James M Miller &c

vs } In Equity

John Bryant &c

Petn Filed Jany 8th 1858

1863 Nov judgment
Possession awarded &
stricken

J. M. Miller &c

vs

Petition in Equity

John V. Bryant &c

1858 Jany 8th
Filed in Clerks office
Test
J. J. Bohn
D. C. C.

1858 May alias & cont'd
vs Defts
" Nov alias & cont'd
1859 March 17 Summons & 2 copies issued
1859 May Jno Bryant filed answer to Pltffs petn & cross petn James Bryant & James Bryant's petn & Ordole filed cont'd
1859 Nov. Cont'd. at defts costs
1860 May Cont'd Defts costs
" Nov Jno Bryant filed affidavit & moved for continuance which is overruled for present
Cont'd at defts costs
Alexander & Stewart
attys

No. 1

1861 May cont'd under General Order
1862 May cont'd
" Nov. cont'd
1863 May Submitted judgt for Pltff vs Defts for tract land described in Alexr Briants deposn. & J. W. Johnston appointed to survey said land — & by agreement rents & profits set off against improvements — judgt for Pltffs for costs — & decision cont'd
1863 Nov. Report survey filed & ordered according with possession of land & not delivered on or before 1st Jany 1864 — Judgt for Pltffs for costs & to be endorsed for benefit of attys officers & witns & stricken from docket

Adair Circuit Court

James M. Miller & Jacob Miller
John Miller William Dugger &
Nancy his wife late Nancy Miller
Walter Miller — Henry Miller
Wm. F. Miller Mary Jane Miller
& Saml. Miller the last four of
whom being infants under 21
years of age sue by James
M. Miller their next friend — Plaintiffs

Against — Petition in Eq.

John Bryant Sr & James Bryant — Defts.

The Plaintiffs James M. Miller & others state that in the year 184 Samuel Miller died intestate in Adair County leaving Plaintiffs his only children and heirs at law and leaving Huldah Miller his widow who has since died — Plffs state that their father Saml. Miller in his life time & in the year 1844 bought of Deft John Bryant a tract of land in Adair County on Russells Creek containing 150 acres — they state and charge that their said ancestor paid all of the consideration agreed upon for said land except about $10 — and that he took from said John Bryant a title bond for a conveyance of said 150 acres of land in which the said John Bryant covenanted & agreed to with their said ancestor to convey the said 150 acres of land by deed to him the said Samuel Miller with clause of general warranty. Soon

thereafter — Plffs further state that in the fall of 1844 their ancestor moved on and took possession of said 150 Acres of land and continued to occupy the same until about Christmas thereafter and then died leaving his widow & children in possession who or some of them continued to occupy the same till 1847 or 1848 when they moved back to the county of Pulaski from whence they had come — the said Huldah (Mother of Plffs) died soon after getting back to Pulaski County — said Bryant did not make a title to said land as he agreed to do in the life time of Plffs ancestor — They further state that after the death of their said ancestor the said John Bryant by some fraudulent means and by false & fraudulent representations got possession of said title bond and also took possession of said land and has fraudulently destroyed or keeps the bond aforesaid concealed and unjustly refuses to deliver up either the land or the bond aforesaid and refuses to make a deed therefor — They further state that the Defendant James Bryant is in possession of part of said land under some pretense of claim under his Co-deft John Bryant but he entered upon said land with full knowledge and notice of Plffs claim & title thereto and in violation of their rights

Plffs. further state & charge that the Plffs. Jacob Miller Nancy Miller John Miller & Walter Miller have transferred to Plaintiff James M Miller all their right and title in said land as will be seen by title bond filed in the Adair Circuit Court Clerks Office and which can not now be withdrawn but which will be filed in due time — Plffs further state that the rent of said 150 acres of land has been worth annually the sum of $30. to $40. more or less since said Bryants have had the same in their possession. — They further state that they are willing & here offer to pay to said John Bryant the $10. and any interest that may have accumulated thereon, being the balance of the purchase price of said land bought by their said ancestor Samuel Miller from said John Bryant. They further state that the consideration agreed upon for said land was $190. all of which was paid as aforesaid except the $10. aforesaid and that sum was tendered to said Bryant in the lifetime of the said Huldah Miller and was refused by him. The land bought by said Samuel Miller from said John Bryant all lay on the South side of Russells Creek and the boundary began at the lower corner of Henry Light's land and was to bind on

Rufells Creek and also was to bind on Calhoons line, and thus the quantity of 150 acres was to be made up. The plaintiffs state that said title bond more particularly described said land but not being before them they can not state the precise boundary & call upon said John Bryant to file said title bond in to give the contents thereof fully and completely. The plaintiffs pray for a judgment for said 150 acres of land and for the annual rents thereof and interest & costs and for a conveyance of said land by said John Bryant and for all proper relief.

Stewart & Alexander
Attys for Plffs.

The plaintiff James McMillen states that he believes the statements in the foregoing Petition are true.

his
James x Miller
mark

Sworn to before me by James Miller
January 8th 1858.

T. T. Baker
D. C. H. C.

Executed November 16th 1859 by delivering to Wm Stewart a true copy of the within notice also executed on W. T. Alexander November 18th 1859 by delivering to him a true copy of the within notice &c

John Bryant &c
vs
Notice
James M. Miller &c

Executed May 16th 1859 by delivering to John Bryant a true copy of the within
Attest
J. Q. Dinsmore D.C.

Samuel Bryant
vs
Trans Equity
Ex Counter Claim
John Bryant

To May 1859.

