K I N

State of Tennessee
Supreme Court at Knoxville

John Enlow & others
vs
McCully & Blankenship

At the Sept. Term 1871 of said Court a decree was made in said cause, directing that the "Clerk of this Court take & state an Account & "report to the present Term

"1st What amount of the purchase money [of the land in the pleadings mentioned] still remains "due from the Adm't. of Isaac Blankenship:

"2nd He will report to whom the amount hereto-"fore paid was paid, the date & amount of payment.

"And in answering this inquiry the Clerk will "charge Jane McCully & the Adm'r. of Ann Mc. "Cully with any amount paid to them or in their "presence on any notes payable to them or either "of them:

And in pursuance of said decree of Court, the undersigned hereto subscribed to the record makes & submits his report on the matters referred to him in the words & figures following, to wit:

161

Preliminary Statement.

The decree of the Chancellor, affirmed by this Court, declares all the conveyances of David, Robert, Jane & Ann McCully, amongst themselves, to be fraudulent & void, & that David McCully's interest in the land was 3/7ths of the whole; & that any payments made "to said Ann or Jane or in their presence on any note made payable to them, shall be charged" to them. - It appears from Bill & Answers that the sale of the land by the McCullys to Blankenship was for $1500.00 - including $100.00 for Distillery & tubs; the purchase money (as appears from the answers & proofs) due $500. Dec. 25. 1848 - $500. due Dec. 25. 1850; & $500. due Dec. 25. 1853 - the 2nd. note bearing interest from Dec. 25. 1848; the 3rd. note inferred to draw interest from date when due. See the Bill, Answers, & depositions of Blankenship & Robt. McCully. - There is no satisfactory proof as to the precise amount of the purchase money due. The Bill See page 4, charges that about ½ of the purchase money was due at the date when filed Oct. 10. 1869. The answer of Jas. Blankenship - responsive to the Bill - claims that he has paid the first $500. note; & that there is due

2019

Preliminary Statement . . continued

on the 2nd. note due Dec. 25. 1850, "about" the sum of $400.00; & on the note last due, Dec. 25. 1853, the sum of $125.00 due to, or held by, R. Talbot Coe Agent of Jos. McCully; $93.75 held by the Assignee of David McCully in Ohio. Carolina; ~~as~~ to Jane McCully, the sum of $93.75; & to Ann McCully (now ~~to~~ her admr.) a like sum of $93.75. The four last mentioned sums being parts of the $500. due Dec. 25. 1853, & evidenced by notes substituted (with a $93.75 note to Robt. McCully claimed to have been paid) for the ori. $500. note due Dec. 25. 1853. See ori. Answer page 10 of Record. This statement is re-affirmed by said Blankenship in his deposition ~~where pages~~ with the modification that he had paid $120. on the "$500." note due Dec. 25. 1850, which would leave due on that note $380. instead of $400. See said deposition pages 32, 33 & 34 of record.

On this state of facts & in the absence of better proof, the undersigned proceeds to educe such results, from the data above stated, as may at least approach the truth & constitute a basis for a decree distributing the fund derived from ori. purchase money: —See next page

Statement of unpaid purchase money.

State amt. due on the 2nd. note due Dec. 25. 1850, bearing interest from Dec. 25. 1848, the sum of ... $320 00
Intst. to Nov. 8. 1871 - 22 yrs. 10 mos. 14 d. 494 00
Total due Nov. 8. 1871 ... $814 00

Amt. due on the last note - due & bearing interest from Dec. 25. 1853, is contained in the several small notes enumerated ~~in~~ preceding page as follows, to wit:

Note held by H. Talbot Cox for	$125 00	
Note held by assignee of David McCully in No. Carolina for	93 75	
Note executed to ~~Jane~~ McCully for	93 75	
Note executed to Ann McCully for	93 75	
All bearing intst. from Dec. 25. 1853	$406 25	
add intst. to Nov. 8. 1871. 17 yrs. 10 mos. 14 d. [414.32]	414 32	$820 57

Showing a sum total of unpaid purchase money, under the foregoing data, on the 8th. day of Nov. 1871. amounting to. $1674 61

147

5

Statement showing the parties in interest to whom payments have been made

It appears in proof that out of the first note there was paid to Jane & Ann McCully ~~the~~ sum (in the absence of David McCully) the sum of - $ 250 00

add int. from Dec. 25. 1868 to Nov. 8. 1871 - 22 yrs. 10 mos. & 12 days . . 343 07

- See the dep. of Sam Blackenship. page 36 of Record -

Total paid J. & A. McCully with interest . $ 593 07

David McCully was paid out of sd. 1st. note, say Dec. 25. 1868 . . $ 250 00

- See the dep. of sd. Blackenship p. 36

add int as above Nb 343 07

Total paid out of sd. 1st. note Nb . . . $ 593 07

Robert McCully was paid out of the note last due Nb. Dec. 25. 1873 - $ 73 25

- See the Dep. of sd. Blackenship p. 36

add int. to Nov. 8. 1871. 17 yrs. 10 mos. & 12 days 100 22

Total paid Robt. McCully & int. $ 173.47

Statement of Payments of purchase money cont.

Said Blankenship proves also in his deposition that he paid on the note due Dec. 25. 1880 - bearing intst. from Dec. 25. 1865 the sum of . . . $ 140 00
- See his deposition bot of page 32 & top of page 33 of Record

Add intst. to Nov. 8. 1871 - 22 yrs. 10 mos. & 14 days 191 87

Making a sum total with intst. - but to whom paid does not appear in proof - Nov. 8. 1871 of . . . . . $ 331 87

Summary of payments

Paid Jane & Ann McCully . . .	$ 593 09
Paid David McCully . . .	593 09
Paid to Robt. McCully . . .	192 92
Paid to party or parties unknown	331 87
- See preceding page & above - Showing sum total of payments amounting Nov. 8. 1871 to . . .	$ 1712 78

121

Summary of Results

The Receiver in this case alleges that the true amt. in his hands is the sum of . . . . . $ 1025-00

But sd. Receiver has not produced his accts. & altho' it may not be safe to charge him with a larger sum now, yet the undersigned submits that provision be made in the Decree to be rendered, for a fuller & more accurate settlement of his accts –

The sd. sum in the Receiver's hands is subject to the following charges to wit:

His Commissions as Agent – 3 pr. ct. a sum total . . $ 78 75

The costs of the cause in the Court below & in this Court, for which a contingent fund is retained of 150 00 228 75

Note – sd. sum will probably more than cover sd. costs, but there may be other contingencies for which it might be prudent to retain sd. sum

Showing a Bal. of fund for distribution $ 1396.25

Summary of Results .. continued

Nett Bal. for distribution brot. over	$1362 25
To which add the payments made to parties in interest as follows, viz.	
Paid to Jane & Ann McCully's	593 07
Paid to David McCully	593 07
Paid to ~~Richard~~ Robert McCully	196 97
– See page 6 of this Report.	
Showing a sum total of	$2727 36
One seventh of which is	$389 62
~~And D. McCully's int. being in his own right 3/7ths. of the whole viz.~~	~~$1168 86~~
~~And he being entitled to 1/6th. of Eliz. McCully's int. viz~~	~~64 94~~
~~And to 1/54. of Ann McCully's int. viz~~	~~1 08~~
~~His total interest is~~	~~$1230 88~~
~~Int. he has been paid~~	~~593 07~~
~~The nett Bal. due him therefore is~~	~~$637 81~~
~~($659.35)~~	~~$659 35~~
~~Jane McCully is entitled to her individual share of sd. fund~~	~~$389 62~~

61

Summary of Results .. Contin'd

Jane McCully dist. share ~~but down~~ is		$389 62
Add her share of Eliz'h's intst. in		77 92
And her share of Ann's intst		18 62
See Ex. A. filed as part of this Rept.		
Showing her total intst. to be con'd below		$486 16
		see below
David McCully's 3/7ths is the sum of		$1168 86
And his share of Eliz'h's intst. is		77 92
And his share of Ann's intst. is		18 62
Total		$1265 40
Cr. he has been paid		593 07
Bal. due D. McCully		$672 33
Jane McCully's intst. brt down		$486 16
Cr. she has been paid in of $593.07		296 53
Bal. due Jane McCully		$189 63
Robt. McCully's dist share is		$389 62
Add his share of Eliz'h intst.	$77 92	
And his share of Ann's intst.	18 62	96 54
Total		$486 16
Cr. he has been paid		$195.97
Nett Bal. due Robt. McCully		$291.19

141

$291.19

Summary of Results — Contd.

~~For Mr. McCully's interest is~~ ~~$389.62~~
~~And his share of Eight & Ben's interests is~~ ~~96.56~~
~~$486.18~~

The undersigned reports on the foregoing statements ~~that they~~ made out at the urgent instance of counsel in the cause that they are not founded upon such data & proofs as would make it safe to distribute the fund in a decree pronounced at the present Term. The results show that there is a fund in Court due to David McCully (if no ~~of~~ proofs are offered or settlement made hereafter to change the result) sufficient to pay his liability for costs (without interest which costs of suit never draw) & it is submitted that no further proceeding ~~or evidence~~ ~~of proceeding~~, should be had on this Report.

Respectfully submitted

Nov. 7. 1871 J. J. Deadrick Clk

Exhibit A. to Report

Ann McCully's int is - - -	$ 389 62
Of which she rec'd in the payment to Por & Jane McCully by	$ 296 53
Jr. & al. due Ann McCully est	$ 93 09
And 1/5th of ab. sum is	$ 18 62

Elizth. McCully's int. is	$ 389 62
The 1/5th. of which is . . .	$ 77 92

Amendment to foregoing Report

~~Dan~~ - It appears in proof & from the decree of Court that the distillery & the small land entry belonged to David McCul. by the value of both being about $ 107 50
To which add 20 yrs. int 139 00
Showing a total of - $ 246 50

which would require a modification of the foregoing results, showing still more clearly that there is a fund belonging to David McCully sufficient to pay the costs of suit which are in controversy in this cause.

Submitted

Jan. 7/91

J. D. Deadrick
C.R.

138

John Griffith & others
vs
J. C. Cully & Blankenship

Master's Report — Filed Oct. 7. 1857
Test J. D. Deacon
Clk

No. 3rd Circuit

Knoxville

nard for Compl.
McNutt & McReynolds
for Repd.

– See "Rule Docket" for acct
of monies recd. & paid out –

Transcript

Chancery Court at
Knoxville.

John Griffits & others
vs
McCulley & Blankenship

Recd and Filed Sept. 23d. 1869.
Jno. S. J. McReynolds
M. L. Patterson Clk.

Sept 1111
D 11

Enrolled

Griffith et al. vs McCulley & Blankenship

Recd of W. D McCulley Twenty
five dollars for the within transcript
Sep 28. 1869. M L Patterson clk. 1920 00
costs.

1849.

The condition of the above obl.

Index

Injunction bond
8 Origl Bill
10. Answer of Isam Blankenship
11 " " David McCully
16 Exceptions to Answers
17. Further ans. of Blankenship
19 Further ans. of D. McCully
24. Depn of Alex. Ish
" " I. Blankenship
35 " Andrew McClain
42 " Jos McCully
46 " John Hackney
51. Agreement of parties
52 Depn of Saml McCully
57 " Wm Walker
62 " Eli Jones
70. Injunction (Should have been on page 6)
72. Depn of Wm Bonham
73 " Elias Riggs
74 " A. J. Smith
75 Affit of D. McCully
79 Order Oct 8/57
80. Dep. of Robt McCully
88 Order Apl. 8/52
89 Decree Apl 8/54
89a Affit of H. Maynard
91. Amended Bill
94 Order Dec. 28/55
95. 2 Orders Apl. 8/56
98. Ans. of Jane & Ann McCully
103 Decree Apl. 10/57
108. Authority to sign name to bond
109 Appeal bond
111 Rule Docket
112 Decree of Supreme Court

1

Jno. Griffith & others.
vs 527.
McCully & Blankenship

This cause was heard & determined in the Chancery Court at Knoxville, Tennessee, at the April term 1857 of said Court & taken up on the appeal of Defts. to the Supreme Court

The Record of the case, on file in the Clerk & Master's office of the Chancery Court are as follows:

Injunction bond

Know all men by these presents: That we John Griffith, Alexander McCalcolm, James Mathews, Joseph Mathews, J. F. Walker, Edward Tuck & James M. Henry are held & firmly bound unto David McCullly & Isham Blankenship, in the sum of Five hundred dollars, in the which payment well & truly to be made to the said David McCully & Isham Blankenship we bind ourselves & our & each of our heirs, executors, administrators jointly & severally, firmly by these presents. Signed, sealed & dated the 10th day of Oct. 1849.

