No. 1

~~W#90~~

Moore's Dl

vs

Gallion's Exs

Filed Sept. 31st 1846
and Process issued

1846

Winslow p.q.

Recd Hair & Bail
Very Respectfully
Robertson
Defendants
Attorneys
Defendants
Cannot
Defendants
Attorneys

Recd accordingly this 9 each of the

To the Hon Judge of the Carroll Circuit Court in Chancery sitting humbly Complaining sheweth unto your Honor your Orators Elizabeth Moore Hayden Moore, & Henry Moore children and infant heirs at law of James Moore decd who sue by their next friend and Statutory Guardian Theodore W Bates, that on the day of a certain James Gallion died seized and possessed of a certain tract of land situate in the now County of Carroll on the waters of the Kentucky River being the same conveyed to said Gallion by a certain James Vermit by deed bearing date 16th Feby 1828 of record in the Clerks office of the Gallatin County Court and a copy whereof is here filed (marked Exhibit C) and prayed to be taken and considered as part of this bill - that by the death of said Gallion the said tract of land descended to his children and heirs at law to wit James Gallion, Lizzie Gallion, Eliza Moore wife of John Moore Henry Gallion, Polly Gallion and Rachel Moore then the wife of James Moore and now the wife of Reuben Jackson subject however to the

23 Thirty of Sarah Gallion widow and Polly Gallion of James Gallion decd.

the tillerator would further state that filed (about the 5th day of January 1835. taken said James Moore the ancestor of your Jackson purchased of the said James Gallion Jr of the the heirs of said James Gallion Sen all advised - rest in the said tract of land as shown that altho bond executed by said James Gallion purchaser here filed (marked Exhibit D) taken as part of this bill

23 That on or about the 15th Nov 1835 the said James Moore purchased the interest of George Gullion another of said heirs as shown by the title bond of said George C Gullion here filed (marked Exhibit C) and prayed to be taken and considered as part of this bill.

That on or about the 9th of January 1836 the said James Moore purchased the interest of the said Sarah Gullion the widow & relict of said Jas Gullion dec'd as shown by her title bond here filed (marked Exhibit D) and prayed to be taken and considered as part of this bill. That on or about the 9th of January 1836 the said James Moore purchased the interest of John Moore which he held in right of his wife in and to said tract of land as shown by the title bond of said John Moore here filed (marked Exhibit E) and prayed to be taken and considered as part of this bill

That on or about the 22d March 1837 the said James Moore purchased of said Sarah Gullion the mother and next friend of her then infant son Henry Gullion another of said heirs all his interest in the said tract of land, which said sale was afterwards, about the 27th Nov 1843 and after the said Henry had attained to the age of 21 years confirmed by him as shown by the title bond of the said Sarah Gullion executed to said James Moore and the endorsements thereon here filed (marked Exhibit F) and prayed to be taken and considered as part of this bill.

That on or about the day of the said James Moore purchased of the said

33 Sarah Gullion the mother and next friend of the said Polly Gullion her interest in the said tract of land, and that subsequently on or about the 28 June 1846 the said Polly Gullion having attained to the age of 21 years confirmed the said sale, as shewn by the title bond of the said Sarah with the endorsement thereon by said Polly here filed (marked Exhibit G) and prayed to be taken as part of this bill. Your Orators would further state that on or about the day of the said James Moore departed this life intestate leaving your Orators and a certain Eliza Moore his children and only heirs at law, and the said Rachel Moore his widow relict who subsequently intermarried with the said Regin Jackson, and that said Eliza Moore on or about the day of departed this life an infant and without issue leaving your Orators her only heirs at law. Your Orators would further state that said James Moore the ancestor of your Orators was at the time of his death in possession of said tract of land and that said Rachel his widow succeeded to the possession at his death, and after her marriage with the said Regin Jackson transferred the possession thereof to a certain James W English who still holds the same claiming under some contract of purchase pretended from said Jackson but of the particular character of the contract your Orators are not fully advised. Your Orators would further state that although their ancestor had fully paid the purchase money for said tract of land to

4 5. the said several vendors they and each of them have wholly failed to convey either to the said James Moore in his lifetime or to your Orators since his death. In lieu of consideration of the premises and inasmuch as your Orators are without suitable remedy at law and can only find relief in this honorable Court where matters of this sort are properly cognizable he makes the said James Gullion, George Gullion John Moore and Eliza his wife, Henry Gullion Polly Gullion, Regin Jackson & Rachel his wife (said Jackson & wife being non residents of the State of Kentucky) Sarah Gullion, and James W English defts to this Bill and calls upon them severally to answer its various allegations as fully and particularly as if the same were repeated in the form of special interrogatory and upon final hearing your Orators pray that the said several vendors may be compelled to convey to your Orators in accordance with the stipulations of their said several title bonds and upon default thereof that a suitable commissioner may be appointed to convey for them, and your Orators further pray that the down interest of the said Rachel Jackson in the said tract of land may be allotted and assigned to her if she be (as your Orator suppose) entitled to down, and that whatever other interest she may be entitled to in the said tract of land if any be also partitioned and laid off to her in severalty, and that the possession of the remainder may be decreed to be surrendered up to your Orators, and that they may have a decree for such bakrents as they may

further relief in the premises as Equity will & afford and the peculiar Circumstances of the Case justify — May it please your Honor to grant to your Orator the benefit of the Common writ of Ss &c directed &c Commanding &c and your Orators as in duty &c

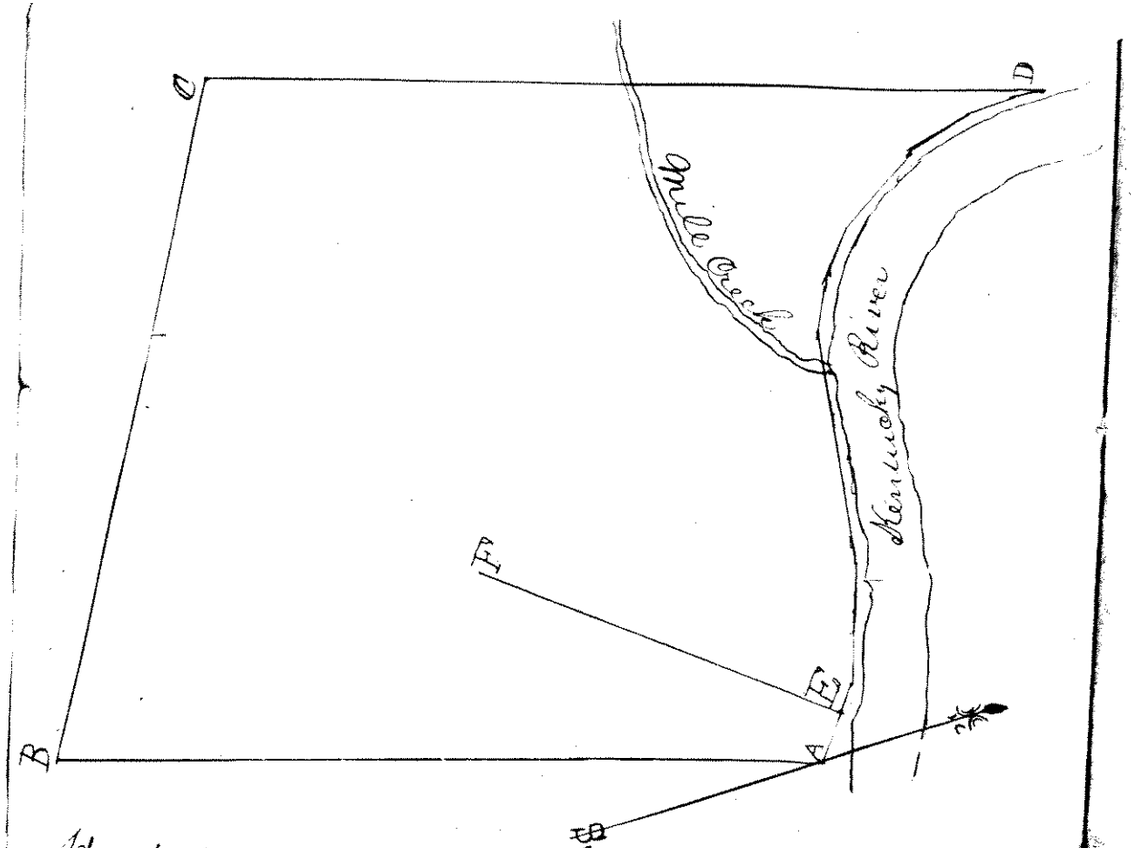
Winslow Esq

Storde ja.
vs
Moore ja.

In Ejectment
Copy Survey

Moore's Pl.
v
Gillivray Pl.
Exhibit 3.
with Engrossing
Answer

Filed in Court Oct. 2nd 1849
H. Cullinden D.C.



Horde &c
against
Moon &c } In Ejectment } In obedience to an order of the Hon'ble the Circuit Court Detriot McCracken County ss.
April 11th 1835

Surveyed the annexed tract of land being the land in controversy. Beginning at the mouth of Mill creek. Thence up the River with its meanders 167 poles to a hickory marked trees standing. Thence S 20 W running through Moons Plantation 316 poles (passing by several trees anciently marked) to B. on a Hill side and the land cleared no trees of any descrip-

tion standing near this point. Thence N 62° W 313 poles crossing a branch at the distance of 20 poles and running through the farms of Mrs. Burges and W. W. Jackson to C. no corner trees standing his corner stands on the brink of a branch that empties into Mill Creek. Thence N 20° E 335 poles crossing Mill Creek and passing a number of old marked trees to D. & buckeys on the branch of the branch of the Ky. river all standing and plainly marked. Thence up the Ky with its meanders 158 poles to the Beginning. E. F represents Moons lower line beginning 22 poles below the letter A. Running S 38 W. Moon produced no title papers and the exact interference cannot be exhibited

Richard Foster } Jeremiah Strother S. G.
Jno. Hickman } C.C.

