

"That as well as he now recollects he was appointed a Trustee of Nancy Academy in Sevier County about the years 1807 or 9- Some short time after the appointment of Respondent as Trustee he determined with others, to make an effort to raise funds for the building a House & putting a school in operation. To this end a subscription was started and about \$268, in work, produce & merchandize, subscribed- James McMahon & Isaac Thomas had about this time made a donation to the Trustees of two acres of ground in the vicinity of Sevierville and it was determined to erect a house thereon. This building was let out to the lowest bidder and together with a large stone chimney was bid off by James Cannon at four hundred & seventy five dollars. The House was built & the school commenced about the year 1811- At this time there were no funds belonging to the Academy- The donations hereinbefore spoken of as being made in work produce &c were all applied to the erection of the building as far as they would go, leaving still a large balance due for the house & chimney, this building was occupied some years as an Academy but was finally burnt down- Before this period however the Trustees made an effort to obtain water by digging a well on the lot and found a very weak stream which failed in the summer & fall- Owing to the want of permanent water and the inconvenient situation of the ground in this respect, it was not deemed advisable to rebuild the house. Some time after this event the Trustees made an arrangement with the Babptists for the use of their church in Sevierville for a school house in consideration of some repairs done upon it by the Trustees. Afterwards there being some dissatisfaction of the church being sused as a school House and the Commissioners of the Church agreeing to refund to the Trustees the amount they had expended in repairs, they determined to build or buy a house so as to have a permanent school. M.C. Rogers had a short time before bought the Brick House & two Lots, spoken of in the Bill, for between three & four hundred dollars under a Trust sale. The purchase was considered a great bargain at the time & Mr. Rogers having a family of children to educate & being very desirous to have the Academy in operation offered the said Brick House & Lots to the Trustees at the price of four hundred dollars. Being satisfied that the price was a very reasonable one and that they could not build a suitable house for the same money the Trustees made the purchase of Rogers, repaired & finished the house & put a school in operation. So far from this being an improvident purchase, Respondents avers that it was proper & necessary and that the price given was not extravagant- but was indeed very low. Under all the circumstances Respondent believes that this contract was a judicious one and called for by the best interests of the institution and Respondent can but express his astonishment at the allegations in the Bill that the purchase was a wasterful & unnecessary expenditure of money. As to the Trustees permitting the two acres of ground donated by McMahon & Thomas to be adversely held so as to bar a right to their recovery, Respondent never hear of the fact until he saw it stated in complainants Bill nor does he yet know the fact to be true that they hold them adversely. He always understood that the persons holding said ground were tenants at will and did not pretend to any right or title. Deeds were executed for said ground by McMahon & Thomas and left with the clerk to be registered, but were mislaid and could not be found for many years- so soon as they were discovered they were registered. They were then and still are of very little value and perhaps could not be sold at all unless to some one having adjoining lands. The allegation that they are worth two hundred dollars must have been made at random & without due reflection. In relation to the funds of said Academy Respondent states that he believes there was redd. by the Trustees from the state in 1819,

one hundred dollars; in 1822 two hundred dollars and in 1831 thirteen hundred & elven dollars and eighty five cents. Respondent knows of no gift or donation to the Trustees or any of them for the benefit of the Academy, other than as hereinbefore described. Respondent would here observe that he at one time offered the Trustees forty acres of wood land, unfit for cultivation, & Andrew Lawson also proposed giving them a quantity of land of the same charcater, but they finally refused to accept t these propositions because the installments due the state on these lands were unpaid and the Trustees had no funds with which to pay them and the Legislature refused, on application, to release them. In relation to the loaning of the money and the amount of interest- received Respondent cannot answer of his own knowledge. He was not present when the money was loaned nor had he any control or management therein, nor in judging of the sufficiency of the security. Respondent understood & believes the money was loaned to the solvent men on good security, recoverable every six months and the interest payable in advance. M.C. Rogers was appointed Treasurer of the Board and entered into bond and security for the faithful performance of his duties- Respondent does not doubt all necessary & proper diligencè was used by said Rogers & the Trustees in guarding the money and making it produce as much interest as possible- If any either of the principal or interest was ever lost, Respondent has no knowledge of the fact nor does he believe it to be so- It is impracticable for Respondent to state here how much interest has even been received by the Trustees, because the books & papers which alone would shew this fact are in the hands and keeping of the complainants- Respondent believes those books & papers will exhibit a correct Statement of the funds of the Institution, pricipal and interest. There has been paid over to & received by complainants, as Respondent is informed, in notes the sum of \$1373. A note for \$125 drawn by G. Claugber & endorsed by A. Lawson Sr. & Jacob Kifer the complainants refused to receive because they had some doubts of the solvency of the parties. In answer to the interrogatories in reference to the disbursements of the funds, this Respondent cannot state accurately either the amount or the particulars. The original subscription, as before stated, was applied to building the House- A balance was still due for the house & chimney, which was afterwards settled. Some fifty or sixty dollars perhaps was expended in making the necessary repairs to the Church to fit it up for the use of the Academy- About \$30 was paid for two stoves for the use of the school. Various sums were appropriated for repairs done on the brick house & lots bought of Rogers but the amounts Respondeant cannot tell- Respondent has understood & supposes the fact to be So that some money was paid to a Teacher for one or two years, but Respondent was never present when such appropriations were made and cannot therefore answer specifically on this point. Respondant avers that so far as he was concerned, and he beleives the same to be true with regard to his co-defendants, all the expenditures and disbursements were made under the impression that they were necessary & proper & called for by the best interests of the Academy. Respondant could have had no motive or interest in mismanaging the funds and impairing the usefulness of the Institution under their guardianship. They all felt a deep and abiding interest in the Academy and devoted their best efforts for years to build it up and place it on a permanent foundation of usefulness and now complainants, who come in at eleventh hour; charge Responentz & his co-defendants with having acted faithlessly, if not corruptly. Respondent will not here speculate as to the motives of complainants in instituting this investigation- suffice it to say that he has acted in good faith and with an honest endeavor to promote the public good and fearlessly c... the fullest examination

into all his conduct as Trustee of Nancy Academy. And having now fully answered Respondant prays to be hence dismissed with his costs &c.

Alexander & Lyon Attos.

James P.H. Porter

Cert.; Wilson Duggan, C & M, 11th April 1842