

Answering says: that some time prior to or about the year 1822 the Baptist Congregation at Sevierville entered into some arrangement with the then Trustees of Nancy Academy by which the latter were to have the use of the Church of the former in Sevierville as a school House and this Respondent was appointed a commissioner on the part of the Church at act in concert with the Trustees touching the use & repairs of the House &c. He appeared and participated at a meeting of the sd Trustees in the capacity aforesaid on the 6th septemr. 1822 & perhaps in April peceding- He attended only four other meetings of the Trustees up to 11 March 1831, to wit 23 June 1823 & 8 June 1824, 7 & sepr. 1829 & 8 June 1830- some time previos to this period Respondant was informed he was appointed a Trustee, but does not know the fact as he has been unable to find any record of his appointment. On the 11 of March 1831 Respondent entered into bond & security as one of the Trustees of said Academy and then was then received by the Board (or at least about that time), from the Branch of the Bank of Tennessee the sum of Thirteen Hundred & eleven dollars and eighty five cents. This was the first and the only monies received by the Board during the time of Respondents connection with them- so far as Respondent knows or recollects. When this money was received the Board resolved to loan it out to solvent men on good security & renewable every six months with the interest payable in advance- M.C. Rogers then esteemed a prudent & responsible man, had been appointed the Treasurer of the Board as well as Clerk and it was made his particular duty to superintend the loaning of the money and collection of the interest according to the directions of the Board- This duty he performed, as Respondent believed, vigilantly & faithfully and from time to time reported to the Trustees shewing the situation of the money, principal and interest- It is impracticable for Respondent to recollect or state the amount of which received on said money as the whole of the books & papers are in the hands & keeping of the Complainants- In addition to the confidence which the Trustees had in the honesty & management of the said Rogers they required him to enter into bond & security for the faithful performance of his duty. If any of either the principal or interest was lost by the mismanagement of the said Treasurer or by the neglect of the Board of Trustees this Respondent has no knowledge of the fact. So far as Respondent was concerned & he believes his co-defendants also, it was their anxious desire to manage said funds to the best possible advantage for the Institution and the country and he believes they exercised as much prudence and vigilance as any set of men could or would have done under like circumstances. They acted on the principle of making the money produce as much interest as possible and confined the expenditures to appropriations of interest- as far a practicable so as not to lessen the principal at all- This is shewn by the fact that the old Board have paid over to the Complainants in notes and money more than ever came to their hands as principal while Respondent was connected with them- to wit the sum of Thirteen Hundred & seventy three dollars- In addition to this sum there was tendered to the complainants 2 notes drawn by Cumberland Claughber & endorsed or secured by A. Lawson Sr. & Jacob Kifer for one Hundred & twenty five dollars which the new Board (Complainants refused to receive, alledging there was some doubt about the solvency of the parties. This note added to the sum redd. by thum would make \$1498. When this latter note was executed the parties to it were supposed to be undoubtedly good and even yet Respondent believes the money could be collected off them. It would however be most unreasonable to expect persons acting in the capacity of Respondent and

his co-defendants to guarranty the continued solvency of all those with whom they had dealings. In relation to the two Lots alledged to have been donated to the Trustees of Nancy Academy Respondent knows nothing except what he has heard from others as he had no connection with the Trustees until long after the period when said Transaction took place. He has been informed that the Deeds for sd Lots were mislaid in the Clerks office & could not be found for many years- but were registered so soon as found. In the mean time the lots were taken possession of by the donors or persons claiming under them & enclosed, but whether held adversely or not Respondent is not advised. As to the contract for the purchase of the Lots & brick House from M.C. Rogers for the use of the Academy, this Respondent States that this was done before his appointment as Trustee and that he had no hand or agency in the matter. But Respondent thinks it due to his co-defendants to state that he does not believe the said purchase to have been injucicious or wasteful expenditure of money- A house for the use of the Academy was necessary & proper and Respondent believes the price of four hundred dollars for the House & two lots was neither unreasonable nor extravagant.- It was supposed at the time not to be more than a fair and reasonable price according to the then valuation of property- It is true the building was unfinished but with the repairs done upon it, it was rendered commodious & comfortable and answers the purpose for which it was bought. Respondent would here state that he has no knowledge of there having been any funds on hands while he acted with said Trustees up to March 1831

It may be proper to observe before closing Respondents answer, that he was re-appointed Trustee in Apl. 1841 and finding there was some dissatisfaction among complainants, he determined to resign that they might feel so delicacy or embarrassment in instituting an examination into the former management of the Trustees.

Alexander & Lyon solicitors

William Henderson

Sck., before Wilson Duggan, C & M, 8th April 1842

This respondent for answer thereto &c- answering Says, that it is true as alledged in complainant's bill that he, together with others acted as trustees for Said accadamy this respondent as well as he now recollects and believes, recd his appointment as trustee about the year 1834 and continued to act in that capacity for about two years- after which time he removed from the county- during the time he acted as trustee there were no donations made to Said Institution either of real or personal estate or of money- nor was there any money on hands belonging to the institution at the time of my appointment as trustee, nor during the time I acted as such except perhaps the Interest that accrued upon the munies of the Institution which had been loaned out prior to the time of my appointment as trustee- all of the money as collected for interest was applied to the discharge of debts & liabilities of the institution- which had been contracted previous to my appointment this respondent understood the debts were contracted in part for a Brick house & two lots- and part for repair- the Same- all of which was done long before this respondent was appointed one of Said trustees.