The condition of the above obli-

gation is such: That whereas the said John Griffiths. Alexander Malcolm & others on this day have filed a Bill of Injunction in the Chancery Court at Knoxville against David McCully & Isham Blankenship.
Now, if the said John Griffiths. Alexander Malcolm. James Mathews & others. shall well & truly with effect prosecute said bill of Injunction. & in case of failure so to prosecute the same. to pay & satisfy all costs & charges on the same: or if said Injunction should be dissolved. & said Bill should be dismissed for want of prosecution or other cause then if the said John Griffiths. Alexander Malcolm James Mathews & others. shall well & truly do. perform & execute all such decree. order or judgment as the said Court of Chancery shall make or give in relation to said Bill. or the matters therein contained. then the above obligation to be void. else to remain in full force & virtue.

John Griffiths (L S)
Alexander Malcolm
Joseph Mathews
James Mathews
J. F. Walker
Edward Finch
} (L S)
By atty. Horace Maynard
J. M. Henry (Seal)

Orgl. Ay. Bill. Filed Oct. 10/49

To the Hon. Thomas L. Williams. Chancellor &c. sitting in Chancery at Knoxville &c.

Humbly Complaining sheweth unto Your Honor, your orators John Griffith. Alexander Malcolm. James Mathews, Joseph Mathews. Jos. F. Walker. Edward Tuck. citizens of Blount County. that some years since. David McCulley of said County instituted his action of trespass against them in the Circuit Court of Blount County & the same while pending & undetermined was moved by change of venue to Knox County where the same has been continued from time to time. till the present term of said Court. when your orators obtained judgment vs. him for the costs of the suit amounting as believed though the costs have not yet been taxed to some $600 or $700. To pay this the said McCully & his sureties. has as your orators believe very little if any property real or personal that can be attached or levied upon by process of law.

On this judgment execution hath been issued & returned Nulla bona

Since the institution of the said suit the said David has held & owned an interest to the extent of ~~four~~ (four) sevenths in a tract of land lying in said Blount County which has been sold to one Isom Blankenship for about the sum of $1400

Of this sum there remains unpaid about one half, for which it is believed so charged the said David McCully holds the said Blankenship's notes.

The said David is preparing, as they are informed, to remove out of the State & is endeavoring to trade away the said notes & probably will do so unless restrained in order to avoid paying your orators judgment

The premises considered your orators pray that the said David McCully & Isom Blankenship who also resides in Blount County, may be made parties Deft. to this bill, with apt words to charge them & that they be required to answer the several allegations of this bill.

They further pray that an attachment may issue to attach the said sum so due as aforesaid in the hands of the said Blankenship. That the same may be held liable to meet your orators demand. They also pray that the said McCully may be enjoined from disposing assigning or in any way transferring any of the said notes which he may have on hold by himself or others. part consideration of the lands aforesaid. That the said Blankenship. be enjoined from paying anything further upon or towards the said land. until the further order of this Court. And if in anything. they have mistaken their remedy. they pray for such other & further relief. as they are entitled to consistent with equity & the rules of this Court. This is the first application for an Injunction in this Case.

Lyon Rodgers &
Maynard. Solrs.

John Griffiths
Alexander Malcolm
James Mathews
Joseph. Mathews
J. F. Walker
Edward Finch

State of Tennessee } Personally appeared before
Knox County } me, John Griffiths, one
of the Complts. in the
foregoing bill & made oath in due form
of law that the facts stated therein he believes
to be true.

Sworn to & subscribed
before me Oct. 10 1849.
Geo. M. Whalo a Justice of the
Peace for Knox County.

Jno. Griffiths

State of Tennessee.
To the Clerk & Master of the Chancery
court at Knoxville.
Let writs of Attachment & injunction
issue ~~as prayed for in the foregoing~~ according
to the prayer of the foregoing bill, upon
the Complts. giving bond & security
as the law requires.
Oct. 10 1849. E. Alexander, Judge
(Injunction Copied on page 70. of this Transcript.)

Answer of Isom Blankenship, Apl. 1/50

The separate answer of Isom Blankenship
one of the Resptts. to the Bill of Complaint
filed against him & David McCully in

7 the Chancery Court at Knoxville by John Griffith & others Complts.

The Respt. saving & reserving to himself the benefit of all such exceptions as can or may be taken to said Bill &c. for answer thereunto or to so much or such parts thereof as he is advised are or can be material or necessary for him to make answer unto, answering says:

He supposes the facts as stated in Complts. bill in relation to said Judgt. & execution to be true. On the 18th day of Oct. 1848 Respt. purchased the lands spoken of in Complts. bill for the price therein stated from David McCully, Robert McCully, Jane McCully & Ann McCully. They at the time of said purchase only owned an undivided interest in said tract of land to the extent of five sevenths. The other two sevenths or shares was owned by H. Talbot Cox or Joseph McCully & Henry McCully. Before Respt. purchased he ascertained that the other shares or interests in said land could be bought in by David, Robt. & Jane & Ann McCully. & at the time of the purchase

8 by Resp't it was the agreement & understanding that they were to buy in & secure said other shares or interest to Resp't. $1400 being considered a full & fair price for said lands. for the payment of said purchase money Resp't executed his notes to said David, Robert, Jane & Ann, as follows, to wit: one note for $500. due the 25 Dec. 1848. which was paid by Resp't about the time that it fell due. one note for $500. due the 25th Dec. 1850. drawing interest from & after the 25th Dec. 1848: $100. of the consideration of this note was a still & tubs which said $100. & $40. of the balance of said note has since been settled by this Resp't & one note for $500. due the 25th Dec. 1853. payable on condition that the title to said tract of land was secured to this Resp't. Some time in the month of 18.
David McCully told Resp't that he, Robert Jane & Ann, had divided the note due the 25 Dec. 1853. & requested Resp't to execute to each of them a note for their respective parts. of said note

in lieu of the same, which Resp't done. Shortly afterwards David sold & transferred his said note amounting to $125 to A Talbot Cox, for an interest in said tract of land which he had the control of, belonging or which had belonged to Joseph McCully & had the same conveyed to Resp't. David McCully then applied to Resp't to divide the note that Resp't had gave to Robert, Jane & Ann in lieu of the $500. note due 25th Decr. 1853. alleging that he had transferred the note that he had got in the first Division of said note to Cox for Joseph's interest in said tract of land & consequently that he was entitled to a division of the notes that Resp't executed to Robert, Jane & Ann amounting to $375. which Resp't in lieu of said notes executed his notes to each of them for $93.75 each due 25th Decr. 1853.

Resp't further states, that he has been informed & believes the fact to be so, that David McCully sold & transferred the note that he held on Resp't for $93.75 in the State of N. Carolina Resp't has paid the note for $93.75 that he executed to Robert McCully. There

is still outstanding of said notes. one for $125 that H Talbot Cox holds. one for $93.75 that David McCully transferred in the State of N. Carolina. one of a balance of about $400 due on it. due 25 Dec. 1830. which is held by Jane & Ann McCully & one to each of them for $93.75 each, from information received from all the parties with whom Respt. traded. Respt. believes that David McCully has no interest in the notes that is now outstanding

This Respt. having fully answered &c. he prays to be hence dismissed with his reasonable costs & charges in that behalf most wrongfully sustained

McNutt & McReynolds Solr.

State of Tennessee } Sworn.
Blount County } Personally appeared before me. Samuel L. Yearout an acting Justice of the Peace for said County. & on Blount ensh. ye made oath in due form. that the matters of fact stated & set forth in his foregoing answer. as on

his own knowledge is true, & those stated on information & opinion he believes to be true.

Sworn to & subscribed before me this 1st day of Apl. 1850 Saml. T. Yeaout Justice of the Peace for said County

Isom Blankenship

Answer of David McCully Apl. 1/50

The separate answer of David McCully one of the Respts. to the Bill of complaint filed against him & Isom Blankenship in the Chancery Court at Knoxville by Jno. Griffith & others Complts.

This Respt. saving & reserving to himself the benefit of all such exceptions as can or may be taken to said bill &c. for answer thereunto or to so much & such parts thereof as he is advised are or can be material or necessary for him to make answer unto, answering says: It is true as alleged in Complts said bill that they recovered Judgt. vs. Respt. as in their Bill they have alleged. & that he has but little prope

ly. to pay said judgt. It is also true that execution issued on said judgt. tho it may be was returned as stated in their said bill

It is not true as Complts. allege that this Respt. owned an interest in a tract of land in Blount County to the extent of four sevenths. This Respt. about the time spoken of in Complts. bill owned an interest in said tract of land to the extent of two sevenths which he, in conjunction with three of his Co. tenants, in common (to-wit Robert McCully, Jane McCully & Ann McCully) sold & conveyed to Isom Blankenship on the 18th day of October 1848 for the sum of $1400: for the payment of said purchase money said Blankenship executed his notes to Respt. & his said three Co. tenants in common as follows: to wit: one note for $500 due the 25th Dec. 1848, which was paid by Blankenship about the time that it fell due. One note for $500 due the 25th Dec. ~~1848~~ 1850 drawing interest from the 25th Dec. 1848 $100 of the consideration of this note

13

was a still & tubs which belonged to this Resp't. Robert, Jane & Ann. jointly which said $100 & $40. of the balance of said note has since been paid by Blankenship. & one note for $500. due the 25. of Dec. 1883. payable on condition that the title to said tract of land was secured to said Blankenship. The reason for making said note conditional was this. Resp't & his said three co-tenants in common only owned an undivided interest in said tract of land to the extent of five sevenths which left two sevenths or shares to which they had no title & which they had agreed to purchase in & cause to be conveyed by the owners thereof to said Blankenship. This Resp't. further states that on the 2d. day of June 1849 Resp't. & those entitled to a share or shares of said purchase money made a settlement & division among themselves of the saine $500 of said purchase money. having before that time been paid & there being on hand $150. the proceeds of the sale of some personal property owned jointly by them. making $650 in cash then on hand. By said

settlement & division this Respt was entitled $460. out of the cash on hand & the $500. note due the 25 Decr 1850 which amount this Respt received out of the cash on hand. on a house which was the individual property of Ann McCully. Robert McCully got the balance of the cash on hand. Jane & Ann McCully was entitled to received the said $500 note by paying Robert $140. which they accordingly paid $140. Said note has since been paid by ~~said~~ Blankinship to Jane & Ann. the note for $500 due the 25th Decr 1853. this Respt Robert, Jane & Ann divided equally between themselves. This Respt applyed to Blankinship in lieu of said note. Blankenship gave to this Respt his note for $125 & Robert a note for the same amount, & to Jane & Ann a note for $250. all due the 25th Decr 1853. this Respt sold & transferred his said note to H Talbot Cox for an interest in said tract of land which he had the control of belonging or which had belonged to Joseph McCully & had the same conveyed to Blankenship.

This Resp't. then being entitled to an equal division of the notes which had been executed by Blankenship to Robert Jane & Ann, amounting in all to $375. on application to Blankenship, he gave in lieu of said notes, his note to Resp'ts Robert, Jane & Ann each for $93.75. & this Resp't. afterwards sold & transferred his said note for $93.75 for a valuable consideration in the State of N. Carolina.

This Resp't. having fully answered &c he prays to be hence dismissed with his reasonable costs & charges in that behalf most wrongfully sustained.

McNutt & McReynolds, Solrs.

State of Tennessee } Personally appeared
Blount County } before me, Samuel
L. Yearant, an acting
Justice of the Peace for said County,
David McCully made oath in due form
that the facts stated set forth in his fore-
going answer as of his own know-
ledge are true & those stated upon in-

formation & opinion he believes to be true

Sworn to & subscribed before me this 1st day of April 1850. Saml. L. Yearsant. Justice of the Peace for Blount County. } Dan'l McCully

<u>Exceptions to Answers.</u> April 13/50

John Griffith & others vs McCully & Blankenship } Complts Exceptions to the answers of Resp'ts.

1. Neither answer in speaking of the notes given by Blankinship states who were the payees in the said notes

Sustained by McCling 10 A.M. April 15/50

2. Neither answer gives the date of trade between Blankenship & the McCullys nor the date of the several notes spoken of

Sustained by McCling 10 A.M. April 15/50

3. Neither answer states the time when the large note was given & the smaller ones taken in lieu of it

Sustained by McCling 10 A.M. April 15/50

4. Neither answer discloses where the $500 note falling due Dec. 25 1850. is now or where it was at the time of filing the bill

Sustained by McCling 10 A.M. April 15/50

5 Neither answer discloses when the note for $93.75. was transferred in North Carolina nor for what consideration. nor to whom.

Sustained by Nicholson & Nicholson Apl. 15/50

6 The Answer of neither Respt. states whether any of the notes given for the land were in Respt. McCully's possession at the time of filing the Bill.

Sustained by Nicholson & Nicholson Apl. 15/50

7. Neither answer responds to the allegation that at the time of filing the Bill Respt. McCully was preparing to move out of the State & was endeavoring to trade away the notes spoken of.

Sustained by Nicholson & Nicholson Apl. 15/50

8. The answer is vague. indefinite & uncertain in its allegations

Apl. 15. 1850. Maynard Solr. for Complts.

<u>Further ans. of Isam Blankenship</u> Dec. 1850.

