

John Brabson, Saml Pickens, Geo. McCown & I.A. Miller, Trustees vs. Thos. Hill, J.P.H. Porter, Alexr. Prston, John Sharp, Wm. Henderson, Isaac Love & B.D. Brabson, filed in Sevier County Chancery Court Office, 9th Dec. 1841; copied by J.A. Sharp, Aug. 6, 1951.

To the Hon. Thomas L. Williams Chancellor of the Eastern Division of Tennessee.

Humbly complaining represent to your Honor your orators John Brabson, Samuel Pickens, George McCown, Isaac A. Miller, that in pursuance of and act of the General Assembly of this State passed the 27th day of January 1840, the County Court of Sevier County at the April Term, 1841, of said court appointed your orators together with a certain William Henderson, who are all citizens of said county, Trustees of ~~the~~ Nancy Academy in Said County, and your orators together with said Henderson have accepted the appointment and have entered upon the duties of the trust thus confided in them. Your orators State that from an examination of the books and papers which have come to their hands, they find that Thomas Hill, James P.H. Porter, John Sharp, Alexander Preston, Micajah C. Rogers; and the said William Henderson, who are all citizens of said County, and ~~he~~ Isaac Love who is a citizen of Missouri, and Benjamin D. Brabson a citizen of Blount County, Tennessee have been at different times appointed Trustees of said Academy and acted as such, and all of whom acted as such for a great length of time, except said Benjamin D. Brabson, who acted but for a short time. Your orators further state that Said Hill, Porter, Sharp, Preston, Rogers, Henderson & Love, acted as trustees for said instutution for many years, and have had among them the management of the funds of said Academy, and are perhaps the only persons nown living, who acted in the character of Trustees of said Academy that had anything to do in the management of the funds of the institution, and of its property both real and personal. Your orators further shew that on the 31st day of May, 1811, a donation to the Trustees of said Academy of one acre of land in the vicinity of the town of Sevierville, by Isaac Thomas, and a deed executed to them for the same; and at the same time a donation of one acre of land, in the vicinity of said town, was also made to said Trustees by James McMahan, and a deed executed for the same. The original deeds for these two acres of land are not in the possession of your orators, but copies of them shall be produced to your Honor. These two acres were designed for a Scite for said Academy, and upon which it was orininally built; but the building by some means was destroyed. Your orators further State that donations from different individuals, in money and property were made at different tiems to said trustees, and to considerable amounts, for the benefit of said instutution, but to what amount your orators are not advised, but ask that the said former Trustees above named may be compelled to disclose. Your orators further shew that it appears that about the 26th of December, 1819, the trustees of said institution received from the Treasurer of East Tennessee, the sum of one hundred Dollars, for the benefit of said Academy; and that about the day of said trustees received from the Treasurer of East Tennessee the further sum of two hundred dollars for the benefit of said institution; but the precise time when this two hundred dollars were received your orators are not informed, but it was previous to the year 1832. Your orators further shew that about the month of March, 1831, or perhaps before, the trustees of said Academy received from the Bank of the State of Tennessee, the sum of \$1311.85 cents, for said instutution which it seems they proceeded to loan at interest according to the rules of banking. Your orators further shew that Sometime previous to the receipt of this last mentioned sum of money, the trustees of said Academy contracted with the said Micajah C. Rogers for two town lots No 11 & 12, upon oen of which stood an indifferent

unfinished brick building in an imperfect State, for the price of Four Hundred Dollars which they suppose was paid out of the funds of said Academy. Your orators charge that this purchase was wholly unnecessary as a Scite for the Academy had been previously donated to the trustees as before stated, and the purchase from said Rogers was a waste of the funds of the institution, being unnecessary, and if necessary the price paid was exorbitant and extravagant and the building made of such materials as to make it of little ~~val~~ value, and is now (sic) and of little or no value. A deed for these lots was executed by said Rogers on the 12th day of June 1835, which deed your orators will produce to your Honor. Your orators further charge that in the management of the funds of said institution by the trustees before named, very little if any regard seems to have been had to the interests of the institution, as the funds have been grossly mismanaged and wasted. In the loanings of the money, a due regard to its safety was not had. Many debts seem to have been made with persons who are insolvents, and in the executions of notes, blank ones in some instances, were taken, and thereby the payments disputed and ~~evaded~~ evaded. How much interest was received by said Trustees and amounts of the money belonging to said institution your orators are not informed and they are also ignorant of how or in what manner the same has been disbursed, and disposed of, but they believe from the information they have, that very little benefit had been derived from it by said institution. From the donations which were received by said trustees for said institution, and the money received by them of the treasurer of East Tennessee and of the Bank, if the trustees had prudently managed the funds, considerable profit by way of interest would have been made for said institution; but in consequence of the negligence and mismanagement of said trustees a great loss in the funds of the institution has been sustained. They have permitted the two acres of land, donated to said Academy by said Thomas & McMahan, as before stated, to be enclosed by others claiming for themselves, and adversely to the title of said Trustees for from fifteen to twenty years, until your orators are barred of the action of Equity (sic) and the persons in possession protected in the enjoyment of said possession, when if due attention had been paid by said trustees to the interest of said institution, the title to said land would now be secure to your orators, and the lands made ~~natural~~ valuable to said institution, as said two acres of land are now worth at least \$200.; but which is now wholly lost on account of the negligence of said Trustees. There has been handed over to your orators by said trustees in notes ~~xxx~~ on different individuals about the sum of _____ Dollars and which shews a great deficit in the funds of said institution, occasioned by the negligence and bad management of said trustees; for if the funds had been prudently managed and taken care of a profit on them would have been made, and a much larger sum would have been placed in the hands of your orators for the benefit of said institution. In tender consideration of the premises and for as much as your orators are without remedy in the premises at and by the direct and strict rules of the common law and cannot have adequate relief (sic) in a court of equity, where matters of this and the like nature are ~~properly~~ properly cogniz (sic) and reliable, To the end therefore that a discovery may be made, and an amount had in this case, your orators pray that said Thomas Hill, James P.H. Porter, John Sharp, Alexander Preston, Micajah C. Rogers, William Henderson, Isaac Love, & Benjamin D. Brabson, former Trustees of said Academy may be made defendants to this bill, and that they be compelled upon their several and respective oaths full, true, direct and perfect answer to make to all &

singular the matters and things herein before stated and charged as fully and particularly and to the same extent as if the same were (sic) and they thereto distinctly interrogated. That they be compelled to discover and shew, what donations were made to them, as to any of them, or to the Board of trustees of which they were respectively members for the benefit of said Academy. What amounts of money was received by them for the benefit of the institution, and how it has been disposed of. What amounts of interest was received by them and amount of the money loaned by them belonging to said institution and for what in particular. And your orators further pray that an amount may be taken and stated by the clerk & master of the court, shewing all the foregoing particulars, and that the trustees above named may be held responsible for the funds which came to their hands for the benefit of said instituion, and which was wasted by them, and that the value of the two acres of land before mentioned may be paid your orators, by such of them as were negligent in asserting the rights of said institution to said land; and that thow of them that were concerned in the purchase of the lots from said M.C. Rogers, as before stated may be compelled to pay the amount of maney paid for said lots, and that on the final hearing all such other and further relief may be granted by your Honor, as is adopted to the nature of this case, consistent with equity and good conscience, and the rules of your Honorable Court.