N.B. 2 degrees variation from the old lines

A Copy Teste

Jno. H. Hanna C.C.K.C.

Executed June 11th 1849
by delivering a copy
to James M. English
Sheriff

Moore Hoe
vs
Moses
Williams et al
Gullions heirs

Moores heirs
vs
Notice
Gullions heirs &c

Septr 13th 1849 filed
in office
R. Butler clk

Mr J W English

Take notice that on Wednesday the 13th Inst on the premises I shall attend with the Surveyor of Carroll County for the purpose of having the order of survey executed in the suit in Chancery pending in the Carroll Circuit Court in the name of Moses Heins against yourself & others also at the same time and place I shall proceed to take the deposition of Henry Gallion & others to be read as evidence in the same case.

June 4. 1849.

J. W. Bates

Messrs James W English, Rozin Jackson & Rachel his wife & R P Bates Guardian ad litem for Rachel Jane, Wesley, Sarah, Mary & Eliza Gallion infant heirs of James Gallion dec'd

Take notice that on Saturday the 22d Sept Inst at the Law office of W B Winslow in Carrollton I shall proceed to take the deposition of Ben Gallion & others to be read as evidence on the part of the Complts in a certain suit in Chancery now pending in the Carroll Circuit Court in which Moses Hs are Complts & yourselves & others are defts

Sept 10. 1849.

J W Bates Guardian & next friend

Moore's Ex's
vs.
Gallions Ex. &c. } In Chancery in Carroll Circuit Court.

The Complts by their Counsel except to the answer of the deft James W English filed in this Cause and assign the following Causes of exception to

1. It is distinctly and positively set forth and alleged in Complts bill that one James Gallion died seized and possessed of a Certain tract of land therein described, and the same Conveyed to said Gallion by one James Dermit by deed bearing date 10th Feby 1828, and said bill Calls upon said deft to answer said allegation, but he neither admits or denies the truth thereof but wholly evades the same –
2. It is distinctly & positively alleged in said bill that the said tract of land descended to Certain persons therein set forth as the Children & heirs at law of said Gallion, and the defts are required to answer thereto, but the said deft neither admits or denies the truth of said allegation but wholly evades the same –
3. It is distinctly & positively alleged in said bill that one James Moore died intestate leaving the complts & one Eliza Moore his Children & heirs at law, & one Rachel Moore ~~who so~~ his widow & relict who subsequently intermarried with Rezin Jackson, & that said Eliza died an infant intestate & without issue leaving the Complts her only heirs at law, and said defts are required to answer touching these matters, but the said English neither admits or denies but wholly evades an answer to these allegations –
4. It is distinctly & positively alleged in said bill

that said James Moore (the ancestor of Complts) was at the time of his death in possession of said tract of land and that said Rachel (his widow) succeeded to the possession at his death, and after her marriage with the deft Rezin Jackson they transferred the possession thereof to the deft English who still holds the same neither of which facts are admitted or denied by the answer of the deft English but answer as to these points is wholly evaded—

In all which particulars and divers others the Complts respectfully yet earnestly insist the answer of the said deft English is wholly insufficient, evasive, and irresponsive to the allegations of Complts bill, and said deft should be required to answer over

Winslow for Complts

Moore's Heirs
vs
Gallion's Heirs &c

Exceptions to Answer of English

Filed in Court Oct 5. 1847 - sustained
Rpzuter

Wins Com ATTO

Moore's heirs
vs
Gullion's heirs in chy

O Bill & exhibits A B C D E F G filed 21st Sept proof executed ~~in part~~ 7th October on John Moore Elizabeth Moore, Polly Gullion James Gullion Geo C Gullion Henry Gullion Sary Gullion & James W English 7th Octo 1846. Bill taken as confessed agst Defts. Death of Defts, James Gullion & Geo C Gullion suggested. Warning order vs Reason Jackson and Rachel his wife 258. James W. English filed his answer (262) Apl 6 1847 Compt filed exceptions No. 1. 2. 3. 4 to Ans of English, exceptions sustained & time till next Court to English to Ans & over Bill of Review as to Defts J & George Gullion (Oct 5 1847 (P 305) leave to file Bill of Review & Rachel Jackson Since Court (P 306) Proceeding entered on Rachael Jane Wesley - Sarah - Mary & Eliza Gullion Mch 11 - 1848 Rule vs Deft English to ~~answer bill~~ Deft English filed his answer & file exhibits Apl 7 1848 (555) W English files his ans in Court 5 Oct 1848 Compt's objection sustained to English's ans in reference to 4th Exception. Exhibit B proved by Compt & Exhibits C, D, E F & G proved in Court. Deft English files his Amd. Ans the same being sworn to R B Butler G.d as litem for Rachael Jane Wesley - Sarah - Mary & Eliza Gullion Notice to Survey & take the Gullions ~~deposition given to Dr English Deft~~ June 11. 49 Rule agt Deft English Returnable to 1st day next term for failing to file Exhibits referred to in his Ans & amended Ans. Apl 5. 1849 (P 437) Compt Swore to & filed Amended Bill Apl 6 - 1849 (P 442) Sw. Survey Apl 6 - 1849 (P 445.) Rule on Deft English returnable for failing to file Exhibits June 20. 49 - 452 - Deft English filed Exhibits 1 to 5 Oct 2 1849 - 470 - Cause ready for decree Oct 3. 49 - 485 - Decree for division Land - amt of rent & Commy to report Oct 4. 49 - 497 - Order to pay Surveyor Oct 4. 49 - 497 (Cause again referred to Master Surveyor 523. Compt filed Am. Bill and petition for sale of land 578: Butler Masterson &
Apl 7 1850

and Dean Comrs to value real & personal estate herein 552:
(Sub for decree by consent 594 - Referred to Surveyor
to ascertain the quantity each of hill & bottom 613
Oct 7 1850)
Bates bd of inft Compltts filed and Petition - Comrs appointed
to ascertain amt estate of Compltts Nov 29 '50 - 620. The
Comrs Report of value of estate filed & confd - Comrs report of
division of land filed & confd and decree for sale
Mch 15: 1851. 624 - Bates with Winslow Executed bond
Mch 15: 1851. 625.

July Term 1857 Martin filed report of sale of land 100:
Martin, report confirmed 112:
Martin allowed 115: Butler and Masterson counsel
allowed $ each: 129: Counsel account filed Augt
1. 1851: Bond for sale of land executed and
filed Mch 15. 1851: Martin report filed July 29. 57
March Term 1852. Buchanan ordered to pay 1st instalment 160
Continued - 164 Mch 2 53 nothing
Sept Term 1854. Martin directed to convey land to Gilbert 88

BILL!
Mary Ann
vs
Martin's heirs
Ex Parte Complt

Moores Ats

vs Bill of Review

Gullions Ats &c

filed Octo Term 1849

R P Butler c

Winslow Pq

To the Hon Judge of the Carroll Circuit Court in Chancery sitting humbly Complaining shewith unto your Honor your Orators Elizabeth Moore Reagan Moore & Henry Moore infant heirs of James Moore decd by W. Bates their next friend & statutory Guardian by way of amendment & Bill of Revivor - that since the filing of their original bill herein James Gullion Jr one of the defts in their original bill has departed this life intestate leaving his in fant Children Rachel Jane Gullion, Wesly Gullion, Sarah Gullion, Mary Gullion & Eliza Gullion his only heirs at law to whom the legal title of the share of J Gullion Jr in said tract of land has descended and your Orators pray that said suit & proceedings may be revived against said heirs in the same plight and condition as it stood at the time of the death of said James Gullion Jr. and that your Orators may have the relief against sd heirs sought in the original bill against their ancestor together with such additional relief as Equity will afford, your Orators would further state that since the filing of their original bill Geo C Gullion another of the defts therein has departed this life intestate and without issue leaving his sisters Eliza Moore wife of John Moore & Polly Gullion, ~~and his brothers~~ & Rachel Jackson wife of Reign Jackson and his brother Henry Gullion, and his nephews & nieces the said children of James Gullion Jr his only heirs at law. all of whom except the sd children of James Gullion Jr were defts to their original bill, and all of whom are also prayed to be made defts to this bill & required to answer the same and your Orators pray that said suit & proceedings may be stand revived against them as the heirs of sd Geo C Gullion & that the relief sought in their original bill may be granted them with the benefit of the Courts writ of sp & &c

Weis law for Complts

To the Hon Judge of the Marshall Circuit
Court in Chancery now sitting humbly Com=
=plaining sheweth unto your Honor, your
Orator Elizabeth Moore & Henry Moore
~~infants under the~~ age of 21 years who sue
by their next friend & Statutory Guardian
J. W. Bates by way of amendment to their
original bill & amendments heretofore filed
in this Hon Court against J. W. English & others
& also the said J. W. Bates by way of Petition
would respectfully represent to your Hon
that in the opinion of your Petitioner Bates
a sale of the interest of the said Elizabeth
Moore & Henry Moore in the tract of land
sought to be divided by their original bill
will both in its immediate & ultimate Con=
=sequences greatly redound to the benefit &
advantage of said infant heirs - Your
Petitioner would further state and shew that
James Moore the ancestor of said infants
was indebted in his lifetime to your Petitioner
Bates in the sum of $194.62 cts by note
bearing date 4th day of July 1839. with
int thereon from 20th day of March 1840.
till paid which he here files as Exhibit J.M.
and prays that the same may be taken &
considered as part hereof - After the death
of said Moore your Petitioner Bates administered
upon his estate, paid off all the debts but
his own & settled up with the Commissioner
of the County Court, and upon that settlement
the sum of $36.81 cts remained in his hands
which he credited upon said note as shown
by the endorsement thereon, the balance

(Exhibit J.M.)

remains still unpaid, and he prays that the ~~same~~ amount still due thereon with the interest may be decreed to your ~~Orator~~ Petitioner out of the proceeds of sale of said land.