The further separate answer of Isam Blankenship. one of the Respts to the bill of complaint filed against him & David McCully in the Chancery Court at Knoxville by John Griffith & others Complts.

For answer to the exceptions taken by Complts to Respts former answer Respt answering says. that he has seen & read the

answer of his Co. Respt. David McCully & his answer to the three first exceptions taken by Complt. contains all the facts within his knowledge upon these points & he concurs with him & adopts his answer to the three first exceptions as his own answer.

He supposes the $500 note falling due 25th Decr. 1850. is in the possession of Jane & Alex. McCully. he never heard of their trading it off; as to the note for $93.75 said to have been traded by David McCully in North Carolina this Respt. knows nothing of his own knowledge. nor does he know whether any of said notes were in the possession of David McCully at the time of filing the bill in this case or not. Respt. knows nothing about Respt. David McCully preparing to move out of the State or endeavoring to sell said notes.

This Respt. having fully answered the exceptions taken by Complts to his former answer. he prays to be hence dismissed with his reasonable costs & charges in this behalf most wrongfully sustained.

McNutt & McReynolds. Solrs.

State of Tennessee } Personally appeared
Blount County } before me the undersigned
an acting Justice of the
Peace within & for the County & State aforesaid
Isam Blankenship & made oath in due
form, that what is contained in his fore-
going answer as far as concerns his
own act & deed is true to his own Know-
ledge & that what relates to the act & deed
of any other person or persons he believes
to be true

Sworn to & subscribed before } Isam Blankenship
me this 10 day of Dec. 1850.
Wm. M. Breckle, Justice of
the Peace for Blount County.

Further Ans. of David McCully Dec. 1850

The further separate answer of David Mc.
Cully, one of the Resps. to the Bill of com-
plaint filed against him & Isam Blank-
enship in the Chancery at Knoxville, by
John Griffith & others Complainants.

For answer to the first exception
taken by Compts. to Resps. former
answer, Resp't answering says: that

Jane & Ann McCully were the payees in the note for $500. dated 18 Oct. 1848. & due 25 Dec. 1848 and also in another note of the same date & amount due 25th Dec. 1850. the other note spoken of for the same amount & same date due 25th Dec. 1853. David, Robert, Jane, & Ann McCully were the payees.

For answer to the 2d exception Resp't says that the trade between Blankenship & the McCullys took place 18th Oct. 1848. & the notes spoken of as being originally given as the consideration bore that date.

For answer to the 3d exception Resp't says that the large note spoken of was divided on the 5th June 1849 & others taken in lieu of it bearing that date.

For answer to the fourth exception Resp't says that the $500. note falling due 25 Dec. 1850. is now & was at the time of filing the bill in this case. in the possession of Jane & Ann McCully as he supposes: if they have ever traded or disposed of it, he does not know it nor has he ever heard of it.

21. For answer to the 5 exception Resp't. says that the note for $93.75 was transferred to Henry McCully in the State of North Carolina in payment of a balance due him from Resp't. for his interest in some personal property in the land sold to Blankenship some time from the 9th to the 12th Oct 1849. but Resp't does not recollect precisely the date of the transfer. but he thinks it was probably from the 9th to the 12th Oct. 1849.

For answer to the 6th exception Resp't says. that none of the notes was in his possession at the time of the filing of Compl'ts bill except it may be that the note for $93.75 traded to Henry McCully in the State of North Carolina. was in his possession at the date of the filing the bill. Resp't went from North Carolina (of the he transferred said note) to the State of Texas & returned to Blount County about the last of January or first of February 1850. on his return he learned that Compl'ts. had filed their bill & by reference to a copy

22 of the Bill. Resp't learns that it purports to have been filed 10th Oct. 1849. but Resp't does not recollect the precise date of the transfer of said note, so that he cannot state whether it was in his possession at the time of the filing the bill or not.

For answer to the 7th exception Resp't says. it is true he was preparing to move out of the State so soon as he could make the necessary arrangements for that purpose. but it is not true that at that time he was endeavoring to trade away said notes or any of them, for at that time he had no interest in said notes or any or either of them, unless it may be he had not at that time disposed of the $93.75 note as above stated. nor does Resp't recollect of having at any time offered or purposed to trade any or either of said notes except the one he sold to Cox, & the one to Henry McCully in North Carolina, & perhaps on one occasion before the division made 2d June 1849. spoken of in Resp'ts former answer. Resp't at the request of the parties then having an interest in said notes

proposed to trade to Alexander Ish. the note on Blankenship for $500 due 25 Dec. 1850. This Resp't having fully answered the exceptions taken by Complt to his former answer he prays to be hence dismissed with his reasonable costs & charges in this behalf most wrongfully sustained.

McNutt & McReynolds, Sol'rs

State of Tennessee } Personally appeared
Blount County } — me the undersigned an acting Justice of the Peace, within & for the County & State aforesaid David McCully & made oath in due form. that what is contained in his foregoing answer as far as concerns his own acts & deeds is true to his own knowledge & that what relates to the act & deed of any other person or persons he believes to be true

Sworn to & subscribed before me this 10th day of Dec. 1850. } David McCully
Wm. M. Brickell.
Justice of the Peace
for Blount County }

March 14 1850

Deposition of Alexander Ish, aged about 60 years. testifies for Complt being duly sworn

Ques 1st by John Griffith.

At what time did David McCully propose to sell a note of hand to you on Isam Blankenship.

Answer. I think some time in the summer of Eighteen hundred & forty-nine. David McCully came to my house & proposed selling me a note on Isam Blankenship to the amount of five hundred dollars

Ques. by same. Did he represent it to be any other person's property but his own.

Ans. I dont think he did.

Ques. 1st on cross examination by S. J. McReynolds Solicitor for Deft.

You are asked by Complts. if McCully represented the note to be the property of any other person but his own. Did he represent it to be his own individual property?

Ans. I dont think he did. or that I do not know that he did.

Ques 2d. by same. Was it before the June term 1849 of the Circuit Court of Knox

Comly. that McCully proposed selling the note to you

Ans. I do not now recollect whether it was before the June or October term of the Court at Knoxville.

Ques. 3d. by same. At the time that Mr. Cully proposed selling you the note, did he not state that he wanted to sell it with a view of dividing it between himself & his brother & sisters or words to that amount.

Ans. I do not think he did. I did not feel disposed to buy it & we had but few words about it.

Ques. 4 by same. Did not McCully propose at the same time to sell you some hogs.

Ans. He did

Ques. 5th by same. Did you not ask him if he would be at Court in Maryville was it not the May term 1849 of the Circuit Court of Blount County

Ans. I do not recollect

Ques. 6th by same. After the time that McCully proposed selling you the note, did you have a conversation with Resp't. Blankenship

in that conversation tell him that McCully had proposed selling it to you?
Ans. I think some time after McCully had proposed selling me the note. Blankenship came had some conversation about it. & I told him that I did not wish to buy it
And further deponent saith not.

Alexander Ish.

Deposition of Isaac Blankenship. taken before Esq. Carruthers March 14 1861.
Ques. 1st by J. E. Foote Compts Sol.
Did you buy one or more pieces of land of the McCullys. in 1848 or 9. if so, what did you give for it. with whom did you trade if notes were executed in payment to whom were they executed.
Ans. I bought two tracts of Robert McCully but it was all contained in one deed. one was a small entry. I gave fourteen hundred dollars for the land. there was about one acre & three quarters in the entry as well as I recollect. I bought the eighteenth day of October in the year 1848. I executed one note to the

amount of five hundred dollars. payable to Jane & Ann McCully. due the 25 day of Decr. 1848. & one other note due the 25th of Dec. 1850. to the amount of five hundred dollars. payable to Jane & Ann McCully. & one other note due the 25th day of Decr. 1853. for five hundred dollars. payable to Jane. Ann. David & Robert McCully. one hundred dollars was for still tubs &c. the entry referred to above, I always understood was made by David McCully

Ques 2d. by same. You will please state who the title was in at the time you traded what was said. if any thing. in relation to the probability that the land. might probably be incumbered with a judgment against David in a suit then pending in Knoxville

Ans. My understanding was that Elizabeth McCully who was then dead had either three or four shares in the land. & the balance belonged to Jane & Ann. I dont recollect what all was said. about the suit at Knoxville, but Robert McCully stated

to me there was no lein on the land. but they took one note five years after date provided there should be any difficulty about the right of the land. that I might be safe. on condition the title of the land was not good.

Ques 3 by same. Can you state what amount has been paid. on the notes then executed. & what amount if any was paid to David McCully

Ans. About half or near about half I lacked between fifty & one hundred dollars of the amount when I went to pay the money David was not there when I paid the money to the girls. when I got the balance. I went back to pay it. & David was there. I counted the money on the table David looked over it & went out & left it lying on the table

Ques 4 by same. You will please state if you know whether the McCullys were at that time or about that time. transferring the land bought by you. from one to another & did you not suppose that they were making considerable sacrifice in the trade made with you.

Ans. Robert McCully. stated to me

that he had sold to Elizabeth McCully the shares that she had all but her own. I considered that I got a very good bargain in the land. I would not have been willing to have given any more at that time.

Ques. 5 by same. Were you a neighbor of the McCully girls to wit: Elizabeth, Jane & Ann. if so, have you any knowledge of any resources that they would have to enable them to purchase three or four interests in that land.

Ans. I do not know of any. I know nothing about it.

Ques. on Cross-Examination by S. J. McReynolds Respts Solr.

What is the probable value of the small entry referred to in your answer to the first interrogatory?

Ans. I dont think it is worth more than five dollars per acre.

Ques. 2d. by same. In your answer to the 2d interrogatory you say that there was at the time of your purchase several undivided interests in said land vested in Elizabeth McCully Decd. was

not said Elizabeth a sister of the McCullys. was she ever married, did she leave any children, did not such interest as she had in said land at the time of her death pass to her brothers & sisters as her only surviving heirs

Ans. She was a sister, was never married had no children. her interest passed to her brothers & sisters.

Ques. 3d By same. At the time that you purchased did not W.T. Cox own an undivided interest in said land, which he had purchased from Joseph McCully & did not Henry McCully own an undivided interest in the same, was it not the agreement that Robert David Jane & Ann was to purchase in & procure those interests to be conveyed to you

Ans I believe that the right to Joseph McCully's interest was in Joseph at that time. Henry McCully owned an undivided interest in the same. It was the agreement that Robert, Jane, David & Ann was to purchase those interests & procure them to be conveyed to me, which agreement was made between Robert & me at the

time I purchased the land.

Ques. 4th by same. Had not H. T. Cox a lein on Josephs McCully's interest at the time that you purchased, & did not Cox subsequently purchase or procure the title to the same.

Ans. I do not know whether he had at that time or not. but he has subsequently procured the title to the same.

Ques. 5th by same. Was not the condition inserted in the $500. note. due the 25th Dec 1883. inserted in consequence of the interest of Henry & Joseph being outstanding & was not said condition complied with when those interests were conveyed to you

Ans. It was the cause of the condition together with a good deal of talk in the neighborhood. about leins, & this suit depending at Knoxville. Robert said, however. there was no lein. on what the heirs had.

Ques. 6th by same. Has the McCullys since procured said interest to be conveyed to you

Ans. Yes.

Ques. 7th by same. Did you not then consider said condition to be sufficiently complied with. to warrant you to pay said

conditional note or such part of it as has been offered to you on such terms as suited you to make the payments before it was due.
Ans. Yes.
Ques. 8th by same. Was David McCully at the time that you purchased the land lying very low with the fever.
Ans. Yes.
Ques. 9th. by same. At the time that said purchase was made was not land selling at low prices in Blount County
Ans. At tolerable low prices
Ques 10th. by same. Was not the prices of lands in said County greatly enhanced since that time.
Ans. Yes.
Ques. 11. by same. Did you not at the time that you purchased said land consider that you gave about a fair price for the same. taking into consideration the prices that land was generally selling for in Blount County.
Ans. Yes.
Ques. 12. by same. In your answer to the 3d interrogatory you state that about half of the purchase money has been paid; have you not paid all the note that fell due 25th Dec. 1848. done

hundred & forty dollars on the note due 25th of December 1850. Answer. Yes.

Ques. 13th by same. Did you divide the $500 note due 25 Dec. 1853. about the 5th day of June 1849. & to whom did you execute notes in lieu thereof to?

Ans. I did divide said note on the 5th day of June 1849. I executed one note to Jane & Ann for $250. one to David for $125 & one to Robert for $125

Ques. 14. by same. Did David since that time transfer the $125 note to H. T. Cox for the interest in said land, which he had purchased from Joseph McCully.

Ans. Yes.