Myers James M Miller Jacob Miller John Miller
William Dugger & Nancy Dugger his wife &
S S Alexander & William Stewart attorneys
~~for~~ at law of the Defendants upon Take notice
that ~~we~~ we will on the 18th day of Nov
1859 at the examiners office in the Town
of Columbia Adair County Ky ~~take notice~~
take the depositions of divers persons to be
read as evidence in a suit now pending
in the Adair circuit Court wherein the said
James Miller Jacob Miller John Miller
Henry Miller Wm Dugger Nancy Dugger
& others are pltffs & we are defendants
& continue from from day to day until
we taken & finished as expected

Nov 11th 1859

John Bryant
James Bryant

THE COMMONWEALTH OF KENTUCKY:

To the Sheriff of Adair county:

You are commanded to summon John Bryant

to answer in twenty days after the service of this summons, on him a petition filed & counter claim against him in ~~Marion~~ the Adair Circuit Court by Samuel Bryant in the case of James Miller & others against James Bryant & others and warn him that upon his failure to answer, the petition will be taken for confessed, or he will be proceeded against for contempt; and you will make due return of this summons on the first day of the next May Term of said Court:

Witness ~~NICHOLAS T. BERRY,~~ Junius Caldwell Clerk of said Court, this 23rd day of April 1859.

Junius Caldwell C. ~~&~~ C. C.

Executed on the 7 day of Nov. 1859
8th day of Nov. 1859
Executed on Eight Lock Jr
H. McElroy Nov 9th 1859
Executed on Monday McElroy
Nov. 10th 1859 J. H. Mitchell

James Miller &c
vs Spra
John Bryant

Nov 2 11

Commission for witness for Miller &c
to be taken before the Examiner on the 11th Inst.
Eight Lock &c

James M Miller &c
vs Notice
John Bryant Sr. &c

Executed on the within named James Bryant on the 9th day of Nov. 1859 by delivering to him a true copy of the within notice.
J. H. Mitchell one of the Sheriffs
Executed on John Bryant, Sr. the 7th day of Nov. 1859 by the delivering to the said John Bryant a true copy of the within notice
Thomas Bryant
John Bryant Sr. was not at home
J. H. Mitchell

The Commonwealth of Kentucky
To the Sheriff or any Constable of
Adair County. You are hereby com=
manded to summon Elijah Leach Jr
Francis McElroy, Henry Light, David
McElroy & Martha McElroy his wife
to appear at the Examiners office in the
town of Columbia Adair County Kentucky
on Saturday the 11th day of October 1859
to give their depositions to be read as
evidence on the part of the Plaintiffs
in a certain Suit in Equity now pending
in the Adair Circuit Court, wherein
James Miller & others are Plaintiffs, and
John Bryant & others are defendants
Given under my hand as Examiner
for Adair County, this the 5th day
of November 1859. Wm Stewart

Mr. John Bryant Sr & James Bryant
Take Notice on the 11th day of November
1859. at the Examiners Office in the
town of Columbia We will take the
Depositions of divers persons to be read
as evidence in an action now pending
in the Adair Circuit Court wherein
We are plaintiffs and you are
Defendants and we will continue the
Completed Nov. 5th 1859

James M Miller
Jacob Miller
John Miller
Wm Dugger & Nancy
his Wife Henry Miller
and others

Executed Nov 10th 1860 on Alexander & Stewart by delivering to each of them a true copy of the within Notice

W. H. Moore
S.M.G.

Jeff Miller
Jatius
Ignatius
John Brant

James M Miller, Jacob Miller
John Miller, William Lanyon
& Nancy his wife late Nancy
Miller, Walter Miller, Wm H.
Miller, Mary J. Miller & Samuel
Miller. and T. T. Alexander
& William Stewart attorneys
of record for the above named
persons & Plaintiff. Take
notice that on the 16th day
of November 1860 at the
Examiners office in the
Town of Columbia
Adair County Ky. I shall
take the depositions of
divers persons to be used
as evidence in a suit in
equity now pending in
the Adair Circuit Court
wherein the above named
persons are Plaintiffs and
the said T. T. Alexander
& William Stewart are
their attorneys, and I am
Defendant, & will continue
the same from day to day and
days thereafter until all
are taken November 10th
1860

John Briant

(B.)

May the 6th
Credit Bryant
Thirty two
dollars and
twenty cents

James Bryant
Junior

James Bryant
Jun
(B)

Know all men By these Presents that
I John Bryant senior do this day bargain
and sell to James Bryant Junior a certain
survey of land containing 1 hundre acres
commeceing on a poplar stub south sanding on the
south of russels creek thence south to
John Bryants seniors line thence East to
hickerry and blackoake thence north
to John Bryant seniors corner thence
back to the begining corner.
lying in the county of a dair
I bind my ~~self~~ self heirs & ~~unto~~
and make unto James Bryant Junior
a sufficient warrante deed when
the land is pade for this the 1
day of march 1854

John Bryat seior

Twelve months after date
I promise to pay John Bryant senior
fifty dollars for value Re
ceived of him this the 1 day
of march 1854

James Bryant Ju

M.