Your Petitioner prays that the land may be sold, the said debt due to your ~~Orator~~ Petitioner paid out of the proceeds of sale and the balance invested & disposed of for the interest of said infants as this Hon Court may direct in the premises. And your Petitioner as in duty &c

J. W. Bates

Carroll County Set. J W Bates this day personally appeared before me the undersigned a Justice of the peace in & for the County aforesaid & made oath that the statements contained in the foregoing petition so far as they purport to be made on his own knowledge are true & so far as they purport to be made on the information of others he believes to be true Apl 4. 1850. L Martin J P C C

Moore Als.
vs
Petition of J. W. Bates
Gallions Als &c

Filed in Court April Term 1850
Attest. W. Leitner Clk

Winslow

Moore's

J. ~~Hughes~~ heirs

agt. Eliza. wife

J. Gullions heirs

Sept. Term 1848

Executed March 11th 1848 on

Rachael Jane Gullion

McKey Gullion

Sarah Gullion

Mary Gullion

& Eliza Gullion

A Copy D.S.

for B. A. May Clk

Barnell

Barnell

vs Ess als Sp Ctg

Gullions Hrs

Oct Term 1846.

Executed the 7th Oct. 1846

by D. H. Lindsay

for R. C. Lindsay S.C.C.

To be recorded in English only —

Wm Lowe for Compt

THE COMMONWEALTH OF KENTUCKY.

TO THE SHERIFF OF CARROLL COUNTY—GREETING.

We command you, that you summon Rachel Jane Gullion Wisley Gullion Sarah Gullion Mary Gullion minor heirs at law of J Gullion Jr

to appear before the Judge of our Carroll Circuit Court, at the Court-House, in Carrollton, on the 1st day of our Sept Apl Term, to Answer a Bill of revivor filed agt them in our said Court by the heirs of Jurras Moore dec'd

and this they shall in nowise omit: and have then there this writ.

Witness, RICHARD P. BUTLER, Clerk of our said Court, at the Clerk's office in the town aforesaid, this 25 day of July A. D. 1848, and in the 56 year of the Commonwealth.

Rich P Butler

The Commonwealth of Kentucky.

TO THE SHERIFF OF Carroll COUNTY—GREETING:

We command you, that you Summon as before James Gullion, Geo C Gullion, John Moore & Eliza Moore, Nancy Gullion Polly Gullion, Rezin Jackson Rachel Jackson, Sarah Gullion & James W English

to appear before the Judge of our Carroll Circuit Court, at the Court-House in Carrollton, on the 3d day of our Present Term, to answer a bill in Chancery exhibited against them in our said Court by Elizabeth Moore Haydon Moore, & Nancy Moore infants by J W Bates their next friend & Stanton Guardian -

Oct 5 1846

and this they shall in nowise omit: and have then there this writ.

Witness RICHARD P. BUTLER, Clerk of our said Court, at the Clerk's office in the town aforesaid, this 5th day of October A. D. 1846, and in the 55 year of the Commonwealth.

Rich P Butler

[illegible] I have
sold [illegible] Polly's [illegible]
[illegible] of the [illegible]
Moreover [illegible] which I have
claim [illegible] on
south side of [illegible]
[illegible] of thirty
five dollars in [illegible] payable [illegible]
[illegible] Gullion administrator
[illegible] to Polly
[illegible] Samuel [illegible]
[illegible] d on
last

Sarah Gullion
[illegible] administrator

Theodore, Ala. [illegible]

Polly Gullion
[illegible]

for the Consideration within Named I now bind Myself to Comply with within bond this 28 June 1846

Test
Francis Little

Polly her ✗ Gullion
mark

W # 797
Gullion's Est. 29

Jo. 3. Born of
Polly Gullion

Moore
Filed 9-21-46

(Exhibit G)

Born in Grant co
1846 by Mary Gullion
Rec. & Filed c/k

Sarah Gullion

To } Title bond

James Moore

(Exhibit D)

proven in Court acto of
1848 by the oath of
J. C. Gates
Att
Rich'd F. Gutter Clk

Sarah Gullion's
Bond for title
to James Moore

I have this day sold to James More of the County of Gallatin State of Ky all my right, title, Interest & claim in & one hundred acres of Land Lying and Being in Gallatin County and State of Kentucky on the south side of the Big Kentucky River which is a tract my husband James Gullion Bought of James Pinnitt for which said More has in hand paid me Seventy five dollars the receipt whereof is hereby acknowledged I bind myself to make a Deed to said More for said tract whenever he requires it in testimony whereof I have hereunto set my name and affixed my seal this 9th day of January in the year of our Lord 1836

her
Sarah Gullion (Seal)
mark

Attest

Jno. C. Bates

George C. Gullion

Henry Gillion

Jno E. Fitzhugh

James Moore

(Exhibit F)
proven in Court
this 5. 1848 by
the Witness Jno W. Peters
Rich. P. Gillison

Sarah Gillison
Bond

In the Circuit Court within and for said County and State aforesaid
June 7th 27th 1848

Henry J. Gillison

I as administratrix for Henry Gullion
my Son have sold James Moss his
undivided Intrest in the tract of
Land where where said Moss now
Lives for which said Moss has this
day paid me forty five dollars in
hand the receipt thereof is hereby acknow-
ledged this Land lies on Henry County
on the west Bank of Ky river in Fred-
erick Harrison survey I Sarah Gullion
as administratrix for Henry do bind
myself to make said Moss a deed
when called on the above named intrest
in the above named tract of Land in
testamony whereof I have hereunto
subscribed my name and affixed my seal
March 22nd 1837

Sarah Gullion
her
mark

Henry acknowledges the above to be his own voluntary
act test
Theodore W. Bates

Henry his
mark Gullion

James Gullion

To } Title bond

James Moore

(Exhibit B)
proved in Court by
the oath of C. T.
Clutton Oct. 5th
1848
M. Reed Clk Pettis Co

James Gullion
Landed } Pl'ff
Lewis

Know all men by these presents that I James Gullion of the County of Gallatin & state of Kentucky have this day sold unto James Moore of the county & state of Lone said all of my interest of the farm that lies on the bank of the big Kentucky River where the said Moore now lives for which I the said Gullion doth bind my self my heirs or assigns to make the said Moore or his heirs or assigns a quit claim deed to the lot of ground he now occupies and I the said James Gullion doth bind my self to defend against any person claiming in the same or any claims and I the said James Gullion doth bind my self to make the deed that is now in my hands when called on by the said Moore or his heirs or assigns given under my hands & seals this 9 day of January 1855

James Gullion (Seal)

Test

Thos. M. English

Geo W Gullion

To Title bond

James Moore

(Exhibit A.)

proved in Court by the oath of J. C. Oates Oct. 8th 1848

Att Rich T Burton C/R

Geo W Gullion Bond for title to James Moore

I have this day sold to Jesse Moore
an undivided interest to hereafter part
of a tract of one hundred acres of land
lying on the Kentucky River adjoining
land belonging to my father. Bought of James
Prewitt. For forty four dollars which
sum Jesse Moore has executed his
bond to pay the same and I do make a deed to him
time after the payment of the Consideration
money given under my hand and seal
this 15th nov 1836 George Gordon
attest
Jesse Bates

G. P. Gullins
Adm & Jer bill
Sarah Dennis

~~#67.75~~
97 25

J.P. Gullion	Admr. James Dennis Decd.	
1877	To Clk Warrant & Docket	50
Dec 10	To Order & Admr Bond	.75
1878	" " & Copy appg appraisers	.50
March	" " to Amend Inv't & Appraisement	.25
	" " " " Sale bill	.25
	" Recording Sale bill	1.25
	" " Inv't & Appraisement	1.25
Apl 5	" Copy Mortgage	.75
	" " Sale bill	.75
	" " Decd Dennis to Doan	1.00
	" " " Chadwell " Dennis	1.00
	Recpayment	$7.75

R. T. Harrison Clk

Carrollton, Ky., November 28 1881

Mr. J. H. Davis

Pr. To Gullion & Vallandingham,

PUBLISHERS AND PROPRIETORS OF THE

CARROLLTON DEMOCRAT.

1878		
1879	"Democrat" from 21st Aug 78 to 21st Aug 79	2 00
1880	"Democrat" from 21st Aug 1879 to 21 Aug 80	1 50
Mar 27	To 50 horse & Jack bills (Combined)	3 00
Sept 5	" Stray notice "	3 00
	" "Democrat" from 21 Aug 80 to 21 Aug 1881	1 50
	" "Democrat" from 21 Aug 81 to 21 Aug 82	1 50
		$12 50

E. A. Gullion says that he is a member of the firm of Gullion & Vallandingham and that the above claim of $12 50/100 against Jas. H. Davis is just and he owes to his knowledge nothing has been paid. and that there is no offset or discount against the same or any among them.