Ques. 15th by same. Did H. T. Cox for & in consideration of said note transfer to you said interest. Answer. Yes

Ques. 16th by same. Did not David McCully then claim a further division in the balance of said $500 note due 25th Dec. 1853. & did you not lift said $250 note that you had executed to Jane & Ann. & the $125 note that you had executed. Robert & execute one to Jane for $93.75 one to Ann for $93.75 one to

Robert for $93.75 & one to David for $93.75 in lieu thereof

Ans. David did claim a further division in consequence of his transfering his one hundred & 25 dollar note to Cox for the interest he had in said land & a further division was made & notes lifted & others executed in lieu thereof on the 20th day of September 1849. as set forth in the interrogatory Ques. 17th by same. If you had paid any of said notes please state what ones & to whom.

Ans. I paid the one to Robert McCully due the 25th of December 1853.

Ques. 18th by same. Did you not pay the $500. note due 25th December 1848. at three different times, the first time about $250 late one evening when David McCully was from home to Jane & Ann. the next time about $200 & credited the note with $450. Did you not count down the sum on the table which David looked over & you stepped out of the house & left the same on the table. is not the $450. credit in the handwriting of David McCully & did not David inform you that there was $50. still behind & did you not pay the

same to David. Ans. Yes.
Ques. 19th. by same. Is not Jane & Ann McCully single women & is not David McCully a single man. & do they not all live at the same house. but all hold their property separately
Ans. Yes. they are all single. they all live at the same house. I believe they have their property seperately
Isam Blankenship
By consent of parties the further taking of testimony is continued over until to morrow morning at 5 O'clock
John E Toole Solr. &c.
S. J. McReynolds Solr. &c.

Deposition of Andrew McClain aged about 44 being duly sworn deposes as follows: March 15. 1851
Ques. 1st. by same.
Are you the Register of Blount County if so how long have you held that office?
Ans. I have held the office of Register of Blount County for eleven years. this spring
Ques. 2d. by same. You will please

state how often a tract or tracts of land situated on Gallihers Creek in Blount County & known as the old Robert McCully place, has been transferred, by whom to whom & when the several transfers were made?

Ans. David McCully transferred to Ann, Elizabeth & Jane McCully on the 21st day of May 1845. two shares in said tract of land, which was his divided & undivided interest in the same. The divided interest containing 36 1/4 acres & the undivided interest containing 32 acres & one hundred & thirty-three rods.

Ann, Elizabeth & Jane McCully transferred to Robert McCully on the 6th day of September 1845. the two shares that was transferred to them by David McCully on the 21st day of May 1845. excepting in said deed their own original undivided interest in said tract of land. Robert McCully transferred to Elizabeth McCully, on the 21st day of August 1847 his interest in said tract of land, amount

ing to four shares. one of them divided containing thirty-six & one forth acres three of them undivided. containing ninety-eight & one half acres. altogether containing 134¾ acres.
David. Robert. Ann & Jane McCully conveyed to Isam Blankenship on the 18th day of October 1848.
Henry McCully conveyed to Isam Blankenship. on the 22d day of January 1849. his interest in said tract of land Ques. 3d by same. In the deed from David & others made on the 18th Oct. 1848. to Isam Blankenship are the several interests of the Bargainors definitely set forth. or is it meaely a joint deed?
Ans. On the 18th day of Oct. 1848. they did transfer their whole interest. Right. title & claims to Isam Blankenship.
Ques 4 by same. About the time of the last mentioned sale of David & others to Mr. Blankenship. if you had any conversation with McCully or Blankenship. about a suit then pending at Knoxville probably effecting the title

or any other conversation with regard to the validity of the deed, you will please state what was said by them

Ans. I had no conversation with McCully on that subject. Blankenship in my office stated to me, that he was going to buy the land I advised him to be cautious & examine into this suit depending at Knoxville. he said that Lard McCully would fix it all right with him, if the suit went against him. Blankenship requested of me to enquire about whether it would be safe for him to purchase, which I did. I told him that from the information, that I had got that he would be safe in purchasing & I also advised him to get his deed Registered before the suit was determined at Knoxville Ques. 5th by same. If you were acquainted with the progress of a suit pending originally in the County of Blount, & then commenced, & afterwards removed to Knoxville, you will please state, if the fact is so, if the transfer from Lard to the girls was made immediately

before the commencement of the suit - if the transfer from the girls to Robert was not made after a failure on the part of David to get along with his suit - under the pauper law. if the transfer from Robert to Elizabeth was not after an Appeal had been taken to the Supreme Court - if the last transfer David & others to Blankenship was not shortly before final judgment in the cause? Ans. I dont know at what time the suit commenced. I dont know from my own knowledge any thing about whether it was before or after David's attempt to get his suit in Court under the pauper law. neither do I know that he made an attempt to get his suit in Court in Blount County under the pauper law. the transfer by Robert to Elizabeth was after the Appeal taken to the Supreme Court - And the transfer from David & others to Blankenship was shortly before the suit was determined

Ques. 6th State if you know who was security to the suit - at the

time the Appeal was taken to the Supreme Court
Ans. Robert McCully.
Ques. 7th. Was the deed from Robert to Elizabeth executed in his own proper person. or was it by a power of Attorney
Ans. By a power of Attorney from Mississippi to David McCully
Ques. 8th. Who came to your office to have the various deeds registered and who paid the fees on the same
Ans. David McCully generally attended to the business. but each one paid his own fees.
Ques. 1st. on Cross-examination By S. J. McReynolds. Respts Sol:
Was the undivided interest of Jane McCully & of Ann McCully in the old Robt. McCully tract. ever transferred to any person before the transfer to Isam Blankenship
Ans. I think not. There is nothing on the Registers Book showing that there was.
Ques. 2d. by same.
At the time that you at your office advised Blankenship to be cautious

examine into the suit at Knoxville did he not say that he was not uneasy about that. in the conversation manifest considerable confidence in David & Robert McCully.

Ans. Yes.

Ques. 2d by same. Are you not a brother-in-law of Isam Blankenship.

Ans. Yes.

Ques. 3d by same. Please state at what time an appeal was taken by David McCully. to the Supreme Court or as near the date as you can recollect.

Ans. I do not know what year it was. but I think it was in the year 1848

Ques. 4 by same. Please state the date of the determination of said suit.

Ans. I was there when it was determined but do not recollect the time

Ques. 5th by same. If H. G. Cox. has transferred the interest of Joseph McCully in said land to Isam Blankenship please state the time.

Ans. On the 25th day of August 1849

Ques. by Compts. Atty. on reexamination

Did Mr. Blankenship at the time referred to in Respts. 2d. interrogatory express any particular reason of his confidence in David McCully. if so, what reason did he assign

Ans. He considered David McCully worth one thousand or fifteen hundred dollars aside from his lands. And further this deponent saith not.

And. McClain.

Deposition of Joseph McCully

Said Witness aged about 46. being duly sworn deposes as follows. Mar 15. 1851

Ques. 1st. by Complts. Sol.

Are you one of the heirs of Robert McCully Dec. & did you own an interest in the lands of which said Robert died seized & possessed. how many heirs were there at the time of his death

Ans. I am one of the heirs & owned an interest in the land referred to. there was 8. heirs at the time of his death.

Ques. 2d. Do you still own that interest. if not. to whom did you sell. how

much did you get for the same & at what time was the sale made.

Ans. I sold my divided interest in the land to David McCully after my mothers death. that descended to me at my Father's death. for something the rise of three hundred dollars the precise time I am unable to State. & another interest in said land descended to me after my sister Elizabeth's death. I employed H. T. Cox as my Agent to collect my part of said estate & apply it to the payment of a note that he held on me. & Cox informed me that he had received a note from David McCully on Isam Blankenship in payment of the same.

Ques. 2d. by same. At the time Isam Blankenship Bought the land. was there any thing else sold to him. if so. what was it & whose property was it.

Ans. I was not by when the trade was made & know nothing about it. except what Mr. Blankenship told me that he had bought a distillery.

Ques. 3d. Whose distilery was it.

Ans. I dont know who's it was at that time.

Ques 4. Did you attend to a distilery about the commencement of a suit by David against John Griffith & others. if so. who employed you to attend to it.

Ans. I commenced stilling some corn that belonged to David McCully. all the surplus grain that was raised on the farm was to be stilled up

5 Ques by same. Did you ever hear David McCully say anything about the costs of the suit pending at Knoxville if so. what did he say?

Ans. I was not in the County at that time & do not recollect of ever hearing him say anything about it.

Ques 6th. Do you know anything about the trade made by David to the girls if you do please state all you may know about it.

Ans. I did not hear the contract between them. I saw Jane McCully counting some money to David. but did not know what amount. I saw a note executed to David for the balance

45 Ques 7th Do you know where she got the money that she counted to David.
Ans. I do not.
Ques. 8th Did you ever hear of her having more than a few dollars of her own. or do you know of any means she had of obtaining any large amt of money.
Ans. I do know that the girls had good opportunities of making money. I know at one time they sold a horse for sixty dollars: they sold flour & bacon annually less or more.
Ques 9th Who sold the horse mentioned above & who was in the habit of selling the products of the farm
Ans. David. he was in the habit of attending to all their business from my father's death
Ques 10 by same. Did or did you not. on the trial of a suit at Knoxville. wherein David McCully was Plaintiff & Alexander Malcolm. John Griffith & others were defendants. swear that David McCully told you. that he would write or send for Robert McCully. & that he would put his property out of his hands. & that he

would never pay any of the costs of that suit.—
Ans. I did not.—
Ques. 11. by same. Did or did you not at the trial of the suit mentioned in the last interrogatory, swear that the money with which the girls Ann. Elizabeth & Jane McCully, bought David's interest in the lands of Robert McCully Dec'd. on the 21st day of May 1845 was David McCully's
Ans. I did not.—
And further this deponent saith not.—
Joseph McCully

Deposition of John Hackney taken Mar. 15 1869
Said Witness aged about 43. after affirming according to law Deposes as follows:
Ques 1st by Compltt. Sol.
Are you a neighbor of the McCullys to wit. David, Jane & Ann. if so, please state who has generally managed the affairs of the farm. attended to selling stock produce &c.
Ans. Yes. they were neighbors of mine when they lived on the old farm. Da-

47. vid McCully, as far as I know, was principal manager.

Ques. 2 by same. Do you know at what time a suit was commenced in the Circuit Court of Blount County. by David McCully Plaintiff against Alex. Malcolm & others Defts. if so you will state whether or not David McCully was then in possession of considerable property whether or not during the time the suit was pending he was still managing the affairs of the farm as usual.

Ans. I do not recollect whether the suit was commenced in the summer or fall of 1845. but it was at one of the terms of the Circuit Court of 1845. David McCully was in possession of a considerable amount of property at that time as far a I know. at the time the suit was depending he was managing the farm as usual as far as my knowledge extends.

Ques 3d by same. Do you know of any resources that the McCully girls. Elizabeth Ann & Jane. had of obtaining money so as to enable them. or any one of

them to pay for. from one to four in-
terests in the old McCully farm.
Ans. To say that I know of them having
a sufficiency of means to pay for from
one to four interests in said farm. I do
not. I know they had some means. I
know of them selling a horse for sixty
dollars or thereabouts some three years before
the commencement of this suit
Ques. 4 by same. Do you know anything
about an effort made by McCully to
get security for the prosecution of his
suit against Malcolm & others. with
a proposition to secure & make safe
such security.
Ans. I believe that he spoke to me once
to be his security in part. also stating
that I should be made safe. that I
would not be loosing anything by
it or words to that amount.
Ques 5th by same. Was that before or after
he had sold his land to his sisters
Ans. I do not know. I do not know
at what time he sold his land
Ques. 6th by same. Was it before or after

49. the time you were called on as a witness to disfranchise him.
Ans. I believe it was at the time that the suit was renewed at Knoxville. that application was made to me to go security for maintenance of the suit.
Ques 7th by same. Do you or do you not know whether David McCully was in the habit of loaning money prior to the commencement of the suit referred to.
Ans. I know he was, as far as my knowledge extends. I knew of him having about $149 dollars
Ques. 8th by same. What per cent did he charge for the use of money?
Ans. He charged me ten per cent interest & put the interest in the time the note was given.
Ques 9th. What would you suppose was the value of the land sold by the McCullys to Mr. Blankenship at the time the sale was made?
Ans. I would think it would have sold for $1.800 dollars without any encumbrance.

Ques. 1st on cross-examination
By J. J. McReynolds. Deft's Sol.

At the time that Blankenship purchased was not land in Blount County selling low & was it not frequently difficult to sell land for its value
Ans. I thought different. Land in our neighborhood was selling high at that time I think, as high as it has at any time according to my recollection. My knowledge does not extend all over the County
Ques. 2 by same. Was not the McCully girls very industrious & economical
Ans. I think they were.
Ques 3 by same. Did not the girls probably realise considerable income from their interest in the farm?
Ans. That is one thing I dont know they always sold sweet-potatoes more or less every year, for which they always received cash for. *
Ques. 4 by same. Do you recollect positively whether it was David or Robert McCully that applied to you

* Ques. 4 by same During the time that the McCullys farm belonged to the McCullys did it not yield a considerable income in grain & hogs &c. Was there not generally a considerable surplus sold.
Ans. There generally was a considerable surplus sold one year of the last years

51 to go David's security for the prosecution of his suit.