(6)

James Bryant
Junior

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] 21 1851

Twenty fore months after
date I promise to pay John
Bryant senior fifty dollars
for value received of him
this the [illegible] 1 day of march
1854

James Bryant Junior

Know all men by these presents that
We have this day bargained and sold unto
James Miller of the County of Pulaski and State
of Ky all our right title and claim
of a certain tract or parcel of land
lying on Russels Creek and one in the county
of Adair for a certain some in hand paid
We lieirs of the above named sil our and

Jacob + Miller
Pancy + Miller
John + miller
Walton + miller

Attest E. Embry

Executed on John Bryant June 14th 1852 by delivering to him a true copy of the within Notice

M. Farrell c.a.c

James Miller &
Attys
vs
Martin
Bryant 1852

Executed on John Bryant 5th day of January by delivering to Elias Martin a true copy of the within summons March 25th 1859

Martin Bryant Sh
for C. Lewis S.C.C

James McMillan &c
vs
John Bryant
& James Bryant

Executed in Cayuga County

30 May 1859

John Bryant &
James Bryant
Martin Bryant Sh
for C. Lewis S.C.C

Mr John Bryant Sr

Take Notice that on the 18th day of this month June, 1852 at the Beginning office in the Town of Columbia Adair County Ky. we will take the depositions of Matthew Leach and others to be used as evidence in a suit in chancery now pending in the Adair Circuit Court wherein we are Complainants and you the Defendant.

James Miller
Jacob Miller
Nancy Miller
John Miller
Wattam Miller
Robert Miller
Henry Miller
Samuel Miller
William H Miller
Mary J Miller

12.

SUMMONS IN EQUITABLE PROCEEDINGS.

THE COMMONWEALTH OF KENTUCKY,

TO THE SHERIFF OF Adair COUNTY, GREETING:

You are commanded to summon John Bryant Sr and James Bryant

to answer, in twenty days after the service of this summons on them a petition filed against them in the Adair Circuit Court, by James M Miller and others

and warn them that upon their failure to answer, the petition will be taken for confessed, or they will be proceeded against for contempt; and you will make due return of this summons, on the first day of the next May term of said Court.

Witness, Junius Caldwell *Clerk of said Court, this* 17th *day of* March 1859.

Junius Caldwell

James Miller Vs

Trans to S Bryant
on J Bryants X Pet
Equity

J Bryant Vs

To May 1859

Executed Nov 1st 1858 by delivering
to Samuel Bryant the Clerks
Copy of the within Summons
& Order Page

The Commonwealth of Kentucky to the Sheriff of Adair County You are commanded to summon Samuel Bryant to answer before the Adair Circuit Court in Columbia in Twenty days after the service of this Summons a Cross Petition & Counter claim there filed against him by James Bryant in the Suit of James Miller & others against James Bryant &c And warn him that upon his failure to answer the Cross Petition & Counter claim will be taken for Confessed or he will be Proceeded against for Contempt. And you make due return of this writ on the first day of the next May Term of said Court. Witness Junius Caldwell Clerk of Said Court this 6th day of April 1859

Junius Caldwell

Filed April 20th 1859
Test Junius Caldwell
Clerk

(H.)

be all men by these presents that I have
this day agreed bargened and sold to Samuel
Bryant of adair County a certen tract or parcel
of land lying and being in the aforesaid
County on Jacks creek and to wit to commence
on the south side of said creek on a large poplar
stump and Dogwood corner ad thence runing
a south course to miline and thence runing
with miline an east ward course to the corner
and thence with miline to said. mills creek
and thence with the miaunders of said creek
to the beginning the consideration for said
land is one hundred dollars fifty dollars
of which is paid in hand and receit hereby
acknowledged and the balance of one hundred
dollars to be paid in trade by two and
installments without interest payment to be made twelve
months after date
and I do bind myself and my airs and
executers to make or cause to be made
to the said Samuel Bryant his heirs & assigns
a deed of general warrantee to this country
of land moreover when the entire payment
is made. January the 15th 1848

Test

Daniel B Bryant
James Corbin
Morgan Bryant

his
John Bryant
mark

James M. Miller &c

vs

Answer &c

James Bryant

Filed April 6th 1859
Lot J Caldwell Clk

1859 April 6th Amended by interlineation on first page and Sworn to before me by James Bryant the Defendant
Junius Caldwell Ex Officio Clk

Filed in Court
May 18th 1859
Lot J Caldwell Clk C C

C & G. Counsel

Adair Circuit Court
James M. Miller & others Heirs of
Samuel Miller dec'd Plffs
against
James Briant &c Defts } Answer

The defendant James Briant admits that he is in possession of a part of the land in Plffs petition mentioned. He purchased of his Codefendant John Briant Sr. one hundred acres of the same & said John executed to him a bond for a title thereto dated March 1st 1854. He files said bond herewith and makes the same part hereof marked (A.) This deft purchased the hundred acres therein mentioned of said Codeft for the sum of $215. One hundred & fifteen dollars of which ~~he~~ was considered as paid when the ~~purchase~~ a part of which was paid ~~that~~ day & the balance thereafter as payments title bond was given, & the balance of $100 was to be paid in one & two years the execution two notes of $50 each to said Codeft which he has fully paid off which he now files herewith as part hereof marked B. & C. respectively. He has paid in full for said land. This deft denies the allegation of Plffs petition that he entered upon said land with full notice of Plffs claim. It is untrue unqualifiedly so. This deft purchased said land at a fair price in good faith, without fraud or art & without notice of Plffs claim but believing in good faith that his Codeft John Briant was the rightful & legitimate owner of said land & that he had held both the legal & equitable right thereto. This deft had heard of Millers asserting some sort of claim

to the land but he knew nothing of its nature & he believed in good faith that it was not a good & valid claim & that it amounted really to nothing. His Codeft sold him the land & covenanted in same bond to warrant the title in the deed which was to have been made when the money was all paid.

This deft still believes that the statements of plff's petition asserting claim to said land or any part of it are not true. He has no knowledge or information sufficient upon which to form an opinion that they have any good & valid claim. He demands full proof of every fact establishing their claim. He believes that the land was legally & equitably the property of his Codeft when he purchased it. He said Codeft. as ~~plff bel~~ deft believes held the legal title - was in full, peaceable & undisturbed possession of the same under his title & there was no legal evidence of any outstanding legal or equitable in plff or their ancestor.

