

Alexander Zollinger of Sevier County sold some 15 years ago tract land 122 acres to Willis B. Sharp, son-in-law of sd. Zollinger; Sharp did not pay him but sold same tract few years later to George Fox with stipulation that Fox should convey 20 acres of tract to Zollinger and Fox did this on 26th July 1832. Some time after this Sharp and Zollinger purchased rest of tract, 102 acres, from Fox, and Sharp agreed that since he had not paid Zollinger that he (Sharp) should pay "large portion" due Fox and this total amount was \$550. Of amount Zollinger was to pay Fox he had paid "the aggregate of nineteen hundred gallons of whiskey at the rate of 25¢ per gallon" this amounted to \$475. In 1836 Sharp paid Fox sum of \$160 or \$175, and left only about \$15.00 due Fox, but latter claimed they still owed him so Zollinger sold part of personal estate, 17 Nov. 1837, and Fox purchased at this sale property worth \$71. Zollinger now in 85th year and not capable of doing business and victim of an "avaricious man who has worked himself by his pretended acts of kindness into the good esteem" of Zollinger. Fox still claimed Zollinger owed him and submitted it to arbitration of J.W. Low and Samuel Agnew. They arbitrated in August 1839 and Sharp "had left the country with the receipts which had been given to your orator and which were placed in the hands of Sharp." Award made to Fox against Zollinger for \$313.45. Fox told Zollinger a suit about to start against him for note Zollinger had signed and that he would louse his land- so Fox had Zollinger execute trust deed to John Walker against his land- covering not only the 122 acre tract, "but also three other tracts lying in Sevier County,"- 100 acres, 75 acres, 6 acres, this deed made 3 Dec. 1839. At same time Zollinger executed his note to Fox for \$313.45, and deed made to secure note, but Fox said deed would prevent loss of lands on account of lawsuit on the other note, but judgement on this suit was in favor of Zollinger. Latter's land was sold on 21st May 1842 and he was not notified and Fox bought all the lands for \$375.11- deed executed by trustee Walker to Fox March 4 1844.

Sept. Term Supreme Court at Knoxville- Alexander Zollinger vs. George Fox & John Walker- Thur. 27 Sept. 1849. Decree from Sevier chancery court and found no error in said decree. "And it appearing from said record that many years ago, there were dealings to a considerable amount between the Respondent Fox, the Complainant and a certain Willis B. Sharp, son-in-law of Complainant, respecting the purchase and transfer of a certain tract of land, mentioned in the pleadings and lying in Sevier County, that in the year 1835 or 1836, the parties mutually chose a certain John Pharis to make a Settlement between them, who made the Settlement with the exception of an item of Thirty dollars claimed by Complainant to have been paid by him for Respondent Fox to one M.C. Rogers, but denied by Respondent." Found that Zollinger owed Fox from twelve to fifteen dollars and Zollinger made note to Fox for this. All parties satisfied with this settlement, but afterwards "on the 30th day of August 1837, by fraud and circumvention practised upon complainant, who appears to have been a frail old man of imbecile intellect, having undoubted confidence in Respondent as his friend prevailed upon him to submit the alleged difference between them to the award and arbitrament of Jacob Low and Samuel Agnew. And Fox awarded \$313.45. Latter award pronounced null and void- also note for this amount and trust deed pronounced null and void and sale of lands by trustee Walker to Fox pronounced null and void.

John Pharis, age about 46, came before William Matthews, J.P., Lawrence Co., Mo., July 1, 1848, and gave deposition in above case:

Question by Samuel M. Pharis, agent for Zollinger: State all you know about settlement between Sharp, Zollinger and Fox. Answer: "That while I was doing business in Sevier County East Tennessee in the year 1835 or 1836- "at Fairgarden

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in Sevier County East Tennessee." Said settlement made by him from vouchers, receipts they furnished him and all seemed satisfied- Sharp & Zollinger owed Fox twelve or fifteen dollars, but Fox would not except \$30. Zollinger said M.C. Rogers paid for him.

Pleasant M. Wear, Clk., County Court of Lawrence Co., Mo., certified above, 3 July 1848

Before Lemuel Bogart, J.P. Sevier County, 17 June 1848:

Catharine Thomas, aged about 59

John Howard, aged about 43

Joseph Clark, aged about 69- known Zollinger 25 or 30 years

Elizabeth Gibson, aged about 53 years- "he raised from ac child." Said John Pharis cautioned Zollinger about Fox before "he left this country."

Before Clerk & Master, 24 March 1847:

Eli Blair, aged 25 years

William Etherton Senr, aged 51 years.

Francis Brown, aged 62 years

Hiram Miller, aged 53 years; said he told Zollinger that "Mr. Duggan was a little treacherous and wouldnt attend to his business- The old man Zollinger said he didnt know why he should be so for he give him the upper plantation which he counted as good as seven hundred dollars if he gained it, and if not he given nothing."

Adam Fox, aged 47 years

John Smelser, aged 39 years- was at Walkers store when note made and Zollinger said note was correct and saw him sign deed of trust.

John Keeler, aged 39- nephew of George Fox

Preston Maples, aged 25 years

Hoseph Keeler, aged about 64 years

James Baker, aged about 27 years

John Bird- 7th Aug. 1846, at courthouse in Sevierville, said Bird about 51 years- "settlement took place at Farris store at which place Maj. Walker has since had a store."

William Thomas, aged about 60 years

Elizabeth Gibson, aged about 51 years: "I knew of a good deal of whiskey being made and it was said to be for Mr. Fox. I also knew of some Brandy being made and they said they jauled it down to Mr. Rogers for Mr. Fox. My son said he had hauled it down by the direction of Mr. Sharp to Mr. Rogers for Mr. Fox- They had hauled a good deal over on the road to Andy Wells for Mr. Fox. I dont know how much there was of it.... Mr. Sharp and a little boy hauled two Barrels up to Mr. Foxes themselves at the time that Mr. Sharp was staved Mr. Fox told me in the evening to have a barrel of whiskey hauled to Mr. Foxes or to Mr. Wells for him- I do not now recollect which of the places it was, he told me to have it taken to it has been so long since, and I did send the whiskey to the place that he told me to." "There was more than one load hauled to Mr. Rogers by my son William Denney and sometimes Mr. Sharp would go with him they sometimes hauled two & sometimes three barrels at a load on a Truck Waggon." At Zollinger's sale: "Mr. Fox bought a still & a Boiler I think and some tubs but I disremember how many tubs..."

Before Lemuel Bogart, J.P., 12 June 1847:

Polly Sharp, aged about 43: stated she was daughter of Zollinger. Said her father about 86 last March. Said she had done most of father's business for last 13 years.

Thomas Maples, aged about 57

Adam Houk, aged about 47

John Henry, aged about 63- known Zollinger "upwards of forty years." "My mother died last month she was going on eighty four years old Zoolanger said he was three years older then her.. "his son-in-law took advantage of him I never did think him very smart man"

Feb. 29 1848:

John Dicky about 46 years: Said Fox told him of settlement made by Pharis: "I think I was stilling for Fox at the time." Lewis Reneau was lawyer for Zollinger. Before John McKissack, J.P.