Ans. I believe that David & Robert both applied to me. but I feel positive that David did speak to me to go his security Ques 5th by same. Did not one or both of them propose to you. that you should be secured by a lien on David's personal property.

Ans. I do not recollect that personal property was named. My understanding was that it was real estate.

And further deponent saith not.

John Hackney Jr.

Agreement Mar. 26 1851.

John Griffith & others
vs
David McCully & Isam Blankenship

We agree that this cause shall not be set for trial at the next term of the Chancery Court at Knoxville to be held on the first Monday of April 1851. that we will, after said term, take such competent Depo-

sitions as we may choose. so as not to operate as a continuance at the next Oct. term of said Court. Complts agree to postpone taking any further depositions. until after April term of said Court. And Resp't. agree that the Deposition of Isam Blankenship. heretofore taken by Complt. may be read on the trial of this cause subject only to the same exceptions that it would be if an order of Court had been obtained for the taking of the same.

John Griffith

March 26. 1851.

S. J. McReynolds
Sol. for Resp't.

Depositions. for Compl't. of Saml. McCully. vs Walker & Eli Jones. taken before W Henderson Esqr. in Blount County. on 19th July 1851.

Said witness Saml. McCully being duly sworn. deposes & says.

Ques. 1st. by Complt. John Griffith

Did you or did you not sell the stills stubs that Isam Blankenship bought

53. with the land.
Ans. I sold one. I expect was the same.
Ques. 2d by the same. You have work & stilled for David McCully time after time until this suit commenced with David McCully. That commenced at Maryville
Ans. What I stilled there was for Robert McCully & myself.
Ques. 3d by the same. Did you or did you not understand the distilleries to be David McCully's property up to that time.
Ans. Yes. I understood so.
Ques. 4th by the same. You had generally been about & acquainted with the situation of the personal property of David McCully & the family up to the time the suit commenced at Maryville.
Ans. I was.
Ques. 5 by the same. Was not the largest portion of the property considered to belong to David McCully
Ans. He had some property, but I could not tell who had the largest share
Ques. 6th by the same. You was pretty well acquainted with Robert McCully

 circumstances

Ans. Tolerable well, I was. I think

Ques. 7th by the same. Did you know of any probable means that he had of purchasing or paying for the land he bought from the girls

Ans. No. I do not.

Ques. 8th by same. Did you or did you not hear David McCully say that he had to assist Robert McCully with money to complete his education.

Ans. He left property here for David McCully to sell & send the money to him

Ques. 9th by same. Was there not a good deal of personal property about the farm just before the suit was decided at Knoxville

Ans. There was.

Ques. 10th by the same. Did he ever make his appearance at Knoxville at the time the suit was decided

Ans. I did not see him there.

Ques. 11th by the same. Was you or was you not at the Court at the time the suit was decided

Ans. I was.

Ques. 12. by the same. Was you or was you not acquainted with David McCully's

pecuniary situation at the time of the commencement of this suit at Maryville
Ans. Tolerable well I thought. I was
Ques. 13th by the same. Did he not profess to hold pretty smart property of money about that time?
Ans. Yes.
Ques 14 by the same. Was he not in the habit of loaning money before & about that time
Ans. Yes.
Ques. 15 by the same. Was he not a man that was cautious in his dealings & never was in thralas & considered to be making money about that time
Ans. He was cautious & making money & not in thrawles.
Ques. 1st by S. J. McReynolds Respts Sol. on Cross-Examination
At what time did you sell the slile that you speak of in your answer to the first Interrogatory.
Ans. As well as I recollect about four or five years ago last Spring
Ques 2d by same. Did not Robert McCully about the time or shortly after he completed his education

teach a school in the State of Mississippi worth some three hundred dollars & one in the State of Ohio worth a considerable amount.

Ans. I understood so.

Ques 3 by same. You speak of David McCully managing well & making money was not David, his sisters Jane, Ann & Robert & Henry McCully, at that time carrying on business on the farm jointly? Was not David, Jane & Ann Henry & Robert single? And did they not all live on the farm together?

Ans. I understood the boys cultivated the farm, David having one share more than the rest which was Josephs & divided the proceeds, & all lived on the land together.

Ques. 4th by same. During the last five years, do you know whether the grain was divided, or did they put it all up together, sell & divide the proceeds of the sales.

Ans. I do not know any thing about it.

Ques 5 by same. Was not Jane & Ann

McCully industrious & economical girls
Ans. They was.
Ques. 6th by same. About the time
of the commencement of the suit
spoken of at Maryville was not
David McCully. involved as the security
of Henry McCully for his appearance
before the County Court of Blount
County? And was not his recognizance
forfeited
Ans. I understood that David McCully
was Henry McCully's security & the bond
was forfeited. my understanding
was founded on rumor
And further this deponent saith not.

Samuel his + mark C McCully

2 Witness Wm Walker on behalf of Complt.
aged about 25 years deposeth & saith
Ques 1st by Complt. John Griffith
Are you or are you not. the present
Clerk of the Circuit Court of Blount County
Ans. I am.
Ques. 2d. by the same. Please state the
proceedings had in the case in said Court

wherein Daniel McCully was Compltt. Alex. Macon & others were Defts.

Ans. All the proceedings had in said Cause in the Circuit Court of Blount County in a certified transcript of record of said Court now presented by me. asked to be taken as my answer to this interrogatory marked Exhibit "A"

And further this deponent saith not

Wm. A. Walker.

Exhibit A. to above Deposition Transcript from Record of County Court of Blount County.

Be it remembered that at a Circuit Court opened & held for the County of Blount at the Court house in Maryville on the fourth Monday of September to wit: the 22d. day of September in the year of our Lord. one Thousand Eight hundred & forty five & holden by Hon. Ebenezer Alexander, Judge of the second Judicial Circuit of the State of Tennessee.

On Wednesday the third day of said Court. The fol-

lowing proceedings were had as appears of record Viz:

David McCully vs Alex: Malcom & Jno Griffith et. al. — Continued on time to plead. so as not to delay trial. & on affidavit of Deft Jas. Griffith. It is ordered by the Court that the Plaintiff give other sufficient security for the prosecution of this suit on or before the second day of the next term of this Court or that the same be dismissed.

And at January term 1846 of said Court holden by Hon S. J. W. Lucky Judge of the first Judicial Circuit — On Tuesday the 2d day of said term & 27. day of Jan. 1846. The following entry was made of Record. Viz:

David McCully vs Alex: Malcom & others — Came the Plaintiff & filed his Affidavit & asked the Court for leave to prosecute this suit as a pauper. Which is ordered accordingly. And the Rule here-

tofore made requiring him to give other security or justify is discharged.
And the Deft. by Attorney enters a rule to show cause why the Compltt. should be disparpered
And on Friday the 5th day of said Court the following entry was made of Record. Viz:
David McCully
vs
Alex. Malcom. et al.
The Rule heretofore entered in this cause is continued until next term. Time given the Plaintiff until Monday thereof to explain the affidavits on file in relation to his property, or give security according to the original order or that his suit shall be dismissed.
And at May term 1846 of said Court Holden by Hon. William C Dunlap. Judge of the Eleventh Judicial Circuit. On the fourth day of June being the Tenth day of said Court the following entry was made of Record. Viz:
David McCully
vs
Alex Malcom et al.
Came the parties

61. by their Attorneys & the plaintiff having filed his affidavit accompanied with the Affidavits of three disinterested witnesses. asks the Court for an order to change the Venue of the cause.
And it appearing to the satisfaction of the Court that Knox County is the nearest adjoining County free from the exceptions stated in the Plaintiff's Affidavit. And it appearing to the satisfaction of the Court by the Affidavits aforesaid that the causes therein set forth for a change of Venue are good & the truth thereof evident & credibly supported.
It is therefore ordered by the Court that this cause be adjourned to the County of Knox for further trial, & that the Clerk of this Court make out & transmit a copy of the Record together with the papers in the Cause to the Clerk of the Circuit Court of Knox County

State of Tennessee } I Wm. A. Walker
Blount County } Clerk of the

Circuit Court of the County & State aforesaid do hereby certify. that the foregoing is a true full & perfect Transcript of the proceedings had in said Cause. as the same appears from the records now remaining in my office

Witness my hand & private seal (L.S.) (having no seal of office) at office in Maryville this 16. day of July 1857.

Will A. Walker Clk. Circuit Court of Blount County Tennessee

3d. Witness Eli Jones aged about 30 years. on behalf of Compl. being duly sworn deposed & saith

Ques. 1st by Compl. John Griffith Have you not formerly been a close neighbor to Mr. David M'Cully.

Ans. I have.

Ques. 2d. by the same. Was the or was the not pretty smart personal property. prior before the decision of the suit wherein David M'Cully was Plaintiff.

Alex. Macon & others were Deft at Knoxville

Ans. There was about as much per

sonal property on the farm as there is on common farms

Ques. 3d. by the same. Was not this property shifted & disposed of, a short space of time before the decision of this suit.

Ans. It was not there, as I said, it was gone

Ques 4 by the same. Who disposed of the property made sales generally there

Ans. I cannot tell for certain who.

Ques. 5th by the same. Did you or did you not have a conversation with Isam Blankenship, about the suit at Knoxville. if so. please state what that conversation was.

Ans. As to which suit. I do not know which suit it was. I asked him if he thought they would get any thing. he thought not it was wound up according to law as he thought. He said he was a witness to the settlement among them.

Ques 6th by the same. Are you or you not pretty well acquainted with the plantation that Isam Blankenship bought of the McCullys

 Ans. I am.

Ques. 7. by the same. Do you not think there would be a pretty smart sacrifice made on the plantation at the time sold. at fifteen hundred dollars with a distillery worth one hundred dollars. it being clear of enthrawlments. on a credit from two months to five years drawing interest from the date.

Ans. I thought so.

Ques. 1st. On Cross-Examination by Gl. McReynolds Resp'ts. Col.

You say that you are pretty well acquainted with the tract of land sold by the McCullys to Isam Blankenship please state what amount of said tract is cleared? viz one half or more of the cleared land is not pretty well worn.

Ans. I suppose about one hundred & twenty acres cleared. so about thirty acres of that is pretty well run the balance of the cleared land is about as good as common up-land

Ques. 2d. by same. Please state the amount of said tract that is timbered?

65. Does not the cleared land extend nearly & some places altogether to the line?
Ans. There is about one hundred acres of timbered land I suppose its pretty generally timbered all round with the exception of some one or two places
Ques. 3d by same. Is not good rail timber very scarce on said tract.
Ans. I have seen no scarcity as yet.
Ques. 4th by same. Please state as near as you can the number of acres of timbered land. there is on the side of the Creek next where you live? And if there is any rail timber on it.
Ans. Take it in the bottom & all there is twelve or fourteen acres probably & I suppose there is enough of rail timber on it to keep up the fence.
Ques. 5 by same. Has Isam Blankenship lived on & cultivated the farm since he purchased it? is he a good farmer? Did he raise wheat that was worth cutting the two first years that he cultivated it.
Ans. He has cultivated it: he is a tol-

erable good farmer. he raised wheat & I considered it last year about an average crop of the settlement: year before last I know nothing about what sort of crop was raised on it.

Ques. 6th by the same. How many acres is in the old feild next the house? Did one half of it last year average more than three bushels to the acre

Ans. About sixteen acres: as to how much was made to the acre I know nothing about it I never was in it.

Ques. 7th by same. Do you ~~knots~~ know of Blankenship last fall proposing to sell said tract of land for about what it cost him

Ans. He told me that if he could get the money down, he would sell. but did not tell me he would take what it cost him!

Ques. 8 by same. Taking into consideration the way that land was selling in Blount County: what was such land worth per acre in Oct. 1848.

Ans. Take an average of the whole

67. place. it would be worth $5.00 per acre.
Ques 9th by same. Have you not known as good land as that sold in Blount County for five or six dollars per acre.
Ans. I have not known it.
Ques. 10 by same. Was there been any land sold in that settlement about that time for as much as $5.00 per acre.
Ans. I have no recollection of any land being sold of the same quality about that time
Ques. 11th By same. Please state whether or not you have land adjoining said farm of about the same quality? What time & from whom did you purchase it? What did it cost you per acre I refer to your first purchase.
Ans. I have land goining said farm of about fifty acres. which is about the same quality. which I purchased about fifteen years since from John Jones for which I gave three hundred dollars
Ques 12th by same. What did the property consist in, that you say was on the farm in your answer to the 2d Interrogatory

68. Ans. There was some hogs some cattle sheep & a waggon & some farming utensils. And horse beast & a mule.

Ques. 13th by same. Do you know whether said property belonged to David, Jane Ann, or Robert McCully? or to all jointly? or to whom it did belonged? to whom & by whom it was sold.

Ans. It was claimed there in the family, but I do not know who it belonged to, nor to whom nor by whom it was sold to.

