and
appear at a Circuit Court to be held for Monroe
County, at the Court house in Madisonville and the
second Monday of November next, there and
there to answer to and to stand to perform and
abide such order, direction and decree as
as to your Grace Honor shall seem meet and
your Orator will ever pray &c.
R. J. Meigs Sol.

State of Tennessee
Monroe County } This day personally appeared before
me Charles H. Smith one of the Judges
of the Circuit Court of Law and Equity in and for
the State aforesaid, John Lowry or there complainant and
made oath in due form of Law that the facts stated in
the foregoing bill is of his own knowledge and true, and
those facts stated from information of others he believes
to be true Submitted and sworn to before me this 10th day of
September 1831 Charles H. Smith John Lowry
Judge &c.

State of Tennessee
Seventh Judicial Circuit }
The Clerk and Master in Equity of the Circuit
Court of Monroe County in the Circuit and
State aforesaid. Let writs of Injunction and Subpoena
issue a quable to the pray of the foregoing bill and
the complainant giving bond and security as directed
by law Given under my hand this 10th day of September
1831 Charles H. Smith one
of the Judges of the Circuit Court
of Law and Equity in and for the State
of Tennessee

And therefore the following bond was Executed
To wit "Whereas all men by these presents
that we John Lowry Nathan Harris & Robert
Harris are jointly & severally held & firmly
bound unto John McChes Alexander McChes
and Matthew McChes surviving partners of
the firm of McChes & Blair and William Peyton
surviving partner of the firm of Blair & Peyton
and John McChes John A Common & Mahala Blair
administrators & administrators of William S Blair
deceased in the penal sum of three thousand to
be paid on condition that the said John Lowry
doth with effect prosecute a Bill of Exemption
by him this day filed against the said John
McChes Alexander McChes Matthew McChes
John William Peyton John McChes John
A Common & Mahala Blair in the Circuit
Court of Monroe County otherwise to pay
and satisfy the debt damages & all costs
that may be awarded for failure.
Witness our hands and seals this 20th
day of September A.D. 1831

Teste
E. McChes

John Lowry *Adm.*
Nathan Harris *Adm.*
Robert H Harris *Adm.*

And therefore an Exemption was issued
in the words and figures following to wit
State of Tennessee
To the Sheriff of Monroe County Kentucky
Whereas it has been represented to the Hon^{ble}
Charles H. Kistler Judge of the South District
Circuit on the part of John Lowry that
William Peyton the surviving partner of
Blair Peyton had recovered Judgment against
the said John Lowry in the Circuit Court

of Monroe County for about the sum of
1315 dollars & 40 cent which said Judgment
was irregular & unjust but that the said
Loring could not avoid the same in a court
of law and that there was an old and unsatisfied
claim due complainant Loring from his
predecessors to an amount equal or nearly so
to the Judgment aforesaid, prays a discovery
and an injunction which was directed

You are therefore hereby Commaned to satisfy
the said William Lipton his agents attorneys
and all others to do and altogether they and
all other proceedings on said Judgment
at law herein fail not and have you this
writ at record to be held for the County of
Monroe at the Court house in Madisonville
on 2^d Monday of November next

Witness John B Lipton clerk & master of
said Court 2^d Monday of May 1831
J. B. Lipton clk
By D. H. Mear All

(Endorsed) Ind 21st September 1831

I acknowledge service & executed the within
Injunction 2^d Nov 1831 John H. Henderson sh

And therefore the following Subpoenas
issued in the words & figures following to wit
State of Tennessee

To the Sheriff of Monroe County bearing
You are hereby Commaned to summon
William Lipton if to be found in your
County personally to appear before the Judge
of our circuit of Law & Equity at a court
to be holden for Monroe County, at the
Court house in Madisonville, on the second
Monday of Novr next, and answer the
bill of Complaint, filed by John Loring

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against John McElhin William Lipton et al
in said Court and abide by & perform the decree
of the Court therein to be made, and this he
shall in no wise omit; herein fail not and
have you then this writ return
John B Lipton clerk of our said court at
office in Madisonville the second Monday
of May 1831 and the 55th Year of our
Independence John B Lipton clk & Master
By his Dep^t E McAllister
(Enclosed) Ind 27th Septe 1831

Executed by delivering a copy of the bill
to William Lipton this 12th day of October
1831 John F Henderson Shff

State of Tennessee

To the Sheriff of Blount County Greeting
You are hereby commanded to summon
Alexander McElhin if to be found in your
County personally to appear before the Judge
of our circuit court of Law & Equity at
a Court to be holden for Monroe County, at
the Court house in Madisonville on the
second Monday of November next, and an-
swer the Bill of Complaint, filed by John Lowry
against him & others in said court and abide
by and perform the decree of the court therein
to be made, and this he shall in no wise
omit; herein fail not and have you then
this writ return John B Lipton
Clerk of our said Court at office in Mad-
isonville the second Monday of May 1831 and
the 55th year of our Independence

John B Lipton clk & M
(Enclosed) Ind 24th Septe 1831 Executed
John Wilson Deputy Shff

State of Tennessee
 To the Sheriff of Monroe County Greeting
 You are hereby Commanded to Summon Matthew
 Welch if to be found in your County person-
 ally to appear before the Judge of our Circuit
 Court of Law & Equity, at a Court to be holden
 for Monroe County, at the Court House in Mad-
 isonville on the Second Monday of November
 next, and answer the bill of complaint, filed
 by John Lowry against John & others in
 said Court and abide by and perform the decree
 of the Court therein to be made, and this he
 shall in no wise omit; herein fail not
 and have you then there this writ
 Witness John B Lipton clk of our said
 Court at office in Madisonville the Second
 Monday of May 1831 and the 55th year
 of our Independence

John B Lipton, Clerk
 By his Deft E McLean

Enclosed I enclose 4th Octr 1831 Executed by handing
 a copy of the bill to Matthew Welch this
 13th October 1831 John Henderson Sheriff

State of Tennessee
 To the Sheriff of Monroe County Greeting
 You are hereby Commanded to Summon John
 Welch if to be found in your County person-
 ally to appear before the Judge of our Circuit
 Court of Law & Equity, at a Court to be holden
 for Monroe County, at the Court House
 in Madisonville on the Second Monday of
 November next, and answer the Bill of Complaint
 filed by John Lowry against John Welch
 & others in said Court and abide by and perform
 the decree of the Court therein to be made, and
 this he shall in no wise omit; herein fail
 not and have you then there this writ
 Witness John B Lipton, Clerk of our said

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Court, at office in Madisonville the Second Monday
of May 1831 and the 55th year of our Independence

John B. Lipton clk & was
By his Deft A. McLean
(Endorsed) And 13th Oct 1831 Executed by delivering
a copy of the bill to John McLean this 23rd
October 1831 John F. Henderson Shff

State of Tennessee
To the Sheriff of Monroe County Greeting
You are hereby Commaunded to Summon
Mahala Blair administratrix of Wm. S. Blair
decd if to be found in your county person-
ally to appear before the Judge of our cir-
cuit Court of Law & Equity at a court to
be holden for Monroe County at the
Court house in Madisonville on the Second
Monday of November next to answer the
bill of Complaint filed by John Lowry
against her and others in said Court
and abide by and perform the charge of the
Court therein to be made, and this she shall
in no wise omit; having fail not and have
you then there this writ Witness John B.
Lipton, Clerk of our said Court at office
in Madisonville the Second Monday of May
1831 and the 55th year of our Independence

John B. Lipton clk & was
By his Deft A. McLean
(Endorsed) And 15th October 1831 Executed by deli-
vering a copy of the bill to Mahala Blair
this 18th October 1831 John F. Henderson Shff

State of Tennessee
To the Sheriff of Monroe County Greeting
You are hereby Commaunded to Summon
John A. Cannon administrator of Wm. S. Blair
decd

If to be found in your County personally to appear
 before the Judge of our circuit Court of Law &
 Equity at a court to be holden for Monroe
 County at the Court house in Madisonville
 on the second Monday of November next and
 answer the bill of Complaint filed by John
 Lowry against him & others in said court
 and abide by and perform the decree of the
 Court therein to be made and this he shall
 in no wise omit; herein fail not and
 have you then there this writ Writings
 John B. Hyton Clerk of our said court at
 office in Madisonville the second Monday
 of May 1831 and the 5th year of our
 Independence John B. Hyton clk & Mrs
 By his left C. H. Blair

(Enclosed find return 1831 I acknowledge service
 of the within 1st Nov 1831 John A. Cannon
 and at a circuit court begun & held for the county of Monroe
 at the Court house in Madisonville on the second Monday of Nov 1831
 And thereupon the following answers were
 filed in the records and signed to wit:

The Joint and Separate answers of John
 McChes and Matthew M. McChes to the
 bill of Complaint of John Lowry filed
 against them and Alexander McChes
 William Hyton Mahala Blair and John A
 Cannon in the Circuit Court for Monroe
 County in the State of Louisiana.