This deft pleads & relies upon said facts as a full defense for him against plff claim. He denies that the land in the condition in which it was at the ~~tot~~ time this deft purchased it was worth annually $30 or $40. It was then worth but very little not more than $ annually.

This deft has improved the same greatly & is entitled to compensation therefor in the event the land is taken from him. He has made lasting & valuable improvements there worth at least $150 & the land is enhanced that amount in value thereby. This deft prays that

Pltffs suit may be dismissed with costs & that this deft may be decreed a title according to his bond from his Codeft John Briant against whom he makes this a Cross Bill & Counter Claim.

This deft further states that since he made said purchase he has learned that Samuel Briant asserts some sort of claim to a portion of said land. He claims to have a bond for a title to a part of it - but refuses to exhibit it. Deft does not certainly know whether he has or not but believes he has some sort of bond for a title to a part of said land. Deft believes that his claim is unjust. He makes this answer a Cross Bill & Counter Claim against him - prays that he be summoned to answer these allegations exhibit his bond & that a judgment be rendered herein in bar of his claim.

In the event that any judgment is rendered depriving this deft of any portion of said land deft prays judgment against his Codeft for its value. He prays a judgment for his purchase money, interest costs & for his lasting & valuable improvements. He prays for a judgment against John Briant for a complete title accompanied by relinquishment of dower & for other relief.

Thomas & Garnett p.q.

Kentucky Edmonson Cty

Jas. Briant says he believes the statements of the foregoing answer &c are true

his
James + Briant
mark

Sworn to before me by James Briant this 6 April 1859.

Saml Bryant

vs { Amos & Cross & Peter

Millers heirs & Bryant

1859 April 20th

filed

Test Junius Caldwell

Clerk

Adair Circuit Court

James Miller & others Plffs.
against
James Bryant & others defts.
and
James Bryant, Plff.
against
Samuel Bryant & ors defts } Answer

This defendant, Samuel Bryant, States that on the 15th day of January 1848, he purchased of his Co-defendant, John Bryant, a tract of land lying in Adair County, containing between forty five and fifty acres as he supposes, for which he was to pay to said John Bryant the sum of One hundred dollars,- fifty in hand & the balance in two annual instalments of Twenty five dollars each, these last two instalments to be paid in trade. He States that he did then & there make said Payment of fifty dollars to said John Bryant, and executed his promissory notes to him for the other two instalments payable as above stated, & that the said John Bryant then (on the said fifteenth day of January 1848) executed to this deft. his title bond for said land, binding himself to convey said land to this deft. by deed with clause of general warranty, upon the payment of the purchase money as aforesaid.

Said title bond is herewith filed marked (H.) and made part of this answer;

Deft. States, that he is ready, and now here offers to pay off & discharge the full amount of said notes & interest, outstanding against him for the two last payments on said land. Or he is willing, if more acceptable to all parties, to

to release all claim to said land upon the payment of the said fifty dollars & interest which this deft. has paid for said land.

This deft. alledges that his claim to said land is superior to all others. that the land embraced in the boundary set out in the accompanying title bond he acknowledges to be part of the land in controversy in the original action herein

He here makes this answer a cross petition & counter claim & setoff, against John Bryant & prays process against him.

And upon the final hearing hereof he prays for a deed for said land, from said John Bryant or for a recision of the contract and a judgment against him for said sum of fifty dollars & all proper relief.

Samuel Bryant
By Sudeanth his atto.

State of Kentucky, Adair County;

Samuel Bryant, states, that he believes the statements made in the foregoing answer are true.

Samuel Bryant

Sworn to before me by Samuel Bryant this 18th day of April 1859.

Junius Caldwell Clk

John Bryant

vs

J. M. Miller & Co

Filed May 14th 1859
Test Junius Caldwell
C. A. C. C.

Filed in Court
May 18th 1859
Test J. Caldwell, C.A.C.C.

Adair Circuit Court

James McMillen &
others Plfs
against } Answer
John Bryant &
James Bryant Defts

The Defendant John Bryant for answer to Plaintiffs petition says, It is true Samuel Miller some years ago died in Adair County and he believes intestate, and the Plaintiffs he believes to the children and heirs at law of Saml Miller and Hulda Miller was his widow, and from information he believes she is dead, Plaintiff states that some time about 1844 he sold to Samuel Miller one hundred acres of land in Adair County on both sides of Hughes Creek and no more, he admits that he sold him 150 acres as charged, the consideration to be given for said tract of 100 acres of land was $190. said Miller paid $180. in money, and that none was paid in a wagon and the balance of $10. was to have been paid in money but none was paid, Defendant executed to said Miller a bond for the conveyance of said 100 acres of land, the same to be made when the purchase money was all paid. Defendant further states that the said Samuel Miller married upon said 100 acres of land & died and it until

he since resided was about the
Christmas after he moved on it,
and his widow & children continued
to live on it until the spring
following the death of said Samuel
Miller as made as Defendant now
recalls and believes. Defendant
further states, that some short time
before Samuel Miller died, he and
Defendant rescinded the contract
of the sale and purchase of said tract
of land, and Defendant paid back
to in property to said Miller the amount
he had paid for said tract of land,
and said Miller did having the title
bond with him promised to get it and
deliver it up to Deft State Deft if
he did not get it, & give it up to him
he must get it from the person
that had it. He states that it was
afterwards by the person that had
it delivered up to him in pursuance
to the rescission of said contract made
by said Miller & himself. He states
that in the rescission of said
contract said Miller was to take
a certain parcel of land supposed to be about 30 acres
thirty acres of land out of the
tract of ~~the~~ the lot on the south side of said tract
pay of the $180 he had paid for
the 100 acres, an attempt was made
to get a bond made for the conveyance
of said 30 acres of land but failed
because the Bullman Collier and
Carter did not draw it, & the writings