E. A. Gullion

Sworn to before me by E. A. Gullion this day of 1881

W. O. Gullion Clk

J. E. Geier. says that he has examined the accounts in favor of Gullion Wallaningham agst James D. Va[illegible] for $12 50/100 in Qmt. compt. and reasonable and that more to his knowledge or belief is due said

J. E. Geier

Sworn to before me this 29 day of Dec 1850

W. D. Lucken Cl[illegible]

Gullion Wallaningham
Claim

The answer of Rachel Jane Gallion, Wesley Gallion, Sarah Gallion, Mary Gallion and Eliza Gallion infant heirs of Jas Gallion Jr dec'd by their guardian ad litem to an original & amd bill filed against them in the Carroll Circuit Court by James Moore's Heirs -

These Resptds saving &c say that they are infants of tender years and know nothing personally of the various matters alleged in said bills of Complainant. They place themselves upon the protection of the Court and pray that their rights may be properly guarded. & now having fully answered pray to be dismissed &c

William Williams of Carrollton States that he is a fisherman by occupation and that he has been acquainted with David Spencer and his wife Deborah Spencer since their marriage. He States that David Spencer is a man of high and irritable temper. He says he has been about the house a good deal and he noticed that whenever this affiant was at the house in the absence of Spencer and Spencer returned and found affiant, instead of saying any thing unkind to affiant he would curse his wife and insinuate that she was unchaste and had been indulging in illicit intercourse with this affiant. Mrs Spencer seemed to be very miserable and to suffer in mind very much because of this conduct of her husband, and she requested this affiant not to exhibit any mark of particular friendship towards her because it only irritated her husband so much the more. This affiant makes solemn oath that so far as he knows, the said Deborah is a chaste woman, and has conducted herself properly as a wife. She never committed adultery to the knowledge of this affiant. David Spencer is a man of small [illegible] horses, some sheep, farming utensils, household furniture, 3 Beds, cooking utensils and some personal property and he [illegible] affiant believes he has a small farm [illegible]

his
William X Williams
mark

Carroll County Set.

This day Personally appeared before the undersigned a justice of the Peace in & for sd County William Williams and made oath that the satements contained in the within affidavit are true Given under my hand this 4th day of Oct 1848

Lyman Martin J P C C

This indenture made and entered into this fourteenth day of March A D 1836 between Thomas Ford for himself and as agent and attorney in fact for Eldridge Ford William Ford Stokeley D Rowan and Lucretia Rowan formerly Lucretia Ford heirs at law of William Ford Dec'd all of the State of Tennessee and James W English of the County of Gallatin & State of Kentucky of the other part Witnesseth that said Ford for and in consideration of the sum of eight hundred dollars a part in hand paid and a note executed for the ballance has and by these presents doth sell convey and relinquish all the right title claim and interest that said Eldridge Ford & aforesaid heirs & aforesaid have in and to a certain tract or parcel of land lying in the County of Gallatin and State of Kentucky and bounded as follows (viz)

Beginning at a sycamore & box elder on the river bank about half a mile above the mouth of mill creek and running S 18 West 310 poles croping a branch to two ashes and buckeye on the side of a ridge thence N. 72° West 310 poles croping a branch to two beeches standing on a branch of Mill creek thence N. 18 East 310 poles croping mill creek to three beeches on the bank of the river thence up the river posing the mouth of Mill creek to the beginning, supposed to contain six hundred acres patented to Mordecai Ford in the same more or less and subject to a deduction of the location interest which is not intended to be conveyed by this deed - To have and to hold the above described tract of land with the exception of the location interest aforesaid to the said James W English his heirs & assigns forever with all and singular the hereditaments and appurtenances thereto belonging & the said Thomas Ford for myself and as

attorney aforesaid do forever warrant and defend from us and from the lawful claims of our heirs and assigns and from all persons claiming under us. I said Hord as attorney aforesaid binds myself and the aforesaid heirs of William Hord that the minor heirs of Maurice Hord shall convey any interest they may have to the land aforesaid when they attain the age of twenty one years

In testimony whereof I have hereunto set my hand and seal the day and year above written

Thomas Hord (Seal)
for himself and as agent
and attorney in fact for
the heirs of William Hord dec.

I Richard F. Fuller clerk of the county court of Fayette county in the State of Kentucky do certify that this deed from Hord to James W. English was on this day acknowledged before me in my office by Thomas Hord to be his act and deed and to be the act and deed of the heirs of William Hord dec. by their attorney in fact the said Thomas Hord

Which deed with this certificate is duly recorded in my office as witness my hand as clerk afo. this fourteenth day of March A.D. eighteen hundred and thirty six

Richd F. Fuller

Moors Heirs
vs
Gullions Heirs } In chancery

To Richd S. Butler and Richd M. Masterson for two days services each as Commissioners to divide the land in Controversy - at $3. per day each making $ 6.00

Moores Hines

vs Z Rich for
Lile Papers

Gulbrons Heirs

1861

Moores Heirs
vs
Gullions Heirs

Carroll Ct. Court

The attorney for Jas W. English in this case will please obtain order of court to withdrawn the following papers to wit: Copy of patent grant to Mordica Ward, Deed of Th: Ward atto &c to James M. English, deed of Rachael Jackson & Reson Jackson to Jas. W. English and deed of Joel Stewart and Eliziabeth Stewart to Jas. W. English

N. Green for himself & other heirs of Jas. M. English

Oct. 16. 1861

Mr. Windsor please attend to this motion. R. G.

Record. foregoing papers N. Green

78. 4

40
3120
4
3)12480
4161
2/6 of 2/3

12480
3)24960
3)8320
2773 2/3

832 2/3
2/6 of
6)41600
3)6933 1/3
2311
2773
4)5084
40)1271(31A
120
71
40
31
40

Carroll Circuit Court April term 1850
Moore heirs Complt

vs

Allison heirs &c Defts

This day came the parties by their Counsel and on motion
Ordered that Rich'd F. Butler, Rich'd N. Masterson and
Shelton F. Dean be and they are hereby appointed to value
the Real and personal Estate of the infant Defendants
herein and that they Report &c

A. Copy Att

Rich'd F. Butler Clk

Mr Rezin Jackson & Rachel his wife

Take notice that on Saturday the 8th day of
Sept next at the Law office of W B Winslow in Carrollton
I shall proceed to take the deposition of Ben Gulion &
others to be used as evidence on the part of the Complts
in a certain suit pending in the Carroll
Circuit Court wherein Thomas Moore &c are Complts and
yourselves & others are defts.

Aug 24. 1849.

J W Bates Gnd
& next friend

Elizabeth Moore
Hayden Moore
& Henry Moore
infants by D W Bates
their next friend & statutory Guardian

vs.

James Gullion
George W Gullion
John Moore & Eliza his wife
Henry Gullion
Polly Gullion
Rezin Jackson & Rachel his wife
Sarah Gullion
James W English.

Upon proof to Carroll
Winslow Esq.

Hilary Moore et al vs [illegible]
[illegible]
[illegible]
[illegible]
[illegible] 626

1857.	Wm Cox.	To Henry Moore Dr.	
June 19.	To 1 Pair of Burkins Pr. Miss Ortral		1.25
1858 Feb 19.	" 1 Pair of boots for Son		3.75
Mar 30.	" 1 Pair of heeled boots for wife		2.00
Apl 21	" 1 Pair heeled boots for daughter		1.60
May 6	" 1 " booties for wife		1.20
July 10	" 1 Straw hat		.75
Oct 28	" 1 Pr booties for wife		1.50
Nov 10	" 1 " booties for Kate		1.75
Dec 25	" 1 " boots for Son		4.25
1859 Mar 1.	" 1 " booties for daughter		1.45
	Cr 1860 Apl 14. By Cash paid Wm Cox		$19.50
			15.00
Carroll County	Bal due		$4.50

L. A. Moore Executrix of Henry Moore dec'd states that the foregoing claim against Wm Cox is just and has been to her knowledge and belief unpaid and that there is no just offset or account against the same or any part thereof.

L. A. Moore

Sworn to before me L. A. Moore this 26 July 1862

Rich'd T. Butler Master Cond. Clk

W. B. Winslow states that he presented the foregoing account to Wm Cox for payment on or about the 14. April 1860 who admitted the justice thereof. Said [illegible]

W. B. Winslow

Sworn to before me by W. B. Winslow this 26 July 1862

Rich'd T. Butler Master Cond. Clk

The Commonwealth of Kentucky To the Sheriff of Carroll County You are commanded to summon Michael Gillum & Wesley Dean To appear in & before the Carroll ~~County~~ Circuit Court at the Court house in Carrollton on Saturday May 3. 1856 ~~on the first day of its next following~~ to pay the principal & interest of the note ~~Term to wit~~ given by them in the suit in said Court of Moores Heirs agst Gullions Heirs

And this is in no wise to be omitted and have then there this writ Given under my hand as Clerk of Said Court this 1st day of May 1856

H Cruttenden

Moses Hes.

vs. } In Chy.

Gallions Hes &c.