These respondents saving and reserving to them-
 selves every benefit of exception to the manifest
 errors imperfections uncertainties and in truths
 in Complaints bill contained for answer
 thereto, or to so much thereof as it is material
 for them to respond answering say that
 long before the treaty of 1819 between the
 United States and Cherokee nation of Indians

their father Barclay McChes had the possession of
the tract of land and ferry named in complainant's
bill that part on the North Bank of the river
by an occupant claim and also under authority
from the Cherokee agent and that on the
South bank by authority of said agent there
was no conflicting claim till the year 1819
and then John Lowry the complainant set up
title to said Land and ferry under an Indian
called Cabin Smith to whom they had been
reserved in the treaty between the United States
and Cherokee Indians of that year but his
claim was resisted by Barclay McChes and
there in possession under him as early per-
haps as the year 1817 John McChes
Alexander Matthew W McChes and William
S Blair formed a partnership to build a
chandler and located their store upon the
land aforesaid of which Blair took charge
and also possession of the land & ferry
where he remained undisturbed under the title
of Barclay McChes till the claim of com-
plainant was asserted in 1819 McChes and
Blair were unwilling to acknowledge his
title and did not then do so but determined
to hold possession in opposition thereto
and Lowry seemed equally determined to get
possession either by trick or force and perhaps
got possession of a small part in 1819
Respondents have been informed that in
March 1820 while William S Blair was
from home at the organization of the
County Court of Monroe complainant took
possession of the ferry against the will of
Blair, and kept it by force Blair sent
William Lipton as he Lipton said to Maryville
in Blount County to give information of
what had been done by complainant

McChes directed Blair to hold possession for them
at all events and assured him he should be in-
demnified and there respondents have always un-
derstood he did so till a compromise was
made of the title of McChes & complainant
by an act of the General Assembly of the
State of Tennessee and then Blair moved off
the Land to a place on the South of Memphis
and if ever Blair held possession of either the
Land or the ferry named in bill under
Lowry or agreed to pay the complainant
rent they can only say they never heard it
do say with confidence Blair never did
by their count or that of their father as
they believe if the facts had been so attached
by complainant respondents think they would
have heard it but did not, either from
Blair or Lowry - It is unfortunate for all
concerned that Complainant claim for its sup-
port, has to rest upon the alleged admission
of men now dead, and they made alone to
complainant whose statements are the proof
The Mercantile establishment was moved to the
place Blair settled and there continued for some
time where complainant also continued his
dealing Respondents and their brother Alexander
on their own account as well as with
William S Blair had various dealings with
complainant and debts against him to settle
and in no instance did Lowry make claim
to compensation for use and occupation
now claimed in his bill nor did they under-
stand till lately, he pretended any such and
then only when he was sent upon a note
given to McChes & Blair in 1823 long after
the time he says his claim originated It
appears to their respondents that when he

16 Settled his store account with McChes & Blair
and was about to give his note for the amount
due was the proper and reasonable time to
have adjusted his claim and had credit therefor
but is sure it was not done and the
reason assigned by Complainant for the
complaint is not satisfactory and its force
not readily surrendered respondents must believe
it an after thought designed to delay the
collection of an honest debt Alexander and
Matthew McChes paid no attention to
the store of McChes & Blair leaving it to
John McChes and Blair to manage and
settle the accounts. The respondent John Mc
Ches says he was frequently about said
Store and had many conversation with
Blair about the debt due from Complainant
in some of which did Blair say one
word about Lowry having any claim but
did say Lowry had proposed to let him
have a piece of land at about the price
of eight hundred dollars in part pay
of said debt but remarked the price was
too high Respondent advised him to take
the land if he could get it at a fair
price Blair said Complainant had
made him another proposition of pay
ment in notes on other persons to
which Respondent agreed in the notes
were on solvent people during all the
time plans for the collection of the debt due
by Complainant were devising and propositions
making of payment by Lowry, respondents
never heard of any claim on the part of
Complainant against McChes & Blair or
Blair individually. Respondent insists upon the

Statute of Limitation as if formerly pleaded and
 also insist Complainant has no right to
 come into a Court of Equity upon the matters
 of his bill because the validity of his claim
 has been adjudicated upon and decided against
 him in a Court of law where the Complainant
 elected to have it first tried &c

Respondents deny all fraud and combination
 with which they are charged &c and pray the
 dissolution of Complainant's Injunction, that
 his bill may be dismissed and they have dis-
 charged with their reasonable costs decreed
 to them &c

John McGhee
 Matthew W. McGhee

This 15th day of November 1831 personally
 appeared in open court John McGhee and
 Matthew W. McGhee and made oath that
 the facts stated in the foregoing answer as of
 their own knowledge are true and those stated
 from the information of others they believe
 to be true

Sworn to in open court John McGhee
 Novr 15th 1831 Matthew W. McGhee

E. H. Mearl

The joint and separate answer of William Lupton
 and Mahala Blair widow and administratrix
 on the estate of William S Blair dec'd to the
 bill of Complaint of John Lowry filed
 against them and John McGhee Alexander
 McGhee Matthew W McGhee and John A
 Cannon in the Circuit Court for Monroe
 County in the State of Tennessee

These respondents now and at all times
 hereafter saving and reserving to themselves the
 right to and benefit of all and every exception

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To the manifest uncertainties, improprieties, informalities
and imperfections in Complainant's said bill
contained for answer thereto or to so much
thereof as they are advised it is material for
them to respond answer and say it may be
and is believed to be true that by the treaty
between the United States and Cherokee Nation
of Indians in the year 1819 a reservation
of six hundred and forty acres of land was
given to a certain Cabin Smith and conveyed
as stated to John Lowry the complainant
these Respondents state that in the year 1819
perhaps John McHugh Alexander McHugh
Matthew McHugh and William S Blair
formed a mercantile partnership and located
their store at the place where the com-
plainant now lives the land then being then
claimed by Barclay McHugh the father of said
John Alexander and Matthew and the south side
of the Tennessee River was held by said Barclay McHugh
under a lease or something of the kind from
the agent of the United States to the Cherokee
Nation of Indians William S Blair took
possession of the tract of land and ferry &
held them under McHugh and under no other
person after the treaty aforesaid of 1819 between
the United States and Cherokee Indians John
Lowry the complainant set up claim to the
land and ferry aforesaid the validity of his
claim was denied by the McHughs and William
S Blair and possession to him was refused
John Lowry the Complainant made use of
various means to get possession under his
title from Cabin Smith the reservation & do dis-
possess William S Blair some time by stratagem
and some times by force but could not
and did not succeed till after the passage

of an act by the General Assembly of the
State of Tennessee by which the dispute
between Complainant McChesnut and Blair
was settled and Blair received off and obtained possession
of the land and ferry to Complainant this
Surrender is believed was made about the fall
of eighteen hundred and twenty. Complainant
it is true about March 1820, while Blair
was absent at the organization of the County
Court of Monroe took possession of the
ferry against the will of Blair, and
Respondent Repton says about that time
he went to Maryville to see the men
at the instance of William S. Blair and
to inform them what Complainant had
done and he well remembers McChesnut
directed him to tell Blair to hold the
possession for them at all costs and
they would indemnify him against conse-
quences and that Blair agreed to do so
and did endeavor so to do at least of
part till the compromise proposed was
made and from this knowledge of fact
he was surprised on reading Complainant's
Bill at finding the claim made for
use and occupation and that by contract
with Blair of the land and ferry of which
he never before heard although he had
with William S. Blair at the time and
never in any conversation with Blair
heard him ever intimate he was to pay
Complainant, or that he ever claimed any
thing for use and occupation and it is
true Respondent and William S. Blair his
partner in trade had many conversations about
the debt due by Complainant to the firm of
McChesnut & Blair and which is enjoined