was the amount for the conveyance of said 80 acres of land, afterwards and after the death of said Samuel Ellilen, defendant paid to the widow ~~Lilen Ellen~~ for her & the children at her request a gray horse worth $70. and moved her and her children to the County of Pulaski and have there respectively, which was, with what he had paid, much more in value than the $180 paid by said Ellilen. He avers that he got possession of the title bond by false & fraudulent means, or by false & fraudulent representations the statement is false it was entirely up to him in person and to the suspicion of said Canthal of the sale of said 100 acres of land, He does not now remember the stipulations of said bond, he cannot now ~~see~~ recollect, the bond is lost or misplaced or destroyed as it was not necessary to preserve it, he thinks he cannot produce it. He says that he took possession of said tract of land after the widow & children had moved off as he had a right to do. as he had the order of the Canthal for the sale of it & said he was then paid had all said Ellilen had paid, He states that he sold to his co defendant James Bryant, the said 100 acres of land ~~[illegible]~~ him possession of it & executed to said James a title bond for a deed upon the payment of the

purchase money which was all of which has been paid $215.00
He does not admit that the Plff named have transferred their interest to said Miller in the said tract of land & if they have it is illegal & void as it was said minor left was claiming title to said land & holding it in perpetuity adverse to the said Miller, he pleads laches upon the plaintiff in such case. He admits that the rent of said land is worth $80. or $40 per year, He states that he took possession of said tract of land in good faith after he had removed said contract & said & fully paid back all the purchase money said Miller had paid, & lasting & valuable improvements have been made upon said land all in good faith. He denies the right of Plaintiffs to recover in in this action, he denies that they or any one of them have any just claim either legal or equitable to recover said land but if they should then he prays judgment against Plff for the money he paid back to Plff & said Miller the indian as stated aforesaid with the interest thereon & for the improvements made in good faith on said land. That a lien on said tract of land he have obtained for the payment of the ~~purchase~~ purchase money & interest aforesaid and all proper relief.

John Bryant

John Bryant states that he believes the statements in this affidavit are true,

his
John + Bryant
mark

Sworn to before me by John Bryant this 14th day of May 1859.

Junius Caldwell
C. A. C. C.

J M Miller &c

Answer of John Bryant to the Cross Petition of James Bryant

vs

John Bryant &c

Filed May 14th 1859
Lott Francis Caldwell
Cl. C.C.

Filed in Court
May 18th 1859
Lott F Caldwell Cl. C.C.

Adair Circuit Court

James McMillen & Others Pltffs
against
John Bryant & Others Defts
&
James Bryant Pltff
against
John Bryant Defts

Answer of Deft John Bryant to the Cross Petition of James Bryant

and Cross petition

The defendant John Bryant for answer to the cross Petition of James Bryant filed in this suit against him says. That is true as stated by the said James Bryant that this defendant sold to said James Bryant the tract of land in controversy and described in the title Bond filed by him at the time for the price & upon the terms stated by said James Bryant in his answer & cross petition.

He admits that he executed the title bond aforesaid in good faith and that he intends in good faith to comply with the obligations in said bond & he intends to convey said land to said James Bryant by deed with clause of general warranty as soon as he is enabled to do so, that he has a good title to said land & he is advised he can make it manifest.

He admits that if said land is taken by superior or different title he will be bound to refund to said James Bryant what he has paid to him for said land with interest & for all lasting & valuable improvements he may have put upon said land, this deft does not know what the improvements put upon said land by said James Bryant are worth, but whatever they are worth over

& above the rents he is willing to pay said James Bryant in the event said land is taken from him but he denies the right of the Plffs in this suit to recover said lands Answer having answered he prays to be dismissed with his cost & for all proper relief

Hardin & Co
attys

John Bryant says he believes the statements of this answer are true

his
John + Bryant
mark

Sworn to before me by John Bryant this 14th day of May 1859

Junius Caldwell
C. A. C.

James McAllister

vs

Aff

John Bryant

Filed Decr 1st 1859

Test

Junius Caldwell

C.A.C.C

Filed in Court
December 1st 1859

taking said deposition, He states that he done nothing to prevent the attendance of sd witnesses that he done all he could to procure their attendance before the Examiner to take their depositions, this motion is not made for delay, but that he may obtain justice

John his ✗ mark Bryant

Sworn to before me by John Bryant
Nov 23rd 1859 Junius Caldwell C.A.C.C

Adair Circuit Court

James Miller & Pltffs
etc
against
John Bryant & Deffts } Affidavit

John Bryant states that he is not ready for the trial of this case at this Term, he states that Joseph Bryant, William Smiley, George W Calhoun, William Bryant and Bacon Bryant ~~and~~ & Mr. Elder are all material witnesses for him on the trial of this case, affiant states that he can prove by Joseph Bryant, that the original contract for the sale & purchase of the tract of land sued for by Plaintiffs was cancelled, annulled and set aside by Plaintiffs Hatten Samuel Miller and affiant and that the title bond was by the agreement & contract of said Samuel Miller & affiant to be given up to affiant, and after the agreement & contract for the tract of land sued for, was cancelled set aside affiant sold to said Samuel Miller an enclosure of land out of ~~said~~ the tract first sold to said Miller supposed to contain fifty acres more or less, and that affiant paid back to said Miller all the purchase money except the agreed price for said boundary of land, and that said Miller took possession of said boundary of land under