This Cause Coming on to be heard upon the Petition of the infants by their Guardian for the sale of their interest in the tract of land mentioned in the bill Petition & Surveyors report filed in this Cause and also upon the report of the Commissioners valuing the land, and the Court being now sufficiently advised is of opinion ~~that it~~ after the most mature & solemn consideration as well of the present situation & necessities as they future prospect & advancements in life of ~~such~~ the infants ~~or about~~ that a sale of the said land will be doing to their advantage. It is therefore now ordered and decreed that the master in ~~Chancery sell at the Courthouse in the town of~~ Carrollton on some Court day after giving at least 10 days notice by advertisements at three public places in the County of Carroll of the time place & terms of sale, to expose to sale at public auction the interest of the diffts in the tract of land mentioned to wit the fee simple title clear from all incumbrance in $43\frac{1}{3}$ acres of said tract - the fee simple title in $21\frac{2}{3}$ acres more of said land subject to the life estate of Mrs Rachel Jackson - and the present use of 3 acres more of said ~~land during the life of Mr Saml Gallion widow~~ of James Gallion dec'd

The sale to be on a credit of twelve & eighteen months the purchaser to give bonds with good security to be approved by the master & the purchaser money to bear int from the time of the sale. The master however will not make the sale unless the land shall bring a sum of money equal to $503.56 The valuation made by the Commissioners

the Master will report his proceedings under this decree to the next term of this Court.

It is further decreed that the Master will not make the sale, as above directed, until the guardian shall execute bond to his infant Ward in the penalty of $2000 with security to be approved by the court and with condition according to Law.

Moses H.
vs
Beere
Gallions & Ex.

Know all men by these presents that we Theodore W. Bates and Wm B Winslow are held and firmly bound unto the Commonwealth of Kentucky for the use and benefit of Elizabeth & Henry Moore infants &c in the just & full sum of two thousand dollars to the payment whereof to said Commonwealth well & truly to be made we bind ourselves our heirs &c jointly severally & firmly by these presents Signed Sealed & dated this 15th March 1851

The condition of the above bond is such that whereas said Bates as Guardian of said infants has filed his petition in the Carroll Circuit Court in the suit wherein Moores Heirs are Complts and Gullions Heirs are Defts praying the sale of the interest of said infants in a certain tract of land belonging to them and for a more particular description reference is made to said Petition and to the papers filed in said suit Now if said Bates shall faithfully discharge ~~unto~~ all the duties imposed on him by the act of the General Assembly approved Feby 3. 1813 vesting jurisdiction in the Circuit Courts to authorize a sale of the real estate of infants in certain cases or by any order or decree of the said Court in pursuance thereof then the above obligation to be void else to remain in full force & virtue

T. T. Bates (Seal)
W. B. Winslow (Seal)

Executed & acknowledged & filed in Cir. Court and approved thereby March 15. 1851
H. Crittenden Clerk

Moores Heirs

Bond -
J. N. Bales
Guardian
On Petition
Sale land

Gullions Heirs

Executor filed
in Court
Mch 15. 1851
Heretofore due Dec -

Moore H.s F. Gallion H.s

James W. English answering those allegations of the Bill to which his 2d answer [illegible] to be sufficiently responsive says. That the tract in question interfered with the survey of Mordecai Hord. Hord Hire said Moore ~~[illegible]~~ in the Federal Court. a ~~compromise~~ was made and a consent order was entered fixing upon the mode of ascertaining the patent boundary. Moore then went upon the land with this Respdt: who was the vendee of Hord Hire, rec of the interference which was about 40 acres and surrendered it up to him. Respdt: has held it to this day. He cannot shew the line ~~of~~ agreed upon between himself & Moore except by a survey ~~[illegible]~~ The line fixed upon was attempted to be made in pursuance of the stipulations of the consent order afd. Respdt: will ~~produce & exhibit~~ a copy of the record of the cause above referred to or so much as may be necessary to make a surveyor to ~~find~~ trace or establish the line afd: if required by the Court so to do. As to the remainder of the tract say 60 acres James Moore continued in possession of it till his death. it then fell into the possession of his widow & afterwards Respdt: purchased the

entire interest of the said Widow in said Land as he has before stated - She married again and moved away ~~to~~ Respdt: then took possession of a part of the tract - about as much as he supposed himself entitled to under his bro Jackson & wife & holds it to this day -

~~He will endeavor to explain the extent of his~~ said possession - There were upon the tract two distinct places or clearings ~~of~~ Respdt: took possession of that place which was nearest to his formerly in the bottom & upon the hill side - the other place, which was upon the top of the hill, Respdt: ~~[illegible] claim to~~ never had possession of - ~~His possession in Respdt. [illegible]~~

He was placed in possession by Jackson & retains that portion of the tract ~~lying~~ situate in the bottom and upon the hill side - so far up as he is now cultivating in corn with a little piece of woodland adjoining which he has deadened - He estimated that this would be about the quantity he would be entitled to under his said purchase -

It is out of his power to give a more accurate description of the extent of his possession without a survey - He claims no possession nor has he exercised any possessory right over any other portion of the 60 acres than that which he has endeavored to describe.

James Moore Lewis

Will Report

James Gullion Lewis

July Term 1851

Filed in Court
July 29. 1851
Helen M. Dunlap Clerk

Confirmed July 30. 1851
Helen M. Dunlap Clerk

To the Clerk of the Carroll Circuit Court

In obedience to a decree of said Court in the suit in Chancery pending therein of James Moores heirs &c. James Pettions heirs &c. the undersigned Master in Chancery of said Court after having advertised the time terms and place of sale as required by said Decree did on the 5th day of May 1851 & being County Court day offer for sale at public auction to the highest bidder on credit of twelve & eighteen months the interest of said Moores heirs in a tract of land situate on the Ky River and particularly specified in said Decree when Michael Fitzer became the purchaser thereof he being the highest and best bidder for the same for the sum of $100.00 which sale I attest to the minors gave his two several promissary Notes for $450 each, dated on the 5th of May 1851 and falling due in 12 & 18 months thereafter and bearing legal interest from date with Wesley Dean security which Notes are herewith returned as part of this Report — all of which is respectfully submitted

Richd S. Butler M. C.

Boards thus the land in question in the deed afterwards executed by them and forthwith took possession of the land and has held it in possession ever since including the price so gained in the aforesaid.

He will in due time file his bill & papers marked severally No 1, 2

7th. — This Respt. is willing that a division of said land shall be had the prays that so much as he is entitled to under the Deed of Jackson and wife whether in fee simple or on Dower estate be set apart to him & that he be decreed the possession of the same. He resists any decree against him for back rents or for any thing else as he supposes he is not liable

J. C. Hara & S. S. English } for Defts

Answer Filed

Filed to Day of Mr English

S. S. Hall 1848

Filed in Clerk's Office

Filed in Court 5th day of Feb. 1848

R. Mullen C

Filed 4 of S.S. & P.D.

The amended answer of James W. English to a Bill and amendment in Chancery filed against him and others in the Carroll Circuit Court by Elizabeth Moore Haydon Moore & others He having heretofore answered said Bill —

This Respondent saving & of or from answer says that he admits that James Gullion may have had the deed of Permit for the said tract of land but he denies that at the time of his death he resided on said land but he admits that he had the possession thereof by his tenants at the period of his death. He supposes that at his death the land descended to his children who he supposes are properly set forth in said Bill. — This Respondent has no personal knowledge of the various purchases alleged in said Bill to have been made by James Moore so far as he may be affected thereby requires proof — He admits that James Moore departed this life & that his widow & Heirs as stated by Complt. & that the widow intermarried with Regin Jackson + This Resp.t denies that at the death of James Moore he was in the possession of said ~~Hundred~~ tract of land — He was in possession of part only — How much this Resp.t does not know — perhaps about 60 acres more or less —

+ He also admits the death of Eliza Moore daughter of James Moore as charged by Complt.

She supposes that his widow & family remained in possession after his death — So far as this Respondent succeeded to the possession of the family of James Moore he will now state —

He purchased over about the day of from Rachel Jackson the Daughter of James Gullion the elder & the widow of James Moore all her interest which she then held or should thereafter acquire by devise, in the said tract of land so held & owned by her ancestor the said James Gullion the elder and subsequently he acquired on the 20th day of October 1845 a deed of conveyance from the said Rachel and her husband the said Regin which deed has been duly recorded for the said interest of the said Rachel that she held and which she should thereafter acquire including not only the portion descended to her from her father but also her dower interest which she would have the right to claim in said land and including also any and all other right and interest which she the Rachel or her husband the said Reason have or ever shall attain and acquire by inheritance devise or otherwise in and to the whole of said one hundred acres of land

~~The Respondent further states that~~

Howard. thus the land in question was
the deed afterwards executed by him
and forthwith took possession of the
land and has held it in possession
ever since including the price
so gained in the aforesaid suit.

He will in due time file his bill &
papers marked Deveraly No 1, 2

6. — This Respondent is willing
that a division of said land shall be
had & he prays that so much as he
is entitled to under the Deed of Jackson
and wife whether in fee simple or
or Dower estate be set apart to him & that
he be secured the possession of the same.
He resists any decree against him for back
rents or for any thing else as he supposes
he is not liable

J. T. Warren &
S. S. English } for Defdt

Answer Ans

Filed in Court 5th of
Feb. 1848
R. Miller

Filed 5 S. S. 5 p. 2

Moore heirs
agt Z Dennis
Gallions heirs &c
Oct Term 1849

Dft ⅓ 449

B No 2. p 497

Suit Brought Sept 21.
1846.