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by complainant the firm of McPherson & Blair
transferred the interest in the debt aforesaid due
by note to the firm of Blair & Nepton, and
not even then did Blair say or intimate
Lowry had or pretended any bill off Lowry.
Lowry was dead in the life time of Blair
and at his instance without having any
credit allowed him for his now pretended
claim. Though complainant pretends Blair
was very desirous to settle and allow him
the same Respondent Mahala Blair says
that in all the conversations she ever had
with her husband about the debt due by
complainant, or heard him have with
others she never heard him say or intimate
Lowry had any claim for me and accoupt
as claimed in his bill but did hear him
say he would collect the debt unpaid or
try although it was hard to get any thing
out of complainant. She knows that during
the life time of William S Blair complainant
came to his home when he was not at
home and then informed her he had come
to let Blair have a piece of land ad-
joining him and ~~discontinue~~ say he had any
claim. Blair when informed of this propo-
sition said Lowry asked too much for his
land and that she would not allow his price.
She believes this proposition was several times
made by complainant in person and through
others at least she was so informed and not
withstanding it was after I asked about she
never heard of Lowry's now pretended
claim. Respondent says he remembers a
letter from complainant to Blair sent by
him and also the substance of it he
summes the one referred to in the bill
as he recollects, now other that letter
was a proposition from Lowry to Blair.

Requesting the latter to take a piece of Land
at eight hundred Dollars in part discharge
of the debt due McChes and Blair which
was refused by Blair. There was no
settlement required to be made but only
an acceptance of Land in discharge of a
money demand and this was the information
given by Blair. Respondent advised Blair
to take the Land if he could get it at
a fair price in part discharge of said
debt as it was difficult to get money of
Complainant. Blair said he would do so
but would not allow for any the price he
asked. This was before said debt was trans-
ferred to the firm of Blair and Lupton. This
was also the advice of John McChes
one of the defendants to Complainant till
if ferry Books were kept at the ferry then
respondents know nothing of them. Respondents
think it strange if the complainant has the
claim he pretends he should have executed
his note in 1823 without noticing it.
Respondents believe complainant comes to
late with his claim if originally well
founded and now here claims the benefit
of the Statute of limitations as if formally
pleaded against. They ~~against~~ he has no
right to come into a Court of equity his claim
having been decided against in a Court of law
where he could have had all the relief he
can have in this Court &c.

Then Respondents deny all fraud and com-
bination with which they are charged and
are ready to verify the matters of this answer
&c and pray the injunction obtained by
Complainant may be dissolved his bill
dismissed and they be discharged with

22
Their reasonable Costs decreed to them & c

William Nipton
Nichola Blair

This 15th day of November 1831 appeared
in open court William Nipton and Nichola
Blair the respondents in the foregoing
sumner and made oath in due form of
Law that the facts therein of their own
knowledge are true and their stated
information of others they believe to be true

William Nipton
Sworn to in open court & Nichola Blair
This 15th Nov 1831
J^r W. W. W. C.

The Separate answer of John A. Comm. or one
of the defendants to the ^{bill of} complaint filed by John
Lowry against John Alex. Miller & Matthew
McCluskey surviving partners of the late
firm of McCluskey and Blair and William
Nipton surviving partner of the firm of
Blair & Nipton and John McCluskey Nichola
Blair & this respondent Arthur of Wm. S. Blair Esq.

Saving and reserving &c for answer thereto
says that he believes it is true as stated in
said bill that suit was commenced and
such proceedings had thereon against Com-
plainant as is by him alleged this respon-
dent knows not whether the claim now set
up by complainant against the demand
mentioned in his bill is just or not but
suspects it may be only a pretext for longer
delaying the collection of said debt as to
the conversation between complainant & William
S. Blair in which the latter acknowledged
Col Lowry's demand this respondent knows
nothing near having heard of it before not
even from complainant, In the suit at
Law this same matter about the one &

Occupation was set up by Complainant, the then
 plaintiff replied the Statute of Limitation to
 which Complainant demanded the hearing of
 the demand the court overruled it & gave Judg-
 ment against Cal Leroy as stated this
 respondent thinks that if there had been
 such acknowledgment by Mr. Blair
 as Complainant represents something would
 have been said and a different course
 pursued in relation thereto in the trial of
 the cause at Law this respondent thinks
 all fraud & unjust combination & perjury
 to be hence discharged with his reasonable
 costs

J. B. Bradford 200

This day personally appeared John A. Cannon
 in open court and made oath that the facts
 set forth in the foregoing answer of his own
 knowledge are true and those stated as of
 information of others he believes to be true
 Sworn to in open court John Cannon
 15 Feb 1831 R. M. Mearns

And at a circuit court begun and held at
 Moundsville on Wednesday the 3^d day of
 said term the following entry was made
 to wit
 John Leroy } On motion of Respondents by
 vs } John Mearns } their counsel leave is granted
 et al } et al } to show cause why the Judg-
 ment issued in this cause should
 be dissolved

And the cause was continued from day to day
 until Saturday the 12th day of the term aforesaid
 when the following entry was made of record
 to wit
 John Leroy } On motion of the complainant
 vs } John Mearns } leave is given him to amend his
 et al } et al } bill by inserting an allegation of the
 specific nature of the use & occupation
 mentioned in his original bill

74 And thereupon the following amendment
was filed viz

Amendment to the Bill of Complaint Between
John Lowry complainant and John McChes
Matthew McChes and others Defendants

The complainant states and shews to
the court that the said William S Blair
as acting partner of McChes & Blair and
occupied 80 acres of the leased land
in the bill aforesaid mentioned for one
year and 40 thereof the succeeding year; &
Complainant believes the same was worth
3 dollars per acre making together the sum
of 360 dollars and the said William S Blair
occupied the ferry mentioned in said bill from
the 27th day of February 1819, when complainant
became entitled to the same till the 1st day
of March 1820 at least, and complainant
believes longer and the said ferry was
reasonable worth one dollar per day making
365 dollars. And the complainant humbly
conceives that he is entitled to demand of the
said firm of McChes & Blair the sum
aforesaid amounting to the sum of 725 dollars
and prays that this statement may be
taken as an amendment of his bill

John Lowry

Came complainant Lowry, in open court
and made oath that the above facts are
true to the best of his knowledge & belief

Sworn to & subscribed in
open court Nov. 26th 1831

John Lowry

J McChes

And on Saturday the 12th day of the June aforesaid
the following Entry was made of record
to wit

John Lowry vs. S. Equity

John Webster et al } Came on the defendants rule
 heretofore entered in this cause
 to show cause why the Injunction issued in this
 cause should be dissolved and after hearing the
 bill and answers read and argument of counsel
 and consideration had thereon It is ordered
 adjudged and decreed by the court that said
 Injunction be dissolved and that said defendants
 John Webster Alexander Webster & Matthew W
 McPherson & William Nipton Surviving Partners
 of the firm of Blair & Nipton recover of the said
 John Lowry defendant at Law and also against
 Nathan Harris & Robert Harris said Complainant
 Security for the Injunction the sum of thirteen
 hundred and fifty dollars and forty cents
 the amount of said defendants Judgment
 at Law against said John Lowry & also
 the further sum of forty one dollars and
 sixty two cents interest at six per cent per
 annum on said Judgment at Law from
 the rendition thereof being the 16th of May
 1831 up to this time

The following entry appears on the Rule Book of said Court April Rules 1832 Cause
 set for hearing by respondents on Bill & answers
 And at a Circuit Court begun and held
 for the the County of Monroe at the Court
 house in Madisonville on the second day
 of May 1832 and on Saturday the
 18th day of said term the following entry was
 made of record to wit

John Lowry Compt } This second day of
 William Nipton & others } June 1832 came on
 respondent } This cause before the
 Honorable Scott sitting
 in Chancery upon the bill and answers to be
 finally heard and determined as well as the appli-
 cation of Complainant to have this cause
 removed to the Rules, and the injunction her-
 tofore dissolved reinstated and argument being heard
 and consideration had it is ordered adjudged & decreed