Ques. 14th by same. Are you related to either of the Complts. in the case?

Ans. Complts. Griffith, Mathews & myself is second Cousins

Ques. 1st by Complt. Was or was not John Jones compelled to sell the land you purchased from him or lose it?

Ans. He was compelled to sell.

Ques. Had not land very much enhanced in value between the time you bought & the time McCully sold.

Ans. I consider it had some.

Ques. 1st on re-examination.

By Respts. Sol. S. J. McReynolds.
What relationship existed between you & John Jones? Did you take advantage of his necessitious situation & get his land at a reduced price. or did you give what you considered a fair consideration for it? Ans. John Jones is my uncle. I did not take no advantage of his necessitious situation. I give him what he asked for the land.
Quest. 1st by Complt. Could you or could you not in a short time afterwards sold the land for more Ans. I never offered the land for sale & dont know
Ques 2d by the same. Have there not been a very good crop of wheat raised on the same farm this year. & is not there a very good prospect of corn on the farm until this drought set in.
Ans. The wheat was tolerable good. & the corn crop looked middling promising too.
Ques. 1st by S. J. McReynolds Resptt. Sol.
Did you give the same to John Jones for the 50 acre tract spoken of that he gave for it? Was the man from whom he purchased under the ne-

cessity of selling.

Ans. I did give the same that John Jones gave to Mordica Elles. & I believe I gave the same that Mordica Elles gave to Perkins. And further this deponent saith not.

Eli. Jones

Injunction. Issd Oct. 10. 1849.
(Should have been copied on page 6.)

John Griffith et. al. vs. McCully & Blankenship } State of Tennessee.

To David McCully & Isam Blankenship & to the Sheriff of Blount County:

Whereas a bill has been filed in the Chancery Court at Knoxville by John Griffith & others against David McCully & Isam Blankenship alleging that they are the judgment creditors of David McCully. & that the said Isam Blankenship is indebted to the said David McCully & praying the issuance of attachment. Injunction &c. And whereas it has pleased his Honor Judge Alexander by his fiat to grant the prayer of said Complts.

71. These are therefore to inhibit you the said David McCully from "disposing, assigning or in any way transferring" any of the said notes which you may have, or hold by yourself or others, part consideration of land sold to the said Blankenship, & you the said Blankenship are hereby enjoined & inhibited from paying any thing further upon or towards the said land until the further order of this Court.

And you the said Sheriff are hereby commanded to make due return of this writ, & the manner in which you shall have executed the same.

Witness Hu. L. McClung, Clerk & Master of our said Court, at office in Knoxville this 10th day of October 1849.

Hu. L. McClung, C. & Master

Executed by reading this Injunction to said Blankenship Oct. 10th 1849.

J. M. Henry, Shff.

Executed by reading this Injunction to said McCully Feb. 4th 1850.

P. M. Bowerman, Dep. Shff.

Deposition for Resptt of William Bonham taken August 23. 1857.

Ques. 1st by S. J. McReynolds Resptt. Sol.

Are you acqnainted with the farm purchased by Sam Blankenship from David Robert, Jane & Ann McCully. Known as the McCully farm. Ans. I am.

Ques. 2d by same. What do — consider was the value of said farm at the time that Sam Blankenship purchased it taking into consideration the way that land was selling in the settlement at the time. or what it was worth per acre.

Ans. I have formed my judgment of the land from the fact that Blankenship gave fifteen hundred dollars for the farm.

Ques. 3d by same If you had a personal knowledge of said farm. at the time that Blankenship purchased it. please state whether or not Blankenship in your opinion gave a fair price for it.

Ans My acqnaintance with the farm commenced about twelve months after Blankenship moved there from

73. my acquaintance with it I think it to be worth fifteen hundred dollars.

Ques. 1st. on Cross-examination

By John Griffiths. one of the Compts.

Did you form your opinion from rumor as to the value of the land. or is it your own private opinion.

Ans. It is my own private opinion.

Ques. 2d by same. Have you not frequently heard the adjoining neighbors say. that the land was sold low.

(Which question was excepted to in law by Resp't Sol)

Ans. I have heard it said by some of the neighbors that the land was sold at a reduced price

And further this deponant saith not.

William Bonham.

Deposition for Resp't. of Elias Riggs. taken August 28d 1851.

Ques 1st by Sy J. McReynolds Resp't. Sol.

Were you acquainted with the land purchased by Isam Blankenship from David Robert. Jane & Ann McCully known as the McCully farm. at the time.

that he purchased the same.
Ans. I was.
Ques. 2. by same. What do you consider the land was worth at that time or what was worth per acre.
Ans. According to my own judgment & the way other land was sold in the settlement I think six dollars an acre is a fair price
And further this deponent saith not.

Elias Riggs

Deposition of A. J. Smith for Compt.
taken August 23. 1857.
Ques. by Compt. John Griffith.
Were you acquainted with the land purchased by Isam Blankenship. from David Robert, Jane & Ann McCully. known as the McCully farm at the time that he purchased it.
Ans. I was
Ques. 2 by same. What do you consider the land was worth. at the time that he purchased it.
Ans. I consider the land worth from eighteen to _____ thousand dollars.

75 Ques. 3d by same. If you at any time looked at the farm with a view of purchasing it please state your reasons for not purchasing it.
Ans. I had a view of buying this land. my reasons for not buying. that I doubted the right being made good. was from the cause that he, David McCully, had suits depending in Court. & thinking that he would not gain it
Ques. 4th by same. Had you or had you not a conversation with Isaac Blankenship. about the time that he purchased the land. if you had please state what it was
Ans. I had two conversations. he stated to me that he had bought McCully's land & gave fifteen hundred dollars for land & title & had two or three payments on the notes five years on the last note counting the land at thirteen hundred dollars: he also stated that if any claims should come against the land that he would not be loser if he had anything more to pay.
Ques 1st. On Cross-examination

By J. McReynolds. Resp'ts. Sol.

Did not Blankenship state to you, that he gave fifteen hundred dollars for the land & a still & tubs: that they estimated the still & tubs at one hundred dollars leaving fourteen hundred for the land: that he gave his note payable at different times but drawing interest from about the time. that the notes were executed. & that if any claims came against the lands. that he would not loose in consequence of his having executed a note for five hundred dollars of the purchase money. payable on condition that the title was made good.

Ans. He did state to me that he gave fifteen hundred dollars for land & still. I dont recollect what he estimated one hundred dollars or not. As to the balance there was no such conversation to my recollection

Ques 2d. by same. In the answer to the 4th interrogatory. do you give the words spoken by Blankenship in the con-

77. versation alluded to or do you give your recollections of the substance of the conversation

Ans. I gave his words to the best of my knowledge

Ques. 3d. by same. In your answer to the 3d interrogatory you speak of declining purchasing the land in consequence of having doubts about the title. please state what the McCullly's offered you the land at. at that time.

Ans. We had no conversation as to the price of the land or buying the land.

Ques. 4 by same. What is the quality of the land that you purchased from Jones. adjoining the farm of Blankenship. compared to the Blankenship farm. How much did you give per acre for it.

Ans. The land that I purchased from Jones adjoining the Blankenship farm in its original state was about the same quality. but at the time that I purchased it. the principal part of the cleared land was pretty well worn and in bad repair in every respect. there was between forty

of fifty acres of it. I gave for it one hundred dollars in cash & one hundred bushels of corn. we estimated the corn at twenty-five dollars

And further this deponant saith not.

Andrew J. Smith.

Affidavit of D McCully. Oct. 8th 1851

John Griffith & others
vs
David McCully & Isam Blankenship

David McCully one of the Respts under oath that the deposition of Robert McCully will be material for the Respts in this cause. that in the month of April 1851 sent by mail a commission to take his deposition to Stockton California. near where he resided at that time. Affiant a short time since received a letter from him which was dated from Stockton about the same time that the commission was mailed. in Blount County Tennessee informing affiant that he would leave the vicinity of Stockton in one or two

weeks & locate at San Francisco California
Affiant believes that he left before the
commission arrived at Stockton
Affiant believes that Resp't. cannot
safely go to trial without the benefit
of said Deposition. & that the failure
of the Deposition to arrive has not
been by their procurement.
They therefore pray that this cause may
be opened, & time given to take said dep-
osition
Sworn & subscribed before me. David McCully
this 8 day of Oct. 1851. A A Baine Clerk.

Order Oct. 8. 1851

John Griffith et. al. vs. David McCully & Isham Blankenship } In this cause on Affidavit of the Resp't. David McCully. the cause is remanded to the Rules and six months time given to take the testimony of Robert McCully in the State of California

Deposition of Robert McCully for Resp'ts. taken at San Francisco California Jan 28 1852. before Orrin Bailey J.P.

Said witness being duly sworn deposes & says:

1st. That he is acquainted with the parties to the said suit of John Griffith & others against David McCully & Sam Blankenship: that he is the brother of the Deft. David McCully & one of the heirs of Robert McCully Sr. dec'd.

2d. That the said David McCully was one of the seven heirs of Robert McCully Sen'r. deceased & entitled to one seventh of the real estate of the said Robert McCully Sen'r dec'd & afterwards became the purchaser of the one seventh of said estate. to which Joseph McCully was entitled. as one of the heirs to the estate of said Robert McCully Sen'r. deceased. the date of which purchase deponent cannot state with any certainty but thinks it was during one of the years of eighteen hundred & forty-one or eighteen hundred & forty-two.

81. 3d David McCully had no interest in said real estate. to deponents knowledge. than that above described.

4th. That in the fall of the year eighteen hundred & forty-five. when deponent returned from the North to his home in Blount County. Tennessee said David McCully owned no interest in the said real estate of Robert McCully Sr. decd. the same having been disposed of by him to Ann McCully & Elizabeth McCully. being two shares of the seven: & that the said Ann & Elizabeth McCully also purchased one seventh share that belonged to Henry McCully as one of the heirs of the said Robert McCully Senr. decd.

5th. That in the fall of eighteen hundred & forty-five deponent purchased three shares. to wit. three sevenths of the said real estate of the said Robert McCully Senr. deceased.

6th That deponent afterwards sold all his interest. title & claim in & to the real estate of Robert McCully Sr. decd. to Elizabeth McCully. but deponent cannot state at what time exactly. but thinks it was in the year eighteen

hundred & forty-seven. the same being four sevenths of the aforesaid Real estate. & that said sale was made in good faith & for a good & valuable consideration.

7th That at the time of the decease of said Elizabeth McCully. she owned the said four sevenths of said estate together with one share which she held as one of the heirs of the said Robert McCully Sen: deceased. & that deponent believes that she died in the year eighteen hundred & forty-eight.

8th That at the death of aforesaid Elizabeth McCully her lawful heirs were six in number. the aforesaid David McCully being one thereof. & entitled to the one sixth of all the real estate of the said Elizabeth McCully deceased. which said estate consisted of five sevenths of the real estate of Robert McCully Sen: dec.

9th That on or about the eighteenth day of October eighteen hundred & forty-eight. David, Amos & Jane McCully & deponent agreed to sell the aforesaid tract of land to Sam Blankenship being the same land owned by Robert McCully Senior at the time of his death. & lying in

Blount County State of Tennessee.
being owned & held by the different parties
as above described to wit: David, Henry
Joseph McCully & deponent owned each
one sixth of five sevenths of the whole tract.
Ann & Jane McCully owned each
one seventh of the whole tract together
with one sixth of that portion that
Elizabeth McCully died possessed of & did
sell & dispose of and convey to the said
Isam Blankenship together with one
Still & tubs for & in consideration of
the sum of fifteen hundred dollars
to be paid in the following instalments viz:
One note drawn by said Blankenship
payable to Ann & Jane McCully for five
hundred dollars due on the 25 day
of Dec. 1848. Second note drawn
by the same & payable to the same on the
25th day of December (1850.) eighteen hun
dred & fifty. bearing interest two years
previous. Third note from the same
payable on the 25th day of December A.D.
eighteen hundred & fifty three — on con-
dition that the said Vendors would

secure the title to the said Isam Blankenship
This sale was made in good faith & for a
good & valuable consideration. The reason
why the payment of the last note was made
conditional was because of some of the heirs
of the aforesaid Elizabeth McCully deceased
not having given their consent to the said
sale, viz: Joseph & Henry McCully. both of
whom afterwards sold & conveyed their in-
terest in the said estate to the said Isam
Blankenship. Henry McCully conveying
his right in his own proper person. &
Joseph McCully by his Attorney & Agent
H. T. Cox.
10th. The said Isam Blankenship at the
request of the parties took up the third note
for five hundred dollars by giving David
Ann. Jane McCully & deponent each a note
for One hundred & twenty-five dollars
in lieu thereof.
11th. David McCully sold & assigned his
said note for one hundred & twenty-five
dollars to H. T. Cox in consideration
of Joseph McCully's interest in & to
the estate of Elizabeth McCully deceased.