said last purchase shows on it
until he died.
He can prove by William Smiley
& George W. Calhoun the same facts
that Joseph Bryant will prove
which are true, He can also
prove by sd Smiley & Calhoun that
said boundary of land which is not worth
more than $1.25 per acre & that
there is not more than thirty or
thirty five acres in it, which is true,
He can ~~also~~ prove by ~~said~~
~~Calhoun William Bryant~~
Baam Bryant that he affiant bought
said boundary of land after
the death of said Samuel Miller
from James Miller & Jacob Miller two of the
Plaintiffs who represented they had a right of the entire
sons, and paid them
an improve gray horse at worth
sixty five dollars, for which is
also true, He states that he
gave notice to take the depositions
of the above witnesses on last
friday & to continue from day
to day until taken & has all
the witnesses summoned to
attend at the examining office
in Calhoun County Ky on that day
and on that day the deposition
of only one witness Alexander Bryant
was taken, the most of the other
witnesses were in attendance
and all present were requested
to return the next day by the
affiants counsel & the Examiner,
He states the sd Witnesses did not
return according to adjournment
& affiant was prevented from

name worth about $8.00.

James M. Miller
vs
Others

Depos of
Elijah Lodah
Francis McElroy
Henry Light
James LoHoyd

"Ted

John O Bryant
vs
Others

1859 Novr 12th Returned
by J. S. Browning Examiner
and filed.
Test Junius Caldwell
C. H. C.

The deposition of Elijah Leach taken pursuant to notice herewith filed on Friday the 11th day of November 1859 to be read as evidence on the part of the Plaintiffs in a certain suit in Equity now pending in the Adair Circuit Court wherein James M. Miller, Jacob Miller and others are Plaintiffs and John Bryant Sr, and others are defendants; who being of lawful age, and first duly sworn in answer to the interrogatories of Plaintiffs Counsel deposes and says.

Question By Plaintiffs Counsel.

Do you or not know that Samuel Miller deceased, the Father of the Plaintiffs purchased of the defendant, John Bryant Sr, a tract of land lying in Adair County Ky? And did you or not have in your posession a title-bond from the said John Bryant to Samuel Miller, for a deed for said land?

Answer Of my own personal knowledge I do not know of the purchase but only from hearsay I did have such a title bond in my possession I cannot read myself but I have the bond read several times and by different persons

By Same:

Where was the land situated & lying that was mentioned in the title-bond

and how many acres did it call for?
Answer On the South side of Rifells Creek in Adair County Ky. It called for one hundred and fifty acres
By Same.

When and how did you come in possession of this title-bond? and what did you do with it?
Answer to Mrs Miller the Widow of Samuel Miller Decd was returning from his burial in company with several of her neighbours she stated that she did not feel it safe to keep this title bond in her own possession, and she was advised by them to put it in possession of some of her neighbours to keep for her, and she selected me and I took it and kept it untill she called for it & I then delivered it to her
By Same

Do you know what became of it, after you gave it up to Mrs Miller?
Answer, I know nothing more about it only from hearsay
By Same.

Who was in possession of the land mentioned in the title-bond at the ~~to~~ death of Saml Miller?
Answer Samuel Miller
By Same.

Did or not his widow and children remain in possession of this land after his death? if so how long did they continue in possession?
Answer, They did remain on the land some few months after the death of Miller

By Same. ~~After they left it,~~

Who came into possession of it after the widow and children left it?

Answer After she left it young James Bryant son of defendant John Bryant came in possession of it and remained on it probable two years

By Same.

What was the rents & profits of that land worth per year, whilst it was in possession of Said James Bryant?

Answer I suppose it to be worth some seven or eight dollars per year

By Same

Who came into possession of it after Said Bryant left it? and how long did he remain in possession?

Answer James Bryant son of William Bryant and is there yet

By Same

What was the rents & profits of it worth a year whilst it ~~was~~ has been in the possession of Said James Bryant?

Answer From seven or eight dollars and rising till about the last two years the last two years it was worth some twenty five or thirty dollars

By Same

What have they been worth on an average for the last five years

Answer I think about seventeen dollars

By Defendants Counsel

Do you know of your own

personal knowledge that the Defendant John Bryant was receiving and delivering to Samuel Miller the ancestor of Plaintiffs a title bond for the conveyance of 130 acres of land or any other quantity of land in Adams County?

Answer I do not of my own personal knowledge

By Same

Do you know that the Defendant John Bryant received for the title bond lodged with you by Mr Miller,

Answer Not of my own personal knowledge

By Same

Do you know the contents ~~matter~~ of the paper Mr Miller deposited with you after the death of Samuel Miller,

Answer Only as it was read to me as I cannot read,

By Same,

How much cleared land was cleared, when Miller moved on the land living, how much was cleared at his death,

Answer I think about four acres and I have no recollection any more being cleared during his life

By Same

Was not that four acres considerable; Mr Fuller moved it at his death,

Answer It was enclosed but not with a very good fence

By same

Was not the improvements made on it by Saml. Bryant the two years he lived on it worth more than the rent of the farm each year,

Answer Yes I think they were

By same,

~~Was~~ Was not the improvements made & put on the land by James Bryant, since he lived on it worth more than the ~~rent~~ annual rent of the land,

Answer I should think the improvements would not lack much of being worth the rents

By same

State how much land James Bryant has cleared ~~on~~ since he has been living on the land, state what it is worth to clear & fence it, state the houses he has built and what it is worth to build them, & the value of the valuable improvements he has made on it worth,

Answer I do not precisely know how much land Jame Bryant has cleared probable some ten or eleven acres, I would suppose it is worth to clear and fence it some thirty five or forty dollars. I do not recollect of his building but one tobacco house I think the building of that worth some ten or eleven dollars

By same —

State what it is worth to cut split and haul & put up five thousand rails,

Answer I suppose its to be worth some twenty five dollars if the rails are not to haul too far

Reexamined.