26
by the court that complainants application
be refused that his bill be dismissed and that
he pay all the costs of this cause for which
execution may issue. From this there
complainant prays an appeal to the next
supreme court to be held in Knoxville on the
second Monday of July next and to him said
appeal is granted upon his giving bond
and security according to law which was
done. Which bond is in the words and
figures following to wit

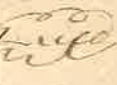
Whereas all men by their parents that are John
Loring & Nicholas & Beck all of the county
of Monroe and State of Tennessee are held &
firmly bound unto William Lupton La Monte
John Alexander McChesne Matthew McChesne
John Alcorn & Mahala Blair in the penal
sum of two hundred & fifty dollars to the
which payment well and truly to be made
we bind ourselves and each of us each &
every of our heirs &c jointly and severally
firmly by their parents. Witness our hands
and seals this 2^d day of June 1832

The condition of the above obligation is such
that whereas the aforesaid William Lupton
& others respondents hath this day recovered
a Judgment against the aforesaid John
Loring for costs in that behalf expended
from which said judgment the said John
Loring hath prayed and obtained an appeal
in the nature of a writ of error to the next
term of the of the supreme court to be holden
at the court house in the town of Knoxville
on the second Monday of July next

Now if the said John Loring shall with effect
prosecute his said appeal or in case he fail
therein shall well and truly pay and satisfy all
lawful costs that may be awarded against
him then the above obligation to be void.

all otherwise remain in full force & effect

John Lowry 

Nicholas P. Pick 

Copy of Costs State tax 2.50

Clerk Spring & Indemnity 1.50 & Subpoenas
to answer 7.50 Spring 66 copy sheet of bill of
28¢ per copy sheet the Prothonotary's fees 50¢
1 Rule 25¢ 1 order 25¢ 3 affidavits to answer
3 separate affidavits 68¢ 2 Subpoenas 1.75
200¢ copy sheet of Transcript at 18¢ per copy sheet
Correcting 39 copy sheet of record at 18¢ per copy sheet
receiving presentation bond 15¢ sitting court for
hearing & granting appeal and taking appeal under
bond 75¢ copy of costs 25 ——— 46.50

Att^r Farnagins tax fee 12.50

Sheriff Henderson serving & Indemnity 1.00
& Subpoenas to answer 250 3.50

a John Wilson & Subpoenas to answer .62 1/2
\$66.62 1/2

I John B. Lipton clerk and master of
of the circuit court of Law & Equity in and
for the county of Monroe do certify that
the foregoing is a true copy of the proceedings
had in the case of John Lowry against
John McElmer Alexander McElmer & Matthew McElmer
McElmer & partners of the firm of McElmer
and Blair and William Lipton surviving partners
of the firm of Blair & Lipton and John McElmer
John John & Leamon & Elizabeth Blair administrators
and admors of William & Blair and taken
from the records now on file in my
office Given under my hand and private
seal knowing me official Seal of
office in Madisonville this 20th
day of June 1832



John B. Lipton Clerk & Master
By his Deft. Elisha McElmer

215
Hunters Point

Equity
John & Mary

John & Mary
at the

Shut out and
to be up to the
1832
of the

Filed June 23. 1832

State of Tennessee

Be it Remembered that on the 21st day of September 1831 the following bill of impeachment was filed in the office of the Clerk & Minister of the Circuit Court of ^{Sumner} ~~Warren~~ County in the words and figures following to-wit To the Honorable Charles F. Smith Judge

The Bill of complaint of John Lowry a citizen of Sumner County complainant against John ~~Alph~~ Alexander McChes & Matthew W. McChes and William Peyton surviving partner of the firm of Blair & Peyton and John McChes and John A. Cannon & Blair administrators of the Estate of William S. Blair dec'd all of Sumner County except Alexander McChes who is of Blount County defendants

Humbly complaining Sheweth unto Your Honor your Orator the said John Lowry that by the third article of the treaty between the United States and the Cherokee Indians made on the 21st of February 1819 a tract of 640 acres of Land, to be divided off in equal parts on both sides of the said Ferry on either Community called Blair's Ferry was reserved to an Indian called Cabin Smith who conveyed the said tract to one Gideon Morgan who in the latter part of February or first of March 1819 conveyed the same to your Orator, that early in the coming April your Orator went to take possession of said tract of land and found William S. Blair occupying the premises with a mercantile establishment thereon in the name of McChes & Blair which firm was composed of the said John McChes Alexander

Attest and Matthew McElroy and the said
William S Blair that Blair rented on being
permitted to retain possession for that season
as he knew not where to go, and your orator
consented and your orator consented that he
should accordingly do so on his promising
to pay rent if the reservation should hold
the land for the said McElroy disputed the
validity of the reservation & had an adverse
claim thereto that said Blair told your
orator that he would choose to pay the
rent of the land and ferry in merchandise &
rather than in money or products &
upon your orator's removing his family
to the land in April 1829 he commenced
dealing with the firm of McElroy & Blair
for goods &c under the belief & understanding
that the use and occupation of the Land
and ferry were to go in payment of his
store account with said firm that the
said firm occupied the whole tract for
the year 1829 and one half of it the ensuing
year and also enjoyed the profits of the
ferry for a considerable time but how
long not exactly recollected that the said
ferry was during that period a very valua-
ble one but what the annual profits
of it was your orator cannot positively
state and the ferry book kept at that period
is in the possession of the defendants or
some of them as your orator suspects
that things remained in this condition
till the said mercantile concern was
about to be closed when your orator was
called upon for a settlement and requested
by Mr Blair to sign a note for the whole
of his account in the store of said firm
which your orator refused to do and claimed

to have a set off for the use and occupation
of said premises that Mr Blair then represented
to your orator that the firm was about to
wind up its affairs and a settlement of this
description mentioned would embarrass its
concerns but assured your orator in order
to induce him to execute a note for said
account that he should have every advan-
tage to which he was entitled for the use
and occupation aforesaid as fully and am-
ply, as the note were executed that upon
this promise of Mr Blair your orator did
execute his note to the firm of McChes and
Blair dated the first day of April 1873
due two months after date for 853 dollars
and 79 cents that from this period till his
death Mr Blair constantly acknowledged
the unsettled state of this transaction when
ever it was the subject of conversation
between him and your orator, and but
a very short time before his death being
then confined by sickness sent to request
your orator to visit him for the express
purpose of settling this very affair but
when your orator attended he found Mr
Blair too sick to do business - and at
a subsequent day your orator wrote Mr
Blair a note by the hands of the defendant
Napton saying to him that there would be
no difficulty in settling their business, if they
could agree on the value of the use &
occupation aforesaid; that a few days
after the receipt of your orator's note; he
again saw Mr Blair who told him that
on the first pleasant day he and his
wife would visit your orator & then they

would adjourn their affairs finally, that after
this Mr Blair rapidly declined, and at last
died without having made the intended
settlement with your creditor; that before
this period Mr Blair had formed a partner-
ship with the defendant Nipton under the
partnership name of Blair & Nipton and
the note executed by your creditor to McChes
and Blair had been transferred by that
firm to the firm of Blair & Nipton who
were as your creditor supposes the beneficiaries
therein at the death of Mr Blair & that
whatever arrangements Mr Blair might
have made touching the same would
have been binding on all concerned
that not long before the death of Mr
Blair a suit was instituted upon said
note in the names of John McChes
Alexander McChes and Matthew W
McChes and William S Blair for the
use of Blair & Nipton in the county Court
of Monroe County from which the cause
was taken by appeal of your creditor
to the circuit Court for said County
in which such proceedings were had
that at May Term thereof on the 16th of
May 1831 Judgment was rendered against
your petitioner for 1315 dollars & 40 cents
besides costs of suit which amounted to
25 dollars & 49 cents and the said William
Nipton surviving partner of the firm of
Blair & Nipton and John McChes
John A Cannon - Blair administrators
and administrators of William S Blair
threatened to sue out execution for the said