12 ss
25002
74.08

Enrolled in Atto

Moore Ads

vs

Wm English Ob. } Decree.

By a survey made in this case, it appears that Moore in his lifetime ~~was~~ gave up the possession of 14 acres 3 R. & 17 P. of the tract of land in controversy, to English who was claiming under Rands patent — and there is left of the tract of land 78 acres 34 poles to be divided between the complts & English —

The land originally belonged to Gullion who died leaving a widow & six children — that James Moore the father of the complts purchased the interest of ~~James~~ James, George, Mary — & Polly Gullion & also Mrs Gullions dower right — and the life estate of James Moore who married Eliza Gullion ~~[illegible]~~

English purchased the interest of Rachel Moore, one of the Rs of Gullion dec^d and also her dower interest in the interests purchased by James Moore ~~which the husband of said Rachel~~ of Sarah Gullion, the widow of Gullion deceased and the said James, George Mary & Polly Gullion & the life estate of John Moore —

~~The Surveyor of the~~

It is now ordered & decreed that the Surveyor of the county & master in Ch go upon the land & lay off & allott to the Deft Jas English 2/6 of 2/3 — and 1/3 of 5/6 of 2/3 of the said tract of 78 acres and 14 poles — and the remainder thereof to the complts — said land to be allotted according to value & quantity

It is further ordered & decreed that said Surveyor & master ascertain whether English has had any more of the land in his possession

than his proportion thereof - & if so - to ascertain the value of the rents since the institution of this suit (21 Sept 1846) of whatever portion of said land which he has had in possession exceeding his portion & to report the value of the rents thereof - & the proportion thereof which would belong to the complts - according to their interest in the land as above shewn - The rents to be estimated according to the conduct of the land when it came to the possession of English

It is further adjudged & decreed that Sarah Gillion - Mary Gillion, Polly Gillion John Moore - Jane Gillions Hrs - as named in the Bill - & George Gillions Hrs - as named in the Bill - do on or before the first day of the next term of this court convey the interest in said land, as specified in their several bills Bonds held herein by deed in accordance with said Bonds

It is further adjudged that the said ~~Complts and the complts pay their own cos~~ Defts who are hereby adjudged to convey, pay to the complts - their costs expended in ~~this suit~~ prosecuting this suit aft - thereto - that ~~in the said Defts to pay jointly the costs~~ common to all - & severally so far as the costs has ~~been~~ been severally ~~severally~~ accrued -

The ~~Defs~~ Complts & Englishs will pay ~~their~~ each one half the costs expended in the controversy between them

[illegible]

Carroll Circuit Court.

Thomas Hagan states that on the 26 day of Sept 1860 at the instance request and for the accommodation of Wm Cox. Jr he became endorser on a bill of exchange drawn by W. D. Alexander and accepted by said Cox payable four months thereafter to the order of this affiant and endorsed by him to J. A. Crawford Cashier of the Southern Bank of Kentucky at Carrollton and discounted by said bank for the sum of $1000 on which bill suit was instituted by said Bank and Crawford and judgment recovered against said Cox Alexander and this affiant for $1000 with interest thereon from 29 day 1861 and costs paid and satisfied, all which will more fully and at large appear by reference to said original bill of exchange and the judgment and proceedings thereon still remaining in said Court which are made part hereof. He states that he is surety of said Cox and is liable and will be compelled to pay the said debt interest and costs. That said Alexander is insolvent and that he without indemnity, has or has cause as aforesaid and that this affiant has a just claim against said Cox to compel him to indemnify him and pay said debt. He states that said demand is just and has never to his knowledge or belief been paid except the sum of $340. Feb 12. 1862 paid by the assignee of said Cox on the

[illegible] 1773

2

September 1773

[illegible]

with Enclosure

Answered

[illegible] in Court 2nd

[illegible] 45

Heullunden D.C

Article of an agreement maid and entered into between James M English of Gallatin County and State of Kentucky of the first part and James Moore, John Moore Betsy Burgess all of the County and State aforesaid of the second part, this day compromised a lawsuit Eldridge Hord Others vs those parties the compromise is as follows to wit We both parties agree to begin at the Sycamore on the Bank of the Kentucky River a half mile above the mouth of Mill Creek and then run a strait line from the corner mentioned to the back line of Hord Survey, the line is to be run South twenty Seven degrees West. the Cost on the law suit is to be paid by both parties equal lawyers fees excepted, each man pays his own lawyers fees Nov. 4th. 1835

Test
Thos M English
Robert Poindexter

James M English
James Moore
John Moore
Patsy Burgess
By Signed by
Ja Moore

I Certify that the above agreement is truly copied from an agreement filed in the Dist of Documents Hord &c
a/ v Jackson, Moore &c

Jno Shannon
Clk CD

Moore Heirs
vs } Surveyor's Report
Gullions Heirs

Moores Hs
agt. } In Chancery
Gullions Hs &c

To the Hon Judge of the Carroll Circuit Court in Chancery sitting. In obedience to the order of this Hon Court in the above cause & being called on by the Complt the undersigned proceeded on the 13th June to survey the land in controversy - Commencing at the second corner called for in the deed from Dennett to Gullion as hickory. cherry & Black oak. I did not find the trees standing but was shown two stumps by J.W. Bates. Wm Waller & others who represented them to be the stumps of the corner trees - one was evidently an oak stump, the other so far decayed that I could not determine what sort of tree it had been I run thence the line described in the deed as S 36° W. 198 poles reversing the course called for, and strick the Kentucky river at a point some little distance below where a line run from the mouth of Mill Creek a half a mile up the Kentucky would terminate - and found that by varying the course one. i.e running from the stump. N 35 E would strike the Kentucky river at the point 1/2 mile above the mouth of Mill Creek. marked trees were also found along this last course. & inasmuch as I found all the lines to vary in about the same proportion I was of opinion that running N 35° E. was the true line I then measured the base along the river commencing at the lower corner and running up the river 79 poles to a point shown by Wm Waller & John Moore as the place where the dividing line between English & James Moore stood in the lifetime of the latter, thence I run S 36° W and found marke trees along the line where the timber was standing by varying the course to S 35° W. and also found

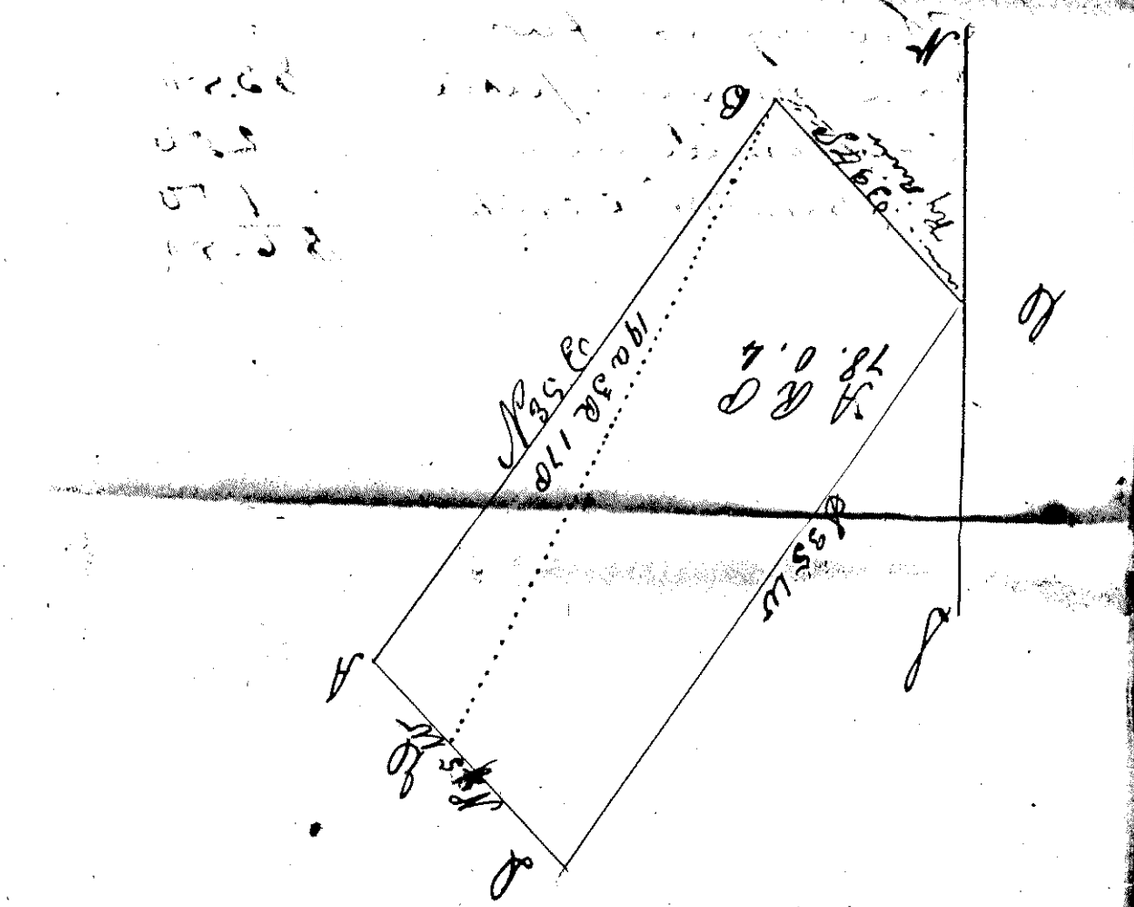
at the termination of sd marks line an ash & white oak marked as a corner also by varying the course of the back line to N 45 E W I found that the survey would close I also measured the distance from the upper ~~corner~~ edge of Mill Creek 1/2 up the the Kentucky River & found it terminate about where the the lower line of the above tract struck the river. I also commenced at a point on Hound back line shown to me by persons present as the point agreed upon in a compromise between Moore in his lifetime and English & run to the Kentucky river and struck the same point before indicated as the lower corner of Moore on the river by running N. 27. E and also found marked trees along the line where the timber was standing.