This respondent never knew the amt of money donated to said institution nor the amt of the notes belonging to Said accadamy - the deed from M. C. Rorrs for the two town lots above named were given during the time this respondent acted as trustee- therefore this respondent had nothing to do with the mismanagement of the money or the loning of the sme and prays to be discharged from any liability in the mismanagement of the money and prays to be discharged with his reasonable costs.

B.D. Brabson

Ack., before Wilson Duggan C & M, 18th March 1842

That it may be true that complainants were appointed Trustees of Nancy Academy in pursuance of an Act of the General Assembly passed the 27th of January 1840. But of this Respt has no personal knowledge. It is also true that this Respt was heretofore appointed a trustee of said Academy; and that Isaac Thomas and James McMahan made donations of one acre of land each and made deeds to the Trustees of said Academy and their successors. But it is not true that this Respt had any agency in wasting the funds of said Academy. Nor is it true that the title of said Academy to the said lands was lost or the right of possession bared by any negligence or mismanagement on the part of this Respondent as will hereafter more fully appear. Respt will here state that he entered on the duties of Trustee of said Academy on the 19th day of June 1810, and that upon the 20th day of the same month the said donations of land by the said Thomas & McMahan were made. On the same day there was a subscription raised for the purpose of building an Academy thereon, as will appear by an inspection of the books of said Institution which are in the power & control of Complainants; and which they are here called upon to produce. Said subscription consisted of various articles of merchandize, plank, lumber, labor & c &c, and perhaps a small amount of money, as will also appear by said books when produced. So that the first or second of Oct. 1810 said subscription amounted to some where about \$268. And upon the 2d day of Oct. 1810, the contract for building said Academy was let out to the lowest bidder, and was undertaken by a certain James Canon he being the lowest and best bidder at the price and for the sum of \$275.00. And the said subscription of \$268 was handed over to him in part pay for said undertaking. Respt further states that subsequent to this time there were other subscriptions made by divers persons for the use and benefit of said institution, but to what amount Respt knows not. But an inspection of the books of said institution will fully show when produced. Respt will here state also that on the 11th day of March 1811 said Canon having finished said building so far as by his contract he was bound, and having done some extra work thereon which was necessary for the convenience of said building, he was allowed the sum of \$7.00 by the said Trustees therefor, and gave his Receipt in full for the same of \$282. Respt further states that on the 26th of April 1811 the building of the chimney was also let out to the said Canon at two hundred dollars to be paid in subscriptions. But Respt believes that said Canon was never paid in full for said undertaking till after said building was burned down, there not being sufficient subscriptions for that purpose. This burning of said Academy took place some where about the year 1815, at which time there being something still due said Canon for the building of said chimney, the remains of said Academy after it was burned were sold to said Canon in full for what was still so due him. But what amount was then due said Canon for said building Respt does not now recollect, but supposes that the books of said institution when produced will show the whole transaction. Respt further states that upon the 13th of January 1819, he resigned his place of Trustee of said Academy so that he never had anything to do with the funds of said Academy further than the subscriptions hereinbefore mentioned which were faithfully applied as will appear by said books when produced. What amount of funds were received by him and his co-Trustees this Respt cannot now state. Nor does he recollect what amount of funds were expended in the procurement of teachers, if any were were expended for that purpose, which Respt now believes never was, nor in any other

further than herein before stated. Respt further states that whatever sums of money have been received by the Trustees of said Academy from the Treasurer of E. Tennessee, if any there ever were, have been received since his resignation; and consequently he cannot be held accountable for the way in which they have been applied, or for any bad management of them by the Trustees who had the controll of the business of said Institution at the time, and after they were so received. Respt further states that he had nothing to do with the purchase of the brick building now occupied as an Academy. For shortly after the burning of the building erected by said Trustees, there being great difficulties about procuring water on the lots of land on which said building had been erected, Respt together with his co-Trustees having obtained leave of the Baptist church at Sevierville occupied said church as an Academy, so that the purchase of said building was not made till after Respt had resigned his place of Trustee of Said Institution. Nor is this Respt in any way accountable for the loss of the said lands donated by the said Thomas and McMahan to said institution (if in fact they are lost by the negligence of the Trustees.) And whether they were so lost to said institution Respondent knows not, they never having been adversely held by any one till long after the resignation of this Respt as trustee of said Academy. ~~Respt as trustee of said Academy~~ Respt denies that he has wasted or mismanaged the funds of said Institution in any way. The building which was done with the funds of said institution was constructed with a view to cheapness and convenience, & let out to the lowest bidder as the best means of procuring the labor at the least possible price. The burning of said building was supposed to be the act of an incendiary. And not being by any negligence or mismanagement of this Respt, he cannot be held accountable therefor. The said lands were also in the possession of the Trustees of said Academy at the time he resigned, and if lost since he cannot be held accountable. Whether said lots have been since enclosed by others and held adverse to the possession of said Trustees this Respt knows not; but from information he believes it doubtful whether they have been so enclosed and held as to give the parties possessing any protection under the statute of limitations, and he here calls upon the complainants for the proof. Nor had the Trustees of said institution any funds of the Academy to loan either before or at the time of Respondents resignation, and he cannot be held accountable for any bad debts which may have been made by his successors in the management of said funds.

J. Rensau sol.

Alexr. Preston

Ack., before Wilson Duggan, C & M, 9th April 1842