Judgment, collect the same from your
Orator for reasons whereof they pretend that
your Orator never was entitled to any
thing for the rent and profits of said land
and forry for all the time they used and
occupied by the said firm of McQuinn &
Blair or if he ever was, entitled to any
thing for the same he, demand is statu-
tary by the Statutes of Limitations whereas
your Orator charges the truth to be that
said Blair acknowledged the existence this
demand within three years last past
till which actings denies and pretences
of the said defendants are contrary to Equity
and good conscience & tend to the manifest
injury of your Orator in tender consideration
whereof and for that your Orator is
reminded in the premises by the strict
rules of the common law and equitable
only in a court of Equity where matters
of this nature are properly cognizable
In the end therefore that the said de-
fendants may respectfully full true direct
and perfect answers make upon their
respective knowledge information & ship
to all and singular the charges and matters
of or said as fully in every respect as
if the same were here again repeated
and they therunto particularly interrogated
and more especially that the surviving
parties of the firm of McQuinn &
Blair may set forth & discover whether
the said firm did not use occupy and
enjoy the premises aforesaid after the
27th day of February 1819 and how long

after that time, what were the annual profits
of the land and ferry at that period and what
profits the said firm made thereof; whether
they have not heard their partner William
S Blair say that he kept possession after
April 1819 by permission of your orator
and under an understanding on his part
to pay your orator rent for the premises
if he should become entitled to the same
lawfully, or if the reservation of Cabin
Smith should hold the land whether the
reservation of Cabin Smith did not hold
the land and whether their said partner
William S Blair has not often told
them that the said business remained
unsettled but very shortly before his death
and that the said William Norton
surviving partner of the firm of Blair &
Norton may at first and otherwise
whether he did not at all times when
said business was the subject of conversation
between him and said William S Blair
understand from him that your orator
had unsettled demand against the firm
of Richard Blair for the use and occu-
pation of said land & ferry, and what
the amount of that demand was and
that the said Administrators & more es-
pecially the said Blair willow and
administrators of the said William S Blair
did not understand from him from
the period of the said use & occupation
before to within a few days of his death
that the account between your orator
and him for said use & occupation was
unsettled & that he desired to settle them

a few days before his death That the defen-
dant may be compelled to account with
your Orator concerning said use & occupation
and allow him towards the discharge of
said Indemnity whatever may be due
him and if the said use & occupation
and benefit interest thereon exceed the ^{said} Indem-
nity that then the residue may be
paid by the defendant to your Orator
that if the said use and occupation
equal or exceed the said note executed by your
Orator to Welch & Blair that then interest
shall not be allowed to accumulate thereon
except upon the excess which ever way it
may be and that said defendant be
enjoined from collecting said Indemnity
till an account can be taken & stated between
your Orator & them, and if it be consistent
with equity that they away be on the final
hearing. perpetually enjoined &c and that your
Orator may have such other & further re-
lief as the nature of the case shall require
and to your Honor shall seem meet may
it please your Honor to grant your Orator
the States most gracious wishes by injunction
issuing out of the office of the clerk & Mas-
ter of the Honorable Circuit Court for Lincoln
County directed to all persons concerned
commanding them & each of them to abstain
from further proceeding under and by
virtue of said Indemnity &c and also the
writs of Subpoena issuing as aforesaid directed
to the said John Welch Alexander Welch
Matthew Welch John Alcorn
Blair and William Minton Command-
ing them to be and appear at a Circuit
Court to be held for Lincoln County
at the Court house in Madisonville on the

Second Monday of November next then &
then to answer &c and to stand to perform
and abide such order direction & decree herein
as to your Honor shall seem meet and
your orator will ever pray &c &c

R A Briggs Sol

State of Tennessee
Monroe County This day personally
appeared before me
Charles H Smith one of the Judges of
the Circuit Court of Law & Equity in
for the State of said John Lowry the orator
Complainant and made oath in due form
of law that the facts stated in the foregoing
bill as of his own knowledge are true
and those facts stated from information
of others he believes to be true Subscribed
& sworn to before me this 10th day of
September 1831 Charles H Smith Judge &c

State of Tennessee
Seventh Judicial Circuit &c

By the Clerk & Master of the Circuit
Court of Monroe County in the Circuit
and State of said let writs of Habeas Corpus
and Subpoena issue agreeable to the
prayer of the foregoing bill on the com-
plainant giving bond & security as directed
by law Given under my hand this
10th day of September 1831

Charles H Smith one of the
Judges of the Circuit Court
of Law & Equity in and for the
State of Tennessee

And therefore a prevention Bond was exacted
in the words and figures following to wit
I know all men by these prints that me.

John Lowry Nathan Harris & Robt. M. Harris
are jointly and severally held and firmly bound
unto John McChes Alexander McChes &
Matthew McChes surviving partners of
the firm of McChes & Blair and William
Norton surviving partner of the firm of
Blair & Norton & John McChes John C
Common and Mahala Blair administrators
and administrators of William S Blair de-
ceased in the penal sum of three thousand
Dollars to be paid on condition that the
said John Lowry doth with effect
procure a Bill of Exoneration by him
this day filed against the said John
McChes Alexander McChes Matthew Mc-
Ches William Norton John McChes
John C Common and Mahala Blair
in the Circuit Court of Monroe
County otherwise to pay and satisfy
the debt damages and all costs that may
be awarded for failure.

Witness Our hands and seals this
20th day of September A.D. 1831
Lester John Lowry and
E. H. McChes Nathan Harris and
Robt. M. Harris and

And thereupon the following Exoneration
issued in the words & figures to wit
I State of Tennessee
To the Sheriff of Monroe County Greeting
Whereas it has been represented to the
Honorable Charles H. Smith Judge of the
Seventh Judicial Circuit on the part of
John Lowry that William Norton the

the surviving partner of Blair & Nyston had
received Judgment against the said
John Lowry in the Circuit Court of
Monroe County for about the sum of
1315 dollars 40 cents which said Judgment
was inequitable and unjust but that
the said Lowry could not avoid the same
in a court of law and that there was an
old and unsatisfied claim due com-
plainant Lowry from respondents to an
amount equal or nearly so to the
Judgment aforesaid except a discovery
and in expunction which was directed
You are therefore hereby commanded
to notify the said William Nyston
his agents attorneys and all others
to direct and altogether stay any and
all other proceedings on said Judgment
at law herein said not to have you
this writ at a court to be held for the
County of Monroe at the court house
in Madisonville on 2d Monday
of November next to wit 25th Sept 1834
John B. Lipton clerk & master of said Court
2d Monday of May 1831

John B. Lipton clerk
By his Asst E. H. Hester
(and under) notified 10th Sept 25th Sept 1834
John L. Henderson Esq

And therefore the following subpoenas were
issued to wit
To the Sheriff of Adams County Kentucky
you are hereby commanded to summon
Alexander McArthur if to be found in
your County personally to appear before

the Judge of our Circuit of Law & Equity, at
a court to be holden for Monroe County
at the court house in Madisonville on
the second Monday of November next and
answer the bill of complaint filed by
John Lowry against John McChes-
ter Alexander McChes-ter & others in said court
and abide by & perform the decree of the court
therein to be made, and that he shall in
no wise omit; herein fail not and have
you then there this writ Witness John B
Lipton Clerk of our said Court at office
in Madisonville the second Monday
of May 1831 and the 55th year
of our Independence

John B Lipton Clerk & Master
By his Dep^t E. H. Miller

Witnessed & sub^d 26th Sept 1831 Executed

John McChes-ter Deputy atty

State of Tennessee

To the Sheriff of Monroe County greeting
You are hereby commanded to summon
William Lipton if to be found in your
County personally to appear before the
Judge of our Circuit Court of Law and
Equity at a court to be holden for
Monroe County at the court house
in Madisonville on the second Monday
of Nov^r next, and answer the bill of
complaint filed by John Lowry
against John McChes-ter him & others in
said court and abide by & perform the
decree of the court therein to be made &
that he shall in no wise omit; herein
fail not and have you then there this
Writ Witness John B Lipton Clerk
of our said Court at office in Madisonville
the second Monday of May 1831

and the 55th year of our Independence
John B. Hyatt, clerk of Court
By his Dept E. McLean
Conformed And 23rd Sept 1831 Executed by handing
a copy of the bill to Matthias Hyatt this
12th day of October 1831 John S. Henderson
Shff

State of Tennessee

To the Sheriff of Monroe County Greeting
You are hereby commanded to summon
Matthias W. McChesne if to be found in
your County personally to appear before
the Judge of our Circuit Court of Law
and Equity, at a Court to be holden for
Monroe County, at the Court house in
Machinville on the second Monday of
November next, and answer the bill of com-
plaint filed by John Lowry against
John McChesne Matthias W. McChesne et al
in said Court and abide by & perform
the decree of the Court therein to be made
and this he shall in no wise omit
herein fail not and have you return
there this writ Witness John B. Hyatt
Clerk of our said Court at office in
Machinville the second Monday of May
1831 and the 55th year of our Independence

