

Seperate answer of M.C. Rogers To the Bill of Complaint filed by Wm. C. Roadman vs. Wm. K. Love & Brothers M.C. Rogers John Huskey & P.M. Wear, Filed 1st Nov. 1841

State of Tennessee, Sevier County)

The seperate answer of M.C. Rogers a citizen of Sevier County to the Bill of Complaint filed by William C. Roadman against William K. Love, James T. Love & Preston A. Love and John Husky and this respondent in the Chancery Court at Sevierville- Respondent now and at all times hereafter saving and reserving t to himself a manner of benefit of exception to the allegations in said Bill of Complaint for answer therunto so much, and such parts thereof as he is advised is material for him to make answer unto answering saith - That it is true as alleged in said bill of complaint that a deed of trust was executed on the 10th day of June 1835 to the said Pleasant M. Wear for the benefit of Complainant this respondent and John Husky by the said firm of Wm K. Love & Brothers to secure the payment of the sums therein named- That this respondent so far as his debts and the debt due to the said Husky has liquidated the Same with the Said Loves- The debt due to said Husky being assumed by this respondent, and that owing by the said Loves to this respondent having been liquidated with them, in the purchase of Short Mountain Furnace and lands as named in said deed of trust by the payment of \$4665 for the same to the said William K. Love & Brothers which liquidated said debts due by said Loves to this respondent and other debts due to this respondent- And on the 1st day of Nov. 1836 the said William K. Love & Brothers executed their Bond to this respondent to make fee simple titles to him for said Furnace and lands within six months from date said Wm K. Love & Brothers assigned a Bond on James Elledge for a fifty acre tract of land and said Elledge made a deed of conveyance to Shields Smyth & Co. on the 5 March 1838. On the (sic) of June 1837 the said William K. Love, J.T. Love and A.P. Love made an assignment of a plot and certificate for 2000 Acres land to Shields Smyth & Co and on the same day the same party made a similar assignment to Shields Smyth & Co for 561 Acres being part of the land entered in said deed of trust and all of which this respondent has believed was worth nothing Shields Smyth & Co. until the lien of said Roadman upon said lands was removed if it should (sic) them (sic) (sic) of which this respondent has his doubts and has given his reasons for the same in his answers to a bill filed by the said Loves against this respondent and others in the same Court. This respondent and others in the same Court. This respondent protests against being made a defenant to said complainants bill against said Loves for the reason that he was the second beneficiary named in the said deed of trust and has never assumed any other attitude by his act or deed- This respondent still complains of gross fraud on the part of the said Loves and that the said Loves have injured him to the amount of many thousand dollars- for all which this respondent has heretofore asked relief in your honourable Chancery Court.

This respondent having answered prays that said bill may be dismissed with his reasonable costs. M.C. Rogers

Sworn to by M.C. Rogers before Wilson Duggan, Sevierville, 1 Nov. 1841