Have you or not heard the title bond you have so often spoken of, read at different times by different persons?

And did you or not understand its contents to be as you have stated?

Answer I have and so understood its

By same.

Does or not the defendant James Bryant hold the possession of this land under his co-defendant John Bryant?

Answer He does

By same,

Have you or not heard the said James Bryant cautioned not to purchase it of John Bryant, as he had sold it before to Samel Miller, and had executed & delivered to him his title bond therefor?

Answer I never heard him cautioned

Test

Jno J Browning

Elijah his ✗ mark Leach

Also the deposition of Francis McElroy taken at the same time and place, and for the purposes mentioned in the caption, who being of lawful age, and first duly sworn in answer to the interrogatories of Plaintiff Counsel deposes and says.

Instru by Pltffs Atty

State what you know of John Bryants selling to Samuel Miller 150 acres of land in Adair County, Ky. and you know anything said trade,

Answer I know nothing personally of the sale After the death of Samuel Miller Mrs Miller the widow of Samuel Miller brought to me a title bond purporting to be a title bond executed by John Bryants to Samuel Miller for 150 acres of land lying on the south side of Russells creek I kept said bond something like eight months and then delivered it to Mrs Miller

By Same. Did you or not read this bond, if so state its contents as well as you now recollect?

Answer I did read it It was a bond for a title for 150 acres of land on the south side of Russels creek

By Same Did or not Sam. Miller die, on said land. & Did or not his widow & children remain on it for some time after his death, if so how long

Answer So I was informed I was there but once that was after Samuel Miller death they were then on it

(8th)

By defendants Counsel
State if you have met
state all your knowledge about the
matter.

Answer I have
Yeats
Jno. Browning

Graces X McElroy

Also the Deposition of Henry Light taken at the same time and place who being Sworn
Question by Plff.
State whether or not you owe
land adjoining the land in controversy
in this suit if so when Answering
Answer I did and at the time the land was
sold to Miller and lived there untill some
time after Millers family moved away
By same, state all that you know about the
matter and trade any way.
Answer I lived there at the time, the trade was
made. Mr Miller was to get 150 acres of land
on the south side of Russels creek for which
Mr John Bryant executed to Miller his title bond
I read said bond and after that I understood from Miller
that they made another arrangement that Miller
was to get 50 acres of land or a certain boundary
more or less which Miller thought 50 acres but
*witness thinks but thirty five or forty acres and
this binds on the creek mostly second bottom land
and there was no writings drawn in this last
contract that I have any knowledge of
By same Does or not this tract of thirty-five
or forty acres, lie on the upper end

*adjourned till 9 o'clock the 12th * met pursuant to adjournment

of the tract in controversy in this suit?
Answer It does
By Same. How long before the death of Miller was it ~~before~~ that this last contract or agreement was made?
Answer I think not more than a week or ten days at the out side.
By Same Did you or not hear Miller say that he would not complete this contract, untill he could come to town, and have it reduced to writing?
Answer I heard Miller say that they had not drawn writings so but that Alexander Bryant the man they called on to do the writing did not understand how to draw up a bond and he Miller would wait untill Monday and come to town and have a right made ~~writing written~~
By Same do you know that this "right" was ever made?
Answer I do not
By Same. State the terms of this last contract as you heard them from Miller?
Answer I think that Miller told me that he was to take a certain boundry and that Bryant was to pay him back a yoke of oxen that he had paid Bryant in the first contract and five hundred pounds of pork and a cow & calf
By Same. Was or not Bryant to ~~ex~~ give Miller up his note for $10 that he held on him?
Answer I heard something said about a note but do not now recollect what it was

By Same. Did or not Miller say that that he was to take this tract of land supposed to be 150 acres the yoke of steers, cow & calf, and 500 lbs of Pork and that he and Bryant were then to be even?

Answer Miller was talking to me something about it but I cannot recollect whether, Miller was to pay the note and be even or whether they were to be even without his paying the note

By Same. Did you or not hear the defendant, John Bryant, say that he got hold of the title-bond you have spoken of?

Answer I heard him say that he got it back from the widow

By Same If he told you, tell by what means he got it?

Answer I heard Mr Bryant say that the widow told him that she wished to sell her land and he asked her what she would take for it, she ~~to~~ told him one hundred dollars - he Bryant told her he had a horse he asked one hundred dollars for that he would give her for the land and she agreed to take it - and he Bryant then obtained from her his title bond and said that he put it in the fire

By same. ~~The land claimed by the widow~~ Was or not the land claimed by the widow, the 150 acres of land purchased by her husband of John Bryant

Answer I think the last boundary supposed to be fifty acres (more or less) was all the land that widow claimed

By Same. Did or not the defendant John Bryant tell you that he had scared the Miller boys (meaning the Pltfs) off to Pulaski, and that he then got the title bond from the widow and put it into the fire?

Answer I heard John Bryant say that the boys got scared at the war or something only his talking to them they got scared and went off to Pulaski County and the widow said that she then wanted to sell her land and go too to Pulaski

By Same What was this scare had of land worth, when you first heard that Miller had purchased it?