John B. Hyatt, clerk of Court
By his Dept E. McLean
Conformed And 1st Oct 1831 Executed
by delivering a copy of the bill to Matthias
W. McChesne this 13th October 1831
John S. Henderson Shff

State of Tennessee

To the Sheriff of Monroe County
Greeting You are hereby commanded
to summon John McChesne if to be
found in your County personally to
appear before the Judge of our Circuit

Court of Law and Equity, at a court to be holden
for Monroe County, at the Court house
in Madiouville on the second Monday
of Nov next, and answer the bill of
complaints filed by John Lowry against
him & others in said court & abide by
and perform the decree of the court therein
to be made and this he shall in no
wise omit, herein fail not and have
you then there this writ Witness John
B. Tipton, clerk of our said Court, at
office in Madiouville the second
Monday of May 1831 and the 55
year of our Independence

John B. Tipton clerk & mat
By J. R. E. J. McLean

(Enclaved) and 13th October 1831 Executed
by delivering a copy of the bill to John
McLean this 25th Oct 1831
John H. Murchison Shff

State of Tennessee

To the Sheriff of Monroe County Greeting
You are hereby commanded to summon
Nathaniel Blair Administrator of the
& Blair Executors to be found in your
County personally to appear before
the Judge of our circuit Court of
Law & Equity, at a court to be holden
for Monroe County, at the court
house in Madiouville on the second
Monday of November next, and
answer the bill of complaints filed by
John Lowry against him & others
in said Court and abide by & perform
the decree of the Court therein to be made

and this I shall in no wise omit; having
paid not and have you then there this
writ within John B. Tipton Clerk of
our said Court at office in Mad-
isonville the second Monday of May
1831 and the 55th year of our Indepen-
dence John B. Tipton Clerk & Master
By his Dep't E. H. Allen
Endorsed And 15th October 1831 Granted by
forwarding a copy of the bill to Nicholas
Blair this 18th October 1831
John W. Henderson V. B.

State of Tennessee
To the Sheriff of Monroe County Greeting
You are hereby commanded to summon
John O. Cannon adverse of Wm. H. Blair
said if to be found in your County per-
sonally to appear before the Judge of our
Circuit Court of Law & Equity at a court
to be holden for Monroe County, at
the Court house in Madisonville on
the second Monday of Nov. next, and
answer the bill of Complaint filed by
John Lowrey against him & others
and abide by & perform the decree of the
Court therein to be made and this he
shall in no wise omit; having paid not
and have you then there this writ
within John B. Tipton Clerk of our
said Court at office in Madisonville
the second Monday of May 1831 and
the 55th year of our Independence

John B. Tipton Clerk & Master
By his Dep't E. H. Allen
Endorsed And 1st Nov 1831
I acknowledge service of the
within 1st Nov 1831 John O. Cannon

And at a circuit Court of Law & Equity
begun and held for the County of Monroe
at the Court house in Meridianville
on the Second Monday of November
1831 and holden by the Meridianville Court
J. Smith Judge &c. The following
answers were filed in the records and
figures to wit The joint and separate
answer of John McChesne and Matthew
McChesne to the bill of Complaint of
John Leary filed against them and Alexander
McChesne William Newton Mahala Blair
and John O'Connor in the circuit
Court for Monroe County in the State of
Tennessee — These respondents
swearing and reserving to themselves every
benefit of exception to the manifest errors
imperfections uncertainties and untruths
in complainants bill contained for
answer thereto or to so much thereof as it
is material for them to respond answering
say that long before the treaty of 1819
between the United States and Cherokee nation
of Indians their father Barchy McChesne
had the possession of the tract of land
and ferry named in complainants
bill that part on the North Bank of
the river by an Occupant claim and
also under authority from the Cherokee
agent and that on the South bank by
authority of said agent there was no
conflicting claim till the year 1819 &
then John Leary the complainant set
up title to said land and ferry under

an Indian called Cobie Smith to whom
they had been reserved in the treaty between
the United States and Cherokee Indians
of that year but his claim was resisted by
Barclay McHugh and those in possession
under him as early perhaps as the year
1817 John McHugh & Alexander McHugh
Matthew McHugh and William S Blair
formed a partnership to vend Merchandise
and located their store upon the
land aforesaid of which Blair took
charge and also possession of the
land and ferry where he remained undisturbed
under the title of Barclay McHugh till the claim of Complainant
was asserted in 1819 McHugh and Blair
were unwilling to acknowledge his
title and did not then do so but determined
to hold possession in opposition thereto
and Leroy seemed equally determined
to get possession either by force or
perhaps got possession of a small part
in 1819 Respondents have been informed
that in March 1820 while William
S Blair was from home at the
organization of the County Court of
Monroe complainant took possession
of the ferry against the will of Blair
and kept it by force Blair sent
William Npton to he Npton said to
Marysville in Blount County to give
information of what had been done by
Complainant; McHugh directed Blair
to hold possession for them at all

counts and assured him that he should be
indemnified; and these respondents have
always understood he did so till a
compromise was made of the title of
Amelias and Compliment by an act
of the General Assembly of the State
of Tennessee and then Blair moved off
the land to a place on the South of
Tennessee and if ever Blair held prop-
erty of either the land or ferry named in
the bill under Lowry or agreed to pay the
Complainant rent they can only say
they never heard it and do say with
confidence Blair never did by their
consent or that of their father as they
believe of the fact had been ^{as} alleged
by complainant respondents think they
could have heard it but did not either
from Blair or Lowry. It is unfortunate
perhaps for all concerned that complain-
ant claims for its support has to rest
upon the alleged admission of a man
now dead and they and they much
alone to Complainant whose statements
are the proof. The mercantile establish-
ment was moved to the place Blair
settled and there continued for sometime
where complainant also continued his
charging respondents and their brother
Alexander in their own accounts as
well as with William J Blair had
various dealings with complainant and
debts against him to settle and in no
instance did Lowry make claim

to compensation for use and occupation
now claimed in his bill would they
understand till lately he pretended any
such and then only when he was sued
upon a note given to McElphus & Blair
in 1873 being after the time he says
his claim originated. It occurs to their
respondents that when he settled his store
account with McElphus & Blair and
was about to give his note for the
amount due was the proper and
reasonable time to have adjusted his
claim, and had credit therefore but it
seems it was not done and the reason
assigned by complainant for the omis-
sion is not satisfactory and its force
not readily seen respondents must
believe it an after thought designed
to delay the collection of an honest
debt Alexander and Matthias McElphus
paid no attention to the store of
McElphus & Blair leaving it to John
McElphus and Blair to manage and
settle the accounts. The respondent
John McElphus says he was frequently
about said store and had many con-
versations with Blair about the debt due
from complainant in respect of which
did Blair say one word about Lowry
having any claim but did say Lowry
had proposed to let him have a piece of
land at about the price of eight hundred
dollars in part pay of said debt but
but remarked the price was too high re-
spondent advised him to take the land if he

Could get it at a fair price Blair said
Complainant had made him another
proposition of payment in notes or
other persons to which respondent agreed
if the notes were on solvent people.
During all the time plans for the collec-
tion of the debt due by complainant were
devising and propositions making of
payment by literary respondents never
made of any claim on the part of
complainant against McPherson & Blair
or Blair individually respondents
insist on the Statute of limitation as if
formally pleaded and also insist Complainant
has no right to come into a court of
Equity upon the matters of his bill
because the validity of his claim has been
adjudicated upon and decided against him
in a court of law where the complainant
elects to have it first tried &c

Respondents deny all fraud & combina-
tion with which they are charged &c and
prayer the dissolution of Complainant's
Injunction that his bill may be dis-
missed and they have discharged with
their reasonable costs decreed to them
Joh. McPherson
&c Matthew W. McPherson

This 15th day of November 1831 personally
appeared in open court John McPherson
and Matthew W. McPherson and made
oath that the facts stated in the foregoing
sworn, as of their own knowledge are
true & then stated from the information of others
they believe to be true
Joh. McPherson
Matthew W. McPherson
Subscribed to in 1831 at the Court House