Field notes & plate of the above tract of land Beginning at an oak stump marked on the plat as A & running N 35 E. 198 to a Maple tree on the bank of the Kentucky River 1/2 mile above the Mouth of Mill Creek thence up the river S 45 E 78 poles to two small maples thence S 35 W. 198 poles to an ash & white oak. thence N 45 W 78 poles to the Beginning Containing 97 acres & 3 quarters

The dotted line on the plat is the compromise line mentioned above the A which from the Ky river is S 35 W

R. W. Masterson

The amount of bottom in said tract, is 43 acres leaving 35 acres 4 poles the amount of Hill land. The amount that ~~[illegible]~~ heir is entitled to is 43 1/2 clear of incumbrance and 21 1/4 incumbered by dower lessening its value by one half making it equal to 12 1/2 absolutely. The amount of bottom land belonging to said heirs is 30 1/2 acres which at twenty dollars per acre, the value fixed by the Comrs makes $610 & the amount of hill land is 25 acres which at eight dollars (valued as afd) per acre is $200



Moores Heirs
Vs } In Chancery
Gillions Heirs

To the Hon'ble the Judge of the Carroll Circuit Court in chancery sitting - Your Comrs appointed for the purpose of valuing the estate of James Moore decd. would report that the only property shown them as belonging to said estate was a tract of land in this County on the Kentucky river now in the possession of J.W. English part of said tract bottom land & part hill land, & would fix the value of the bottom land at twenty dollars per acre - and the value of the hill land at eight dollars per acre - by bottom land they mean from the Ky river to the base of the hill - the proportion of hill & bottom to be as intended by us estimate the part encumbered by dower, to be worth half as much as if unencumbered -

Richd P. Butler
Chatton J. Dean
Rich. W. Masterson

Moores Heirs

vs Comrs. Report

Dividing land

Gilliams Heirs

Filed in Court
and Confirmed
March 15. 1851
Helen Underwood Clerk

Moore's Heirs
vs } In Chancery
Gullion's Heirs

To the Hon'ble the Judge of the Carroll Circuit Court in Chancery

Sitting - The undersigned Commissioners appointed by this Hon'ble Court to divide the land in controversy & take an account of the rents &c. would respectfully submit the following as their report

They met upon the land for the purposes mentioned but by agreement of the parties did not take any evidence touching the rent, it being left to us upon the statement of the parties to fix the amount due we are of opinion considering the situation of the land at the time that it came to the possession of English & its present improved condition that the repairs & improvements are equal the value of the rent. it was also agreed, inasmuch as there was a petition filed for the sale of the land & Com'rs appointed to value it, that it was not necessary to divide it. They therefore proceeded with the other Com'rs appointed by this Court to value said land & refer to the accompanying for the purpose of showing its valuation

Rich. P. Butler
R.W. Matthews

Mones Ats

vs. } Decree

Gullions Ats

Filed May 3. 1856

Entered Book 5 page 352.

9.
2.15/20.00
7.85

2.00
1.5

Moses Mes. Campbell
agst.
Gullions Hs. Defts. } In Chancery.

It appearing that the rule awarded herein agst M Gillum & Wesley Dean for failing to pay the purchase money for the land sold under the decree in this Case has been duly served and that the sum of $450. with Int thereon at the rate of ten per Cent per annum from 5th May 1851. remains unpaid, It is now ordered and decreed that the tract of land heretofore sold herein and purchased by the said M Gillum be sold at public auction for cash in hand at the Courthouse in the town of Carrollton on some Court day to be fixed by the Commissioner giving at least 10 days notice by advertisements at three public places in the County of Carroll of the time place and terms of sale. R. P. Dutton the master will execute this order, and will sell so much of the land as is necessary to pay the said sum of $450. with Int thereon at the rate of ten Cent per annum from 5th May 1851. till paid and the Costs expended upon the rule herein and also the Costs and expenses of sale including the sum of $10— to the master for making this sale— and the master will pay over the money raised by the sale to J W Bates the Guardian & report to the next term—

Mrs James W English Rizin Jackson & Rachel his
& R P Butler guardian ad litem for Rachel Jane
Wesley, Sarah, Mary & Eliza Gullion infant heirs
of James Gullion dec

Take notice that on Saturday the 22d
Sept Inst at the Law office of W B Winslow in
Carrollton I shall proceed to take the depositions
of Bar Gullion & others to be read as evidence on
the part of the Complts in a certain Suit in Chancery
now pending in the Carroll Circuit Court in which
Moses Hs are Complts & yourselves & others are
defts

Sept 10 1849

Y W Bates Gnrdn
Inest friend

The deposition of ~~[illegible]~~ Rachel Jackson taken at the Law office of W B Winslow in Carrollton on Saturday the 22d day of Sept 1849 to be read as evidence on the part of the Complts in a certain suit in Chancery now pending and undetermined in the Carroll Circuit Court in which James Moores Hs are Complts and James W English & others are defts pursuant to the notice hereto attached.

Deponent being of lawful age and first duly sworn deposes and says

Question by Complts. ~~Were you acquainted~~ Are you acquainted or were you ever acquainted with the upper corner of Howards survey of 600 acres on the Kentucky River. If so please describe it as it was recognized when you were first acquainted with it and state how long ago that has been?

Some twenty one years ago my brother Reason Jackson occupied the farm ~~and~~ on the land of Howard at that time there was a box elder said by my brother Reason Jackson to be the upper corner of Howards survey and that was generall understood in the neighbourhood to be the upper corner this box elder stood at the lower edge of a cink in the bank something in the shape of a horseshoe and near the boxelder a sycamore log was lying which was said to be one of the corner trees called for in the survey at that time the fence on the upper line of Howes land run to the river corresponding to that corner at that time the land on the farm now claimed by James Moores heirs was not cleared immediately upon the river

down to Hoard's fence but it was clear ou
little back from the river and ocupied down
the fence spoken of
Question by Same, ~~Did~~ you ever present when a
line from the mouth of Mill Creek to Hoard,
upon Corner was run & measured by a Surve
if So. by what Surveyor & how did the dista
correspond with this ~~[illegible]~~ Corner you
spoken of? ~~I cannot say~~
Question by Same, Are there any other objects by whic
you can identify the location of the Corner y
have spoken of? there was a walnut
stump standing on Morestreet a lit
above the Corner that was said to be
Line, there was a branch that put in ~~to th~~
on the opposite side of the river, cannot
whether above or below the corner
and further deponent saith not.
Vachel his mark Jackso

Also the deposition of Ben Gullion taken
at the same time & place & for the purpose
stated in the Caption, deponent being of law
age & first duly sworn deposes & says -
Question by Complt. Were you present when
the ~~orde~~ Surveyor Masterson run off the land
in Controversy under the order of Survey in this c
Answer, I was during part of the time.
Question by Same, Please state what you kno
about the boundary of the tract of land clai
by Morris & in this Suit and whether or not
you showed Masterson any of the Corners of sa
tract at the time he run it off.
Answer, Some year or two before Dermi
sold the land he showed me the Corners

sold the land he showed me the

and boundary of the land at the lower corner on the river there was a bopeller and a sickamore was said to be the corner trees and there was a walnut tree standing a little above on Dermits land which Dermit cut down. I have also seen a marked line running from this corner to the back corner There was sink in the bank near where the trees stood as discribed by Rachel Jackson. this same corner was shown to Masterson as the lower corner on the river at the time he run off the land the back as run by Masterson was the same as shown me by Dermit and the lower back corner as fixed upon by Masterson was as near as I can recollect where Dermit shewed me the corner was though the timber was gone

Question by same, How long did the fence dividing the lands of Hood & Moore continue to stand on the line corresponding with this lower corner of Moore on the river?

Answer, the fence put there by Dermit stood there several years do not know for certain how long and a fence was put there by Moore that stood some years can not tell how long

Question by same, During the time that you speak of that the fence run to this ~~corner did~~ corner did you occupy either or both of the tracts of land in dispute?

I first occupied the Hood place about four years, then moved out into Henry County and after moved back on another part of the same tract of land, then I move onto a part of Moores land and tended the lower corner of the Moore tract on the river

Question by Same. Do you Know where the upper Corner of Hoard as now claimed by English is (where the Stone is planted) Please State how far this Stone is above where the ~~back~~ box elder Corner Stood -

Answer, I think between 60 or 70 yards or perhaps more

and further deponent saith not

Also the deposition of Jefe Jackson taken at the same time and place and for the purpose stated in the Caption, Deponent being first duly sworn deposes & says

Question by Complt. Please state if you know where the dividing fence between James Moore & J W English stood at the time of Moores death - that is dividing Hoards Survey from the farm owned by Jas Moore ~~- has been removed by English~~ since he got possession of the Moore tract, & how long since?

Answer, the fence has been move away since English took possession and I think two or three years ago

and the deponent saith not.