85 His interest was then purchased in & conveyed to the said Isam Blankenship

12th. The said Isam Blankenship afterwards lifted the other three notes of one hundred & twenty five dollars each & gave in lieu thereof one to deponent for ninety-three dollars & seventy five cents & to Ann, Jane & David McCully one each for the same amount.

13th There was a settlement on the second day of June 1849 between David, Ann, Jane McCully & deponent the conditions of which were as follows, to wit:

The first five hundred dollar note had been paid above referred to. There was at that time one hundred & fifty dollars in cash on hand obtained by selling personal property, making in all cash on hand six hundred & fifty dollars according to the settlement David McCully & deponent were to have three shares and Ann McCully & Jane McCully each one share, & David McCully & deponent were to have the six hundred & fifty dollars on hand. Ann McCully & Jane McCully

86 were to take the said Isam Blankenships
note made payable to them which fell due
on the 25th of December A.D. 1850. & they at
the time gave their note to David McCul-
ly & deponent each for forty-dollars. which
soon afterwards they paid & lifted.
This settlement was on the second day
of June 1849 & was made in good faith
& carried out. David McCully & deponent
received all that was coming to them
according to said settlement.
14th. The reason that David McCully & this
deponent were to receive the shares. was
because of their having agreed to settle
with Henry McCully for his interest
in the tract of land aforesaid.
15. David McCully settled with Henry Mc
Cully according to the said settlement
16. The still & tubs aforementioned sold with
the said tract of land to the said Isam Blan-
kenship. belonged to deponent, David,
Ann & Jane McCully & were valued at
one hundred dollars
17th. Deponent believes that the amount
paid by said Blankenship. to wit:

87. Fourteen hundred dollars, was the full value of the said land.
Witness my hand at the City of San Francisco this 28th day of January A.D. 1852
Robt. McCully

State of California } I, Orrin Bailey, one
County of San Francisco } of the acting Justices of the Peace in & for the said County & State, do certify that the foregoing deposition was reduced to writing by me, & signed in my presence that neither plaintiff nor deft. were present in person or by attorney during the examination, that I am not of counsel or attorney to either of the parties, nor interested in said cause.
Witness my hand & seal in the City of San Francisco & County & State aforesaid on the twenty-eighth day of January 1852.
Orrin Bailey, Justice of the Peace (seal)

I, John E. Addison, County Clerk of the County of San Francisco, hereby certify that Orrin Bailey, whose

sig'd on motion of Resp't. David McCully. the injunction in this case is dissolved. & the collection of the monies specified in the bill. is allowed upon bond being given to the Clerk & Master with approved security in double the amount thereof conditioned to have the same forthcoming upon the order of the Chancellor on the final hearing of the cause.

<u>Affidavit</u> of Horace Maynard Apl 6/55

John Griffith & others
vs.
McCully & McClain adm's &c.

Horace Maynard Sol. for Complt maketh oath

that after the filing of this bill in Oct. 1849. the Resp't did not answer until late in the year 1850. that it was continued at the instance of Deft. McCully until some time in the year 1852. when the death of Resp't Blankenship was suggested. Sci. fa. issued & the suit was revived at April 1854. with leave to Amend. Affiant who hath prepared the pleadings. had not the facts by

90. which to amend until the recent term of the Circuit Court of Blount. nor indeed now doth he know who is the personal representative of Elizabeth McCully. whose estate it is desirable to bring into the case.

The business engagements of affiant have been such. since the time last stated. as to prevent him from preparing the said Amendment to the Bill which is of a character to require a carefull examination of the records in this case & of the case in the Circuit Court out of which this suit has arisen

Affiant believes that Justice to the Complt requires that the pleadings be amended. so as to joint issue other questions & to introduce other parties. He refers the Court to the file of papers in support of his opinion

Wherefore he asks that the permission granted them to amend at the April term. the last term at which any business of importance has been transacted. may be extended.

91. This application is not for delay. but justice to his client.
Sworn to & subscribed Horace Maynard.
Apl. 6/55. Saml. A. White D. Clk.

Amended Bill. Filed Apl. 20/55
To the Hon. the Chancellor for the Eastern Division of Tennessee sitting in Chancery at Knoxville &c.
Humbly complaining show unto your Hona, your orators John Griffith Alexander Malcom. James Mathews. Joseph Mathews. Joseph F. Wolker & Edward Tuck. that on the 10th day of Oct. 1849. they filed their bill in this Court. against one David McCully & Isaam Blankenship. that the said Blankenship pending the suit departed this life. & the suit was revived against Andrew McClain. & Alexander McClain his Administrators. & that the same is now pending in this Court.
Your orators by way of amendment to their original Bill. beg to state. that on the 26 day of may 1845. the said

92. David McCully sued out from the office of the Clerk of the Circuit Court of Blount County the said David McCully's original writ or summons against your orator & one other person by name Josiah Ragin, in an action of trespass with force & arms, & on the same day executed a bond for the prosecution of his said writ, with Samuel C. McCully security. The suit proceeded & at the September term 1845 of the said Court a rule was made by the Court on said McCully to "give other & sufficient security for the prosecution of this suit on or before the 2d day of the next term". At the January term 1846 of said Court the said David "came & filed his affidavit & asked the Court for leave to prosecute the suit as a pauper", which was ordered accordingly, other rule discharged. Thereupon another rule was made allowing the Defts in the suit to show cause why the said David should be dispaupered, & the same was continued until Monday of the following term

93. to explain the affidavits on file in relation to his property, or give security according to the original order

At the May term of the said Court in 1846. on the 26th day of that month, the said David executed & filed a new prosecution bond with his brother Robert McCully as security. And thereupon the suit was permitted to be prosecuted

At the same term the cause was removed by change of venue to the County of Knox. The cause there prosecuted until June 1847, when a trial was had & a judgment against the plff. for costs: from which judgment he appealed to the Supreme Court by which tribunal the Judgt. of the Circuit Court on the 3d day of October 1848. was reversed & the cause remanded.

The cause again proceeded upon the return from the Supreme Court until the October term 1849 of the Circuit Court, when it was dismissed & a judgment rendered.

94 against the said David. but not against either of his said securities. for the costs. which when taxed by the Clerk. amounted to the sum of $675.00. Execution was issued upon the said judgment & returned no property found as is stated in the original Bill

Your orators further charge that lying upon the waters of ~~Little foix~~ Falcher's Creek in Blount County is a tract of land. known as the old Robert McCully tract. which descended to the said David & others. his brothers & sisters on the death of their father.

It seems that in some way David was the owner of several shares in the land. & on the 21st day of May 1845. he made conveyance of the same to his three sisters. Ann. Elizabeth & Jane McCully then & now of Blount County. excepting Elizabeth who has died.

On the 6th of September 1845. the said Ann, Elizabeth & Jane transfered the same to Robert McCully a younger brother

And on the 21st day of August 1847. the said Robert reconveyed all his in-

terest being four shares in the land to his sister Elizabeth.

On the 18th of October 1848. David, Robert Ann. & Jane made a joint deed for said land to Sam Blankenship. the intestate of Defts. Andrew & Alexander McClain. And the said Blankenship executed his three several notes for $500 each. payable severally on the 25th of December 1848. 1850. & 1853.

By Comparing the several dates. it will be seen that David McCully. disposed of his land just before bringing his said suit. that when it became necessary to have security to save him from dispauperization. his brother Robert who was the stake holder for the time being. came forward. & when required to do so. justified his ability under his oath in Court. & then when the suit had been lost & there was danger that the property might be reached in the hands of Robert the security. the property is shifted again to Elizabeth. & when by her death it is thrown back upon her brothers & sisters

96. the title passes over to Blankenship a few days before a decission is made in the Supreme Court.
The whole purpose & object from first to last as your orators charge on the part of the said David was to prevent the said land from being held bound for the costs of the said suit if it should terminate adversely: & all ~~the~~ parties connected with it entered into the same common design.
After the trade was made David McCully had one of the $500. notes given by Blankenship in his possession & was endeavoring to trade away the same & to convert it into money.
And your orators charge that all their various transfers were merely colorable & that they were all intended secretly for the use & benefit of the said David with whom the others all lived
The premises considered your orators pray that the said Ann McCully & Jane McCully & the personal representative of Elizabeth McCully when known

97. & Robert McCully, who after having figured as above stated in their various transmigrations of title, withdrew & retired to the State of California, where he is understood now to reside, may each & all be made parties Co. Defendant with the said David & the Administrators of the said Blankenship & required to answer And on final hearing, they pray as in & by their original Bill they have already done, that the said land, & the proceeds arising from the sale thereof in the hands of each & all of the said Defts. may be condemned to the payment & satisfaction of their said Judgt. for costs against the said David McCully, And also for general relief

John Griffith
Lyon & Maynard Solrs. } Alexander Malcom & others

Order. Dec. 28. 1855.

John Griffith
vs.
McCully & Blankenship } In this cause it is ordered that copies of the Amendment to the bill & process issue to the Defendants.

Order Apl. 8 1856.

Jno. Griffiths & others vs. McCully & Blankenship } In this cause time till the June rule is allowed Respts. Jane & Ann McCully to file their answers

Order Oct. 8. 1856

John Griffiths & others vs. McCully & Blankenship } In this cause time till the 1st day of the Special Term of this Court in Dec. next is allowed Respts to answer the Amended Bill

Answer of Jane & Ann McCully. Dec 15/56

The joint answer of Anne & Jane McCully. to the amended bill of complaint filed against them & others by John Griffiths & others in the Chancery Court at Knoxville.

Respts. now & at all times saving & reserving to themselves all & all manner of exception to complts bill for answer thereto say. That on the death of Robert McCully Sen. he leaving

seven heirs Viz: David. Henry. Joseph. Robert. Elizabeth & Your Respts. two sevenths of the tract of land mentioned in Complts Bill descended to them.

Respts know but little about the law suit spoken of in the bill & what they do know is hearsay from others. but they have no knowledge that would contradict the allegations of the bill. of its progress & determination & they suppose if it is necessary to substantiate said allegations it can easily be done by the records of the Court in which the suit was tried. The same may be said in reference to the transfer of the land the Registers books of Blount County will show. all upon that subject will be much better proof of dates & every thing else. connected with the transaction than the frail memory of persons unaccustomed from their sex. to charge their memories with such deolings

As before stated on the death of their father. two sevenths. of the tract of land

100. referred to belonged to them. They never parted with their interest in any way whatever until they sold to Blankenship & they have never to this day received pay for their interest in said land which descended to them from their father which was a part of the consideration of the notes given by Blankenship now & for a long time enjoined by Complts. in this Court. Beside the two sevenths of said tract of land which descended to them by their father. they became the owner of two sixths of five sevenths more of said land. Robert McCully became the purchaser of the interest of David Henry & Joseph McCully's shares in the land. Subsequently he sold the interests so purchased & the interest he owned in his own right to Elizabeth McCully. She dying your Respts inherited from her two sixths of five sevenths of the original tract of land. in addition to the two sevenths which they inherited from their father. By the death of Elizabeth McCully, David, Joseph, Henry &

Robert McCully became again interested in the land, & they or their assignees joined with Resp'ts. in the sale of the land to Blankenship. There was a small amount of personal property connected with the sale of land. The land it is believed was valued at fourteen hundred dollars & the personal property at probably two hundred & fifty dollars. & Blankenship executed his three notes for five hundred dollars each, having one, two & three years to run with interest & paid the balance in cash down & a short credit for some of it. After the first note was paid Resp'ts & the others interested had a settlement. at that settlement Resp'ts received each a note from Blankenship for ninety-three dollars seventy-five cents & the last note for five hundred dollars was also to belong to them

In this settlement there were other ingredients varied the exact amount from what it would have been for Resp't. interest in the land which it is deemed not important to describe

102. as the difference is not great
Resp'ts. state that all the transactions
in reference to the land & the division
of the proceeds so far as they are advised
or have any knowledge were made in
good faith. And they again repeat
that they have not yet received their
share of the proceeds of the sale to Blank-
enship. They deny all fraud & combina-
tion with which they are unjustly
charged. & having answered all the
material allegations of Compl'ts bill
that they are advised that they can or
ought to answer. they pray that the
Injunction be dissolved the Bill dis-
missed & they decreed their reasonable
costs.

Jane McCully.
Croziv. Sol. Ann McCully

Personally appeared before me Jane & Ann
McCully the Resp'ts. in the foregoing answer
made oath in due form of law that the facts
therein stated of their own knowledge are true & those
stated on information they believe to be true.

Dec. 9. 1856. Danl. D. Foute (Seal)
Justice of the Peace Bl. Co.

Decree, Apl. 10 1857.