The Joint and Separate answers of William
Horton and Mahala Blair widow and
administratrix on the estate of William
S Blair shew and to the bill of complaint
of John Lowry filed against them
and John McElhin Matthew McElhin
and John A. Lawrence in the circuit
court Monroe County in the State of
Tennessee. These Respondents now and
at all times hereafter saving and res-
erving to themselves the right to and benefit
of all and every exception or exceptions
to the manifest uncertainties and truths
informalities and imperfections in complain-
ant's said bill contained for answer thereto
or to so much thereof as they are advised
it is material for them to respond answer
and say it may be and is believed to be
true that by the treaty between the United
States and Cherokee nation of Indians
in the year 1819 a reservation of six
hundred and forty acres of land was
given to a certain Cabin Smith and con-
veyed as stated to John Lowry to complain-
ant these Respondents state that in the
year 1817 perhaps John McElhin Alex-
ander McElhin Matthew McElhin and
William S Blair formed a mercantile
~~partnership~~ located their store at the
place where the complainant now
lives the land there being then claimed by
Barclay McElhin the father of said
John Alexander and Matthew McElhin
and Smith side of the Tennessee river

was holden by said Barclay & McHugh under
a lease or something of the kind from the
Agent of the United States to the Cherokee
Nation of Indians William S Blair
took possession of the tract of Land
and ferry and held them under McHugh
and under no other person after the
treaty aforesaid of 1819 between the United
States and Cherokee Indians John Lowry
the complainant set up claim to the
Land and ferry aforesaid the validity
of his claim was denied by the McHugh
and William S Blair and possession
to him was refused John Lowry the
complainant made use of various
means to get possession under his title
from Cabier Smith the receiver and to
dispossess William S Blair some times
by stratagem and some times by force
but could not and did not succeed
till after the passage of an act by the
General assembly of the State of Tennessee
by which the dispute between complainant
and McHugh was settled and Blair
moved off & delivered possession
of the Land and ferry to complainant
This surrender it is believed was made
about the fall of eighteen hundred
and twenty complainant it is true
about March 1820 while Blair was
absent at the organization of the County
Court of Monroe took possession of
the ferry against the will of Blair
and respondent Reptons says that about

that time he went to Marysville to see
the McHughes at the instance of William
S Blair and to inform them what com-
plainant had done & he well remembers
McHughes directed him to tell Blair
to hold the property for him at
all events and they would indemnify him
against consequences & that Blair
agreed to do so and did endeavor
to do at least of a part till the
compromise offered was made &
from this knowledge of facts he
was surprised on reaching the complain-
ant's bill at finding the claim made
for use and occupation and that by
contract with Blair of the land and
ferry of which he never before heard
though he lived with William S Blair
at the time and never in any conversation
with Blair heard him ever intimate
he was to pay complainant or that he
ever claimed any thing for use & occupation
and it is true this respondent & William
S Blair his partner in trade had many
conversations about the debt due by
complainant to the firm of McHughes
and Blair and which is enjoined by
complainant the firm of McHughes and
Blair transferred the interest in the debt
of record due by note to the firm
of Blair and Repton and not even
then did Blair say or intimate Lowry
had or pretended any set off Lowry
was dead in the life time of Blair and
at his instance without having any credit
allowed him for his now pretended claims

though Complainant pretends Blair was very
desirous to settle and allow him the same
Respondent Mahala Blair says that
in all the conversations she ever had
with her husband about the debt due
by Complainant or heard him have
with others she never heard him say
or intimate Lowry had any claim for
use and occupation as claimed in his
bill but did hear him say he would
collect the debt unpaid or try though it
was hard to get any thing out of
Complainant She knows that during
the life time of William S Blair com-
plainant came to his house when
he was not at home & then informed
her that he had come to let Blair
have a piece of Land adjoining him
and did not then say he had any claim
Blair when informed of this proposition
said Lowry asked to much for his
land and that he would not allow his
price She believes this proposition was
several times made by Complainant
in person and through others at least she
was so informed and notwithstanding it
was often talked about she never heard
of Lowry's now pretended claim Respon-
-dent Nipton says he remembers a letter
from Complainant to Blair first by
him and also the substance of it he
presumes the one referred to in the bill
as he recollects none other That letter
was a proposition from Lowry to Blair
requesting the latter to take a piece of
land at eight hundred Dollars in part

discharge of the debt due McArthur & Blair
which was refused by Blair there
was no settlement required to be made but
only an acceptance of land in discharge
of a money demand and this was the
information given by Blair Response
did not advise Blair to take the land
if he could get it at a fair price in
part discharge of said debt as it was
difficult to get money of complainant
Blair said he would do so but would
not allow Lowry the price he asked
this was before said debt was transferred
to the firm of Blair and Apton this was
also the advice of John McArthur
one of the defendants to complainant's bill

If any books were kept at the time
these respondents know nothing of them
respondents think it strange if complainant
has the claim he pretends he should
have executed his note in 1823 without
retiring it. Respondents believe com-
plainant comes to take with his claim
if originally well founded and now here
claim the benefit of the Statute of Limitations
as if formerly pleaded again they insist he
has no right to come into a court of Equity
his claim having been decided against him
in a court of law where he could have
had all the relief he can have in this
court. The Respondents deny all fraud
and combination with which they are
charged and are ready to verify the matters
of this answer &c and pray the injunction
obtained by complainant may be dissolved
his bill dismissed and they have

discharged with their reasonable costs 23
decreed to them &c. William Nisbet
Mahala Blair

This 15th day of November 1831 appeared
in open Court William Nisbet & Mahala
Blair the respondents in the foregoing
answers and made oath in due form
of Law that the facts stated therein of
their own knowledge are true and that
they relied upon information of others they believe
to be true
William Nisbet
Mahala Blair

Given under Court This 15th

July 1831 - J. S. Wear Dep

The separate answer of John O'Connor
one of the defendants to the bill of com-
plaint filed by John Lowry against
John Alexander & Matthew W. M. G. &
surviving partners of the late firm
of McAlister & Blair and William Nisbet
surviving partner of the firm of Blair &
Nisbet and John McAlister Mahala Blair
and their respondent Answer of said
Blair O'Connor

Saving & reserving
for answer thereto says that he believes
it is true as stated in said bill that suit
was commenced and such proceedings
had thereon against complainant as is
by him alleged the respondents know
not whether the claim now set up by
complainant against the demand mentioned
in his bill is just or not but supposes
it may be only a pretext for longer delaying

the collection of said Judgment as to the
Conversation between Complainant and
Messrs Blair in which the latter acknow-
ledged Coal Livery and this respondent
knows nothing never having heard of
it before nor even from Complainant
In the suit at Law this same matter
about the use and occupation was set
up by Complainant the then plaintiff
replied the Statute of Limitation to which
Complainant demurred on the hearing of
the demurer the court overruled it and
gave Judgment against Coal Livery as
stated this respondent thinks that if
there had been such acknowledgment
by Messrs Blair as Complainant represents
Something would have been said and
a different course pursued in retaliation
there to in the trial of this cause at Law
This respondent denies all fraud
and unjust combination & prays to be
hence discharged with his reasonable
costs N B Bradford Dec

This day personally appeared John Clemons
in open court and sworn that the
facts set forth in the foregoing answer
of his own knowledge are true and
those stated as of information of others
he believes to be true John Clemons
Sworn to in open court
15 Nov 1831
E. H. Mear D.C.