Jefe his x mark Jackson

Carroll County Sct.

The foregoing depositions of Rachel Jackson, Ben Gullion & Jefe Jackson were this day taken subscribed & sworn to at the time & place as shown in the Caption pursuant to the notice hereto attached

Given under my hand as Justice of the Peace in & for said County this 22d Sept 1849.

Justices fee $1.00 L Martin J.P.C.C

Witnesses attendance 1.50

Sheriffs fees 92

$2.42

Morris Hs

vs } Amd bill
} & Revivor

Gallion's Hs.

Sworn to by Baers
Apl 10. 1849 & filed
by leave
Heathman DC

Winslow P.q.

To the Hon Judge of the Carroll Circuit Court in Chancery sitting Joan Cratos, Elizabeth Moore & Henry Moore, by way of Amendment to their original & amended bill heretofore filed in this Hon Court against James W English & others in the name of Joan Cratos & one Haydon Moore would state that since the filing of their last amendment the said Haydon Moore their Co Complt in the original bill has departed this life an infant intestate & without children & never having been married, leaving Joan Cratos his only heir at law, to whom his interest in the tract of land in Controversy has descended. They make the defendants in their original & previous amended bills defts hereto & pray that they may be required to answer the same & that said suit may stand revived in the name of Joan Cratos as heir of said Haydon & that the relief sought in said original & amd bills may be granted them with such other relief as to Equity belongs &c.

J W Bates, next friend

To the Hon Jno Jno of the Carroll Circuit Court in Chancery now sitting humbly complaining shewith unto your Honor, your Petitioner J W Bates next friend & statutory Guardian to Elizabeth Moore & Henry Moore infants under the age of 21 years by way of amendment to his petition heretofore filed in this Hon Court & on the sale of said infants real estate - that there is another small tract of land lying contiguous or adjoining to the tract set out in his former petition conveyed to James Moore the ancestor of said infants by J W Walker by deed of record in the Clerks office of Gallatin County Court a copy whereof is here filed marked (J. W. W.) & prays leave taken & considered as part hereof - part of this tract was sur= =rendered to English, in the compromise of the suit in the Federal Court as shown by the record of said suit filed in this cause - the residue is still the property of said infants and in the opinion of your Petitioner Bates a sale of said tract in connection with the other will both in its immediate & ultimate consequences greatly redound to the benefit & advantage of said infant heirs, and your Petitioner prays that the same may be sold & the proceeds invested & disposed of for the interest of said infants as this Hon Court may direct in the premises & your Petitioner as in duty &c

J W Bates.

Adams Co.

vs

3 Amended
3 Petition

Gallions Ass. &c

Filed in Court
Nov. 29. 1850
Richd P. Butler Clerk

Clerks office Carroll Circuit Court
The within J. W. Bates this day made oath
before me that the matters and things ~~herein~~
set forth herein are true so far as they purport
to be made on his own knowledge and he
believes them to be true so far as they
purport to be made on the information
of others November 29. 1850
Attest Richd P. Butler Clk Clk

Pleas before the Hon John McLean and Thomas B. Monroe Judges of the Seventh Circuit Court of the United States of America in and for the Kentucky District holden at the Capitol in the town of Frankfort at the May Term of said Court Eighteenhundred and thirtyfive

Be it remembered that heretofore towit, on the 10th day of November in the year 1834 Came John Doe on the demise of Eldridge Hord &c by their attorney into the Clerks office of the Court aforesaid and filed the following Declaration in Ejectment towit,—

United States of America. Circuit Court of U States in and for the 7th Circuit and Kentucky District—

John Doe a citizen of the State of Tennessee complains of Richard Roe a citizen of the State of Kentucky For that towit, That whereas Eldridge Hord, Thomas Hord, William Hord, Stokley D. Rowan, Lucrelia Rowan his wife, late Lucrelia Hord, Nancy Hord, Hord, Malvina Hord and William Hord citizens of the State of Tennessee, on the first day of April in the year 1834 in the State of Kentucky & County of Gallatin had jointly and severally granted, demised and to farmlet to the said John Doe, ten messuages, ten farms and 2000 surrounding acres of land with the appurtenances lying and being in the County and State aforesaid have and to hold the tenements aforesaid with the appurtenances unto the said John Doe and his assigns from the last day of March then last past unto the full end and term of fifty years thence next following and fully to be complete and ended, by virtue of which demise the said John Doe unto the tenements afs. with the appurtenances entered and was of his term possessed, until the said Richard Roe after towit, the second day of

April in the year aforesaid with force and arms into the tenements aforesaid with the appurtenances in and upon the possession of him the said John Doe entered, and said John Doe from his tenements aforesaid, his term aforesaid not being then nor yet ended, ejected, expelled and amoved, and him from his possession aforesaid held out and still doth hold out, and other enormities then and there offered him, against the peace and dignity of the said United States and to the damage of the said Pltff $3000 and therefore he brings suit &c. —

Chinn & Saunders & Depew
For Plaintiff

Messrs Vachel Jackson, Thos. M. English, John Moore, Patsey Burgis William Jackson and James Moore, you may perceive by the foregoing Declaration in Ejectment that I am sued for the premises mentioned they being or some part of them in your possession, and to which I have no title. If therefore you claim any thereto and intend to defend it, you must appear on the Seventh day of the next Term of said Circuit Court of the United States to be held in and for the said Seventh Circuit and Kentucky District in the town of Frankfort and then and there by a rule of said Court cause yourself to be made defendants in my stead. Otherwise I shall suffer Judgment to pass against me by default and you will be turned out of possession

May 23rd 1834 —

Yours &c.
Richard Roe

Executed by delivering a true copy of the within declaration and notice in Ejectment to the within named Vachel Jackson, William Jackson

Thomas McEnglish, James Moore, John Moore and Patsey Burges on the 2nd day of June 1834.

William McCrary Dpty Shff
For Robert Guinea Shff Gallatin Cty

And afterwards towit, at the November term of the Court aforesaid and year 1834.

Came the plaintiff aforesaid by his Attorney and it appearing to the satisfaction of the Court that the tenants in possession have been regularly served with a copy of the plaintiff's Declaration and notice, and they failing to appear and plead to the plaintiffs said action though solemnly called came not but made default

It is therefore ordered that unless they appear here on the first day of the next term of this Court and cause themselves to be made Defendants receive receive a declaration in a pleas of trespass and ejectment, confess the lease entry and ouster therein supposed, and plead thereto or on failure thereof Judgment will be entered against the casual ejector and a writ of Habere facias possessionem will _ awarded the Pltff

It is ordered that the surveyor of County do go on the land in controversy between the parties on the day of next if fair, if not, then on the next fair _ and there and there lay off and survey the same as either party may direct, having due regard to all deeds and other evidence that may be produced, report all matters of fact specially and return one fair platt and certificate thereof into the Clerks office of this court thirty days at least before the day of trial _ and the marshall or one of his deputies is directed to attend the said surveyor to remove force should any be offered —

And afterwards, to wit, at the May Term of the Court afo: and year 1835.

Came the tenants James Moore & John Moore by their Attorney and on his motion they are admitted defendants in the Room of Richard Roe the Casual Ejector, and the said defendants James & John Moore agree to receive a copy of the Plaintiffs Declaration and notice in a [illegible] judgment confess the lease entry and ouster therein supposed, and agree to insist upon the title only at the trial

And it is ordered that if upon the trial of the issue a verdict should be given for the defendants or the Plaintiffs should not prosecute for any other cause that the not confessing the lease entry and ouster therein supposed then the lessors of the Plff shall pay the costs of this prosecution if the plaintiff himself does not pay them —

And the said James Moore for plea says that he is in no wise guilty of the trespass and ejectment in manner and form as the Plaintiffs against him has declared and of this he puts himself upon the Country —

And the Plaintiffs likewise, therefore let a jury come &c.

And the said John Moore for plea says that he is in no wise guilty of the trespass and Ejectment in manner and form as the plaintiffs against him has declared, and of this he puts himself upon the Country —

And the plaintiffs likewise therefore let a jury come &c

And afterwards, to wit, at the November term of the Court aforesaid, and year last aforesaid —

Came the plaintiffs and the defendants James Moore and John Moore in proper person and by

consent of the parties. It is agreed and adjudged that the Plaintiffs recover of the said defendants John & James Moore his term yet to come and unexpired of in and to all the lands in the Declaration mentioned within the paten boundary of Mordecai Nord's 600 acres survey to the following extent and boundary to wit, Beginning at a sycamore on a bank of the bank of the Kentucky river one half mile on a straight line above the mouth of Mill Creek in Gallatin County thence a strait line South twenty seven degrees West to the back line of said Nord, and with said survey northwardly and up the river to the beginning - And the writ of Habere facias possessionem is awarded the Plaintiff

And as to the residue of said survey of Nord by consent of parties Judgment is for said defendants and by consent of both parties the plaintiff is to pay one half and the said defendants to pay the other half of the aggregate costs of the suit except Attorney's fees -

And the said Rachel Jackson, Thomas M English Betsy Burges & William Jackson failing to appear tho' solemnly called - It is therefore considered by the court that the Plff recover of the Deft Richard Roe his term yet to come and unexpired of in and to two thousand acres of land in the County of Gallatin with the appurtenances thereunto belonging. And the writ of Habere facias possessionem is awarded the Plaintiff -

A Copy Ets

Jno H Hamm ccccd
By D Murphy DC

Fee for Copy $2
ats H Hamm ccdc