John Griffiths et al. vs. McCully & Blankenship. } Be it remembered that this cause came on to be heard & determined before Chancellor Lucky, on this 9th day of April 1857. on the Bill & amended bill, the answer of the several defts. excepting Robert McCully, & judgment pro confesso against him & the proof & exhibits in the cause

From all which it appears satisfactorily to the Chancellor, that David McCully was the owner by inheritance of one undivided seventh part of the tract of land mentioned in the pleadings & by purchase from his brother he was the owner of another undivided share of one seventh: That on the 21st day of May 1845. he transferred & conveyed said shares or interests to his three sisters, Ann, Elizabeth & Jane McCully. At this time it appears to the Court that said David was the appearance bail of his brother Henry McCully, who was bound to appear, & answer a criminal charge

in the Circuit Court for Blount County.
It further appears that said Henry forfeited his recognizance & did not appear at said Court but left the County.
It further appears to the Court that said David afterwards instituted a suit for damages against the present Complts in the Circuit Court for Blount County, returnable to the September Term 1845 of said Court.
And for the costs of said suit Robert McCully became the security for the said David: That on the 6th day of September 1845 the said Wm. Elizabeth & Jane transferred the interests they had acquired from the said David as aforesaid together with another share of the land which they had acquired by transfer from the said Henry at the same time to the said Robert McCully
It further appears that said suit in the Circuit Court of Blount County was by change of Venue transferred to Knox County, where it was tried

 at June term 1847. a verdict & judgment for the Defts. for costs. from which an appeal was prayed & granted to the Supreme Court. It further appears that after said verdict & judgment in the Circuit Court. to wit: on the 21st day of August 1847 the said Robert McCully transferred all his interest in said lands. being four shares to his sister Elizabeth. who shortly thereafter died intestate & unmarried & without issue. leaving six brothers & sisters. who were her heirs at law: Viz: David, Henry, Joseph & Robert & Jane & Ann McCully.

It further appears to the Court that on the 18th day of October 1848. the said David. Robert. Ann & Jane McCully. sold & conveyed the aforesaid tract of land to Isam Blankenship for the price of $1500. including a distillery & some still tubs which was estimated at $100 in the price. That notes of the said Blankenship were taken & made payable

105 to the said Ann & Jane of $500 each
payable at different times, & which
have not ~~been~~ as yet been entirely paid
It appears to the Court that said Ann,
Elizabeth & Jane were unmarried fe-
males living with their brothers, owning
but little property besides their interests
in the land & having no means with which
to purchase these several interests: That
said David McCully continued all the
time to reside at the same place, having
the apparent control & management
of the property & was offering to sell
the notes of said Blankenship: That
said Robert McCully at the time of his
pretended purchases was a young man
without means or income to pay for
said pretended purchases
Upon the whole it appears manifest
to the Court that the several sales & pur-
chases of these brothers & sisters between
themselves was clearly fraudulent
as being made with intent to hinder
& delay creditors. It also appears to
the Court. It is so adjudged that

David McCully was the real owner of the three sevenths of the tract of land sold to said Blankenship, & was also the entire owner of the Distillery and of the small entry of one & three fourths acres mentioned in the pleadings. But it appears to the Court that the purchase made by said Blankenship was bona fide on his part & cannot be disturbed

But it appearing to the Court that final judgment was rendered in the Circuit Court of Knox County for costs, against the said David, of the cause hereinbefore mentioned, amounting to the sum of six hundred & seventy eight dollars, & that execution has been issued & returned nulla bona.

The Court is of opinion & so adjudges that the fund arising from the sale of said lands, really belonging to the said David, ought to be subjected to the satisfaction of said judgment & liable therefor. But because it does not fully appear to the Court how much has been paid by said Blankenship

107. on his purchase aforesaid who has received the same. It is therefore ordered adjudged & decreed by the Court that the Master take & state an account in this case in which he will show the amount which has been paid by said Blankenship or his Administrator & to whom & when paid. & how much yet remains due on said purchase & to whom payable & he may hear additional proof on these points. The Court adjudges that any monies paid to said Ann & Jane or in their presence on any notes made payable to them, shall be charged by the Master as payments made to them. & he will report hereof to the next term of this Court

The Court adjudges that the costs of this cause, shall be paid by the said David to the time of filing the amended bill & Ann & Jane & David McCully, since the amended bill & that said Ann & Jane have judgment over against said David for any portion of the costs paid by them.

From which decree the Defts. Ann, Jane & David pray an appeal to the next term of the Supreme Court at Knoxville. And the Chancellor being of opinion that this is a fit case to be revised before the taking of the account. The same is allowed & two months is allowed them to give bond & security for said appeal.

During the progress of the cause, the Complts. Counsel introduced the original file of the papers in the case of Trespass in the Circuit Court & offering to read certain papers therein not strictly a part of the record: the counsel for Respts. objected to the reading of all papers not strictly a part of the record of the cause.

Authority to sign name. Filed May 16/57.

Mr. John R Cropin. Knoxville Tenn.

Sir. You are hereby authorized & directed to sign my name to an appeal bond as the security of David, Ann & Jane McCully for the prosecution of their appeal

109 to the Supreme Court of Tennessee at Knoxville, in the case determined at the last term of the Chancery Court at Knoxville, Tenn. between John Griffith & others Complts. & said David, Ann & Jane McCully & Isam Blankenship Respondents.

Given under my hand & seal this 12th day of May 1857.

Attest J. J. McReynolds (Seal)
J. A. Houston

Appeal Bond.

Know all men by these presents that we Jane McCully, Ann McCully, David McCully & J. J. McReynolds are held & firmly bound unto John Griffith in the penal sum of two hundred & fifty dollars, for the true & faithful payment of which we hereby bind ourselves & our each of our heirs, Executors, Administrators, firmly, jointly & severally by these presents.

Signed sealed & dated the 19 day of May 1857.

(Seal)

The condition of the above obligation is such that whereas the above bound Ann Jane & David McCully have prayed an appeal from a decree of the Chancery Court at Knoxville pronounced on the 10th day of April 1857 in a case wherein John Griffith & others are Complts & the said Ann, Jane & David McCully & others are Respts. to the next term of the Supreme Court to be holden at the Court house in Knoxville on the 2d Monday of Sept. next. Now if the said Ann, Jane & David McCully shall well & truly with effect prosecute said appeal or shall pay & satisfy all costs that may be adjudged against them for failure shall abide by & perform such order judgment or decree as said Supreme Court shall make in said Cause, then this bond to be void, otherwise to remain in full force & effect.

D. McCully (Seal)
by Atty. Jno. H. Crozier
Jane McCully (Seal)
by Atty. Jno. H. Crozier
Ann McCully (Seal)
by Atty. Jno. H. Crozier
T. J. McReynolds (Seal)
by Atty Jno. H. Crozier

Rule Docket

John Griffith & others } Bond $500.00
vs } John Griffith
David McCully & } Alex. Malcom
Isam Blankenship } Jas. Mathews, Jos. Mathews
} J. F. Wolker. Edwd Tuck
} J. M. Henry

Iny. Bill filed Oct 10. 1849.
Iss. Iny. Oct 10 1849.
Iss. 2 copies & serv. to Blount Feb 23/50
Apl. 2/50. Answer of Isam Blankenship filed
Apl. 2/50. Answer of David McCully filed
May Rules 50. Replication filed.
July 23/51 Depositions filed by Compts
postage pd. by H. L. McClung C.M. 20 cts
Feb Rules 1853 Heads of Respts Blankenship having been suggested at the April term 1852 of the Chancery Court at Knoxville It is ordered by the Clerk & Master that Scire Facias issue to summon Andrew McClain & Alex. McClain to show cause if any they have or can show, why this suit shall not be revived against them in their names as Administrators of said Isam Blankenship decd.

Feb 10. 1853. Iss. Sen. fa to Blount County.
Amended Bill filed 20th Apl. 1855.
Copy of Amend. Bill & Subp. is to Blount Co. Mar 19/56
Dec. 15th 1856. Ans. of Jane & Ann McCully filed.

Decree of Supreme Court.

Be it remembered, that at the September term 1857. of the Supreme Court of Tennessee at Knoxville, the following order was made in the suit, Jno. Griffith et. al. vs. McCully & Blankenship. to wit:

Saturday 3d October 1857.

Jno Griffith et. al. vs McCully & Blankenship } Certiorari

In this cause a diminution of the Record having been suggested. It is ordered by the Court that a certiorari issue to the Clerk of the Chancery Court at Knoxville, commanding him to make certify & out transmit to the present term of this Court a full, true & perfect transcript of the record & proceeding in this Cause.

A true copy from the Records.

Iss. 6. Oct. 1857. J W Campbell, Clerk

112 Feb 10. 1853. Iss. Sci. fa to Blount County.
Amended Bill filed 20th April 1855.

STATE OF TENNESSEE —— BLOUNT COUNTY.

TO R. N. Hood GREETING:

Whereas, it has been reported unto us in our County Court, opened and held for the County of Blount, State of Tennessee, at the Court House in Maryville, on the First Monday of Nov 1869 that David & Ann McCulley late of said County, had died intestate, having whilst living, and at the time of his death, Goods and Chattels, Rights and Credits, the ordering and granting Administration whereof doth appertain unto us, and we, being desirous that said Goods and Chattels Rights and Credits may be well and faithfully administered, do grant unto you, the said R. N. Hood full power, by these presents, to collect and take into your possession, all and singular, the Goods and Chattels, Rights and Credits which were of the said David & Ann McCulley Deceased, at the time of his death, wheresoever the same may be found, hereby requiring you to make, or cause to be made, and returned into our said Court at its next Term, a true and perfect Inventory of said Goods and Chattels, Rights and Credits; also to render a true and clear account of said Administration when thereto required.

Witness, R. C. Tucker, Clerk of said Court, at Office in Maryville, on the First Monday of Nov 1869

R C Tucker Clerk.

Costs

Clerk.

Costs

Jno. Griffith vs McCulley & Blackenship.

	State tax	3	75
Clerk McClung,	2 copies of bill 1400 w. 1.40 $1.40		
	Sub^n to ans. 75. Inj^n 1.00 Tak^g bond[33] 2.08		
	Post 20. Subs except to answer 70 90	4	38
Clk. Craighead	Fil^g 4 ans^s 1.50. Replication 25 1.75		
	iss^g 4 Com^s 4.00 - 3 Continuances 75. 4.75		
	Set for hearing 12. Rules 50. ~~xxxxxx~~ 1.62	7	12
Clerk Barnes	tak^g aff^t 18^t - iss^g sci. fa. 75 Rules 50 1.43		
	2 orders 50. 2 Continuances 50. 1.00	2	43
Clk White	Copy of Amen^d bill 1.10. Sub^n to ans^r 75 1.85		
	Fil^g answer 37. tak^g aff^t 18. appeal bond 75 1.30		
	3 orders 75. ent^s decrees 2.50 (3.25) ~~3.35~~		
	Transcript 31.500 words 31.50		
	Certif^c & seal 50^t taxing Costs 50 1.00	38	90
Clk Walker	Transcript		56
Dep Shf Gillespie	Exec^d two Sci. fas.	1	25
" P M Bowerman	Exec^d inj^n 1.00. Sub^n to ans^r 62 - 1.62		
	Serv^d 6 notices 3.00 Serv^d 10 Sub^ns 250 5.50	7	12
Shf S. M Kamy	Exec^d 1 Sub^n to ans^r 62 inj^n 1.00 - 1.62		
	serv^d 6 notices 3.00 - - 3.00	4	62
Sp^l Dep. Shf. J E Corley	Serv^d 2 Sub^ns to answer 62	1	25
Com^r Orrin Bailey	tak^g tak^g 1 dep^o 1.00	1	00
" Saml Beaucut	tak^g 3 dep^os @ 1.00	3	00
" Wm Henderson	tak^g 3 dep^os @ 1.00	3	00
" H. C Cunthers	tak^g 5 dep^os @ 1.00	5	00
Witness	Andrew McClain 1 day		50
	Alex^r Ish 1 day 50 - 22 Miles travel 4^d 88^t	1	38
		85	26

112 Feb 10. 1853. Iss. Ser. fa to Blount County

	Amount bro^t forward	85	26
Witness	~~Sam Blankenship 1 day at 22 M^r travel 88~~	~~1~~	~~38~~
"	Jo^s McCully 2 days 1.00 do — 88	1	88
"	Jno Hackney 2 " 24 M^r travel 96	1	96
"	Saml & McCully 1 day		50
	E. R. Jones 1 "		50
	Wm A Walker 1 "		50
	Andw J Smith 1 "		50
	Elias Riggs 1 "		50
	Wm Bonham 1 "		50
		$ 93	48

Have found out fee to Sam Blankenship, he being a party, & have allowed to witnesses 75 cts. instead of 50

Costs
Jno Gaylith
McCully & Blankenship
$ 93.48

State of Tennessee } I, D. A. Anderson

State of Tennessee } I. D. A. Mendenick
Knox County } Clerk & Master of the
Chancery Court at
Knoxville hereby Certify, that the fore=
going is a true and faithful transcript
of the records in a cause determined at the
April term 1857. in said Court, wherein
John Griffits & others were Complainants, and
McCully & Blankenship Respondents: as the
same appear on record in my office.

Given under my hand, this 23
day of Sept 1869

D. A. Mendenick C&M