And at a Circuit Court as aforesaid begun
& held as aforesaid and on Wednesday
the 3^d day of the term the following entry was made
of record For want

John Lowry } In Equity
vs } On motion of the Defendant
John McElhin } de do by their counsel
et al } Leave is granted them
to show cause why the
disjunction if said in this cause should
be dissolved

And on Saturday the 12th day of the
Term aforesaid the following Entry was
made of record (viz)

John Lowry } In Equity
vs } On motion of the
John McElhin } Complainant leave is
et al } given him to amend his
bill by inserting an allegation of the
specific value of the use and occupation
mentioned in his original bill

And thereupon the following amendment
was filed to wit

Amendment to the bill of Complaint Between
John Lowry plaintiff & McElhin and others
defendants

The complainant states and shews
to the court that the said William S
Blair at acting justice of McElhin
and Blair used & occupied 80 acres of
the cleared land in the bill aforesaid
mentioned for one year and 40 acres
thereof the succeeding year and complain-
ant believes the same was worth three
dollars per acre making together the
sum of 360 dollars and the said William
S Blair occupied the forty mentioned
in said Bill from the 25th day of Feb-
ruary 1819 when complainant became
entitled to the same till the first day of

March 1820 at least and complainant
believes longer and the said ferry was
reasonable worth one dollar per day
making 365 dollars And the complainant
humbly conceives that he is entitled to
demand of the said firm of McPherson & Blair
the sum aforesaid amounting to the sum
of 725 dollars and prays that this state
ment may be taken as an amendment
of his bill John Lowry

Came the complainant Lowry in open
Court and made oath that the above facts
are true to the best of his knowledge & belief
Sworn to & Subscribed
in open Court at and 26th
1831 R McLean DC

And on Saturday the same day of the
term aforesaid the following entry was
made of Record to wit

John Lowry } In Equity
vs } Came on the defendants
John McPherson } Rule returned entered in
et al } this cause to show cause
why the injunction issued in
this cause should be dissolved and after
hearing the bill and answer read and
argument of counsel and consideration
and return It is ordered adjourned and
considered by the Court that said injunction
-tion be dissolved and that said respondents
John McPherson Alexander McPherson and
Matthew McPherson and William Lytle
Surviving partners of the firm of ~~McPherson~~
~~McPherson~~ and Blair. Lytle recover against
the said John Lowry defendant at Law
and also against Nathan Harris and

Robert M Harris said Complainants decy
for the injunction the sum of fifty
hundred and fifty dollars and forty
cents the amount of said defendants
Judgment at law against said John
Lowry and also the further sum of
forty one dollars and sixty two cents
interest at six per cent per annum
on said Judgment at law from
the rendition thereof being the 11th of
May 1831 up to this time.

The following entries were entered on the Rule
Book at Court November Term 1831 and was
filed —
April Rules 1832 set for hearing by
Respondents on Bill & answers —

And at a circuit Court of Law and
Equity begun and held for the County of
Monroe at the Court house in
Machonville on the second Tuesday
of May 1832 and Halden by the
Honor Edward Scott Judge &c

The complainant presented to court
a petition which is in the words & figures
to wit
To the Honorable Edward Scott Judge &c
The Petition of John Lowry against
John McChes Alexander McChes & another
McChes and William Kepton surviving
partners of the firm of Blair & Kepton
and John McChes John A. Leeman
and Mahala Blair administrators of William
& Blair deced.

Respectfully shows that on the 21st of

September 1831 this petitioner filed his original
and injunction Bill in the circuit Court for
the County of Monroe praying amongst
other things for an injunction to restrain
the said defendants from proceeding to
collect a judgment then lately by them
recovered against your petitioner in the
said circuit Court for 1315 dollars and
40 cents besides costs of suit and for an
account against the said defendants for
the use and occupation of a tract of
land of his which they had enjoyed during
the years 1819 and part of the year 1820
that to this bill the said defendants made
answer and thereon moved the Honorable
Court to dissolve said injunction which
had been granted to your petitioner
according to the prayer of said bill that
in and by said answer it is admitted
William L Blair charged did hold use
and occupy said land as in the bill
is alleged but it is pretended that he
held said land adversely under a claim
to the same set up by Barclay McKim
ancestor of said John Alexander and
Matthew W. from which the sum to
obtain the inference that no contract
such as your petitioner alleges in his bill
made by Blair to account for the use
for the said use and occupation could
have been made and therefore they
deny the said contract and also plead
in insist upon the Statute of limitations
as a bar of your petitioners claim for

the said use and occupation that said
Injunction was thereupon dissolved and the
and the defendants caused the said bill
to be set for hearing whereby the great
I irreparable injustice will be done your
petitioner your petitioner states and
shews to the court here that since the
dissolution of the injunction he has ascer-
tained that he will be able to prove as
he is informed and believes by a witness
of undoubted veracity who had several
separate and distinct conversations with
William S Blair shortly before his death
in which he stated to the said person
that there was a settlement necessary to be
made between your petitioner and himself
and said John, Abraham and Matthew
all which he was very anxious should
be done in his life time and in one of
said conversations said Blair stated that
the settlement alluded to was touching
the use and occupation of the land
mentioned in said original and Injunction
Bill which was worth from seven to
nine hundred dollars per year of which
facts your petitioner was ignorant at the
last term of this court your petitioner
insists that this matter forms a dis-
tinct ground of equitable interference
not touched in the original Bill nor
covered by the removal of the defendants,
and he prays that the injunction be revived
and that the cause be again referred to the
Judge that he may be enabled to procure the
testimony of said witness & in chief & John Lowry
sworn to in open court 1st term 1832
A. H. Warrall

And on Saturday the 18th day of
the term aforesaid the following decree
was entered of record (viz)

John Lowry & In Equity
vs

William Nyston } This second day of
& others respd } June 1832 came on
this cause before the

Honorable Edward Scott sitting in
Chancery upon the bill and answer
to be finally heard and determined as
well as the application of complainant
to have this cause removed to the
Kicks, and the Prognostics heretofore
disolved reinstated and argument being
heard and consideration had it
is ordered adjudged and decreed by the
Court that complainant's application
be refused that his bill be dismissed
and that he pay all the costs of this
cause for which execution may issue
From this decree complainant prays
an appeal to the next Supreme Court
to be held in Knoxville on the second
Monday of July next, and to him said
appeal is granted upon his giving bond
and security according to Law which was
done In the words & figures following
(viz) Where all men by these presents
that we John Lowry & Nicholas A. Pick
all of the county of Monroe & State
of Tennessee are held and jointly bound
unto William Nyston & others respondents
in the penal sum of two hundred & fifty

dollars to the which payment well &
truly to be made we bind ourselves and
each of us each and every of our heirs,
& jointly and severally, firmly by these
present. With our hands and seals,
this 2^d day of June 1832

The condition of the above obligation
is such that whereas the aforesaid
William Aspin & others respondents hath
this day recovered a judgment against
the aforesaid John Lowry for costs in
that behalf expended, from which said
Judgment, the said John Lowry hath
prayed and obtained an appeal in
the nature of a writ of error to the
next term of the Supreme Court to be
held at the Court house in the town
of Knoxville on the second Monday
of July next. Now if the said

John Lowry shall with effect prosecute
his said appeal, or in case he fail
therein, shall well and truly pay and
satisfy all lawful costs that may be
incurred against him then the above
obligation to be void, otherwise remains
in full force and effect

John Lowry *and*
Nicholas J. Pickens *and*

Copy of costs

State tax 2.50

Wm Aspin & others 15.00

Subpoenas to answer \$1.50 if any be copy sheet of

Bill of \$1.50 two Prothonotary Quarters 50 - 21.00

Amount carried over \$28.50

1 Book 25¢ 1 order 25¢ 3 uppts to annex 20¢
 1 budget drinking by motion 100 1 Light find
 25¢ 43½ copy shots of Lancaster 783
 Enrolling 42 copy shots of Bill Sumner 20.56
 Recording Pronunciation Board 15¢ setting came
 for hearing 18½¢ granting appeal and
 taking appeal Board 25¢ one book on docket
 10¢ copy of costs —

22.66½
 12.50

Atto Immagine tax per

Shiff Henderson serving on Hydration

100 54 Subprimato unum 250 3. 50

"John Wilson, Sulphur to mine $\frac{62\frac{1}{2}}{67\frac{3}{4}}$

State of Tennessee

I John B. Lipton clerk of the circuit
Court of ^{Law & Equity} Monroe County do certify
that the foregoing ^{2nd sheet} contains a true copy
of the proceedings had in the case of
John Lowry against John McChes
Alexander McChes & Matthew W. McChes
Surviving partners of the firm of McChes &
Blair and William Lipton surviving partner
of the firm of Blair & Lipton & John McChes
John Cannon and Mahala Blair admin-
istrators & administratrix of William S
Blair dec'd Taken from the records
and original, now on file in my
office Given under my hand &

Given under my hand &
Private Seal having no official
Seal of office at office in
Cincinnati this 16th day of July
1832 John B. Tipton clk & m
By his depty E. H. Allen

Amur

Manuscript

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John Deane

John Deane

Annals of the
to 1832
1832 to the present

Dec. July 17. 1832