Answer I would suppose at that time it was worth something like one hundred dollars

By same, Do you know whether or not, John Bryant, ever paid to Saml Miller, the yoke of steers, cow & calf, & 500 lbs of pork?

Answer, I know that Miller got the cow & calf the yoke of steers he made another arangement with Bryant in which Bryant was to make rails and put up fence on this fifty acres for the yoke of oxen he therefore did not bring them home and Bryant kept them to the best of my recollection the rails were not made

Cross Examined

By Defendants Counsel

Did not John Bryant make

a contract with Miller again to build for Miller a big house and make 1000 boards for the yoke of oxen he had sold Miller ~~and~~ and he not build the house & make the boards.

Answer I know nothing of that arrangement

By same

Did not the widow of Miller want to sell the boundary of land you have spoken of, before your brother John Bryant say the Miller boys got scared about the new

Answer I do not recollect

By same,

Did not Miller and Bryant revise the contract ~~that~~ they had made of the sale & purchase of the 150 acres of land, and did not Miller buy from Bryant a certain boundary of land supposed to be fifty acres ~~of land~~ more or less, for which said Miller gave Bryant a yoke of oxen 500 pounds of pork & a cow & calf.

Answer I heard Miller say that him and Bryant had made a new contract and he was to take a certain boundary of land and that Bryant was to give him a yoke of oxen a cow & calf and five hundred pounds of pork as I have before stated

By same

Do you know the boundary of the fifty acres more or less if you do mention what was the beginning thereof

~~was~~ was it harmless

Answer I think that the boundary commenced at a poplar stob near the Bank of the creek then running south either to Bryants or Calhoons line then east to Bryants Corner thence north with my line to the creek therewith the creek to the begening This is the boundary as stated to me by Miller

By same

Sir did Miller tell you that he had sold to Bryant the yoke of oxen, he Bryant had sold him in part pay for this boundary of land you have just described,

Answer Yes sir he did for making rails and puting up fences

By same, how much land was cleared Juneleva on that tract of land of 150 acres out of which the boundary you have discribed is included

Answer I think about four acres, this is all within that boundary

By Same.

Do you know whether or not John Bryant, built a log house or made and put up rails on the 50 acre boundary?

Answer He built a cabin for Miller before Miller moved there for meant to move in, and before the second contract was made

By Defts Counsel

Sir did Miller move from

Bulerston, and did not his widows people live in Pulaski said she did not go back to where they lived

Answer they did Henry Light

Also the deposition of James L Floyd taken at the same time and place and for the same purpose

By Same.

State whether or not you are acquainted with the 150 acres of land in controversy in this suit? If so how long have you been acquainted with it?

Answer I am acquainted with the land or what is said to be the land and have been some ten or eleven years.

By Same,

What is the annual rents and profits of said land now worth? And what have they been worth since you have been acquainted with it?

Answer The rent of the place at present is worth thirty dollars and has been for two years last past; from that time back I suppose it to be worth fifteen dollars per year on an average.

By Same,

Do you or not know that James Bryant is now living on a portion of said

land? and that he claims to have purchased it of his co-defendant John Bryant?
Answer. yes James Bryant has been in possession of a part of it for some five or seven years.
By Same, What are the annual rents and profits, now worth of that portion which he has in possession? and what have they been worth on an average since he has had it in possession?
Answer It is the same as I have before stated his possession covers all the cleared land.
By Same,
Did you or not hear the defendant, James Bryant, say before he purchased this land of his co-defendant John Bryant, that it was in dispute, and claimed by Saml Miller's heirs?
Tell what you heard him say on this subject?
Answer I told James Bryant that I would not buy the land yet that he might buy a lawsuit that I had heard that the Millers had some claim on it and I told not to buy untill it was decided he then told me that it was thrown out of Court but he did not care that his uncle

John Bryant ~~st~~ stands good to ~~ma~~ him
Cross Examined
What are the lasting & valuable improvements put upon said land by Deft James Bryant worth,?
Answer I suppose the labour in making the improvements ~~that~~ has been put upon the place since James Bryant has been on it could not be done for less than $75 or $80
By same
Is it or not true that the improvements that have been put upon said land since James Bryant went there are worth, more than ~~them~~ the rents of the land during that time
Answer I do not think it is
By same. When & where was it your had the conversation with James Bryant about the Miller claim to the land, & who was present,
Answer It was at John McDaniels black smith shop and John McDaniel was present it was a short time before James Bryant bought the land
Reexamined
What improvements have been put on this land since it has been occupied by James Bryant?
Answer I think he has built ~~a~~ couple of tobacco houses and some other little buildings he has cleared between twelve and eighteen acres of land and fenced a part of it,

and done some work on the dwellinghouse
By same, Were or not the
tobacco houses very rough &
unsubstantial?
Answer They were and they are not worth
much.
By same. How many rails
did he make, and put up?
And what was it worth to
make and put them up?
Answer All the fencing he has done could
be done with three thousand rails, and they
are worth about seventy five cents per hun-
dred to make and put them up I am having
rails made at thirty cents per hundred and
can get them made and put up on my
place for fifty cents per hundred
By same.
What is the quality of
the land fenced by him?
Answer The most of it is bottom land and
is tolerably good upon an average it will
bring six barrels of corn to the acre
By Defts Attorney
How much was it worth
per acre to clear swamp land,
Answer I suppose its to be worth from two
to three dollars per acre James L Floyd

State of Kentucky Adair County

I John J Browning Examiner for Adair County do certify that the foregoing depositions of Elijah Leach Francis McElroy Henry Light and James L Floyd were taken before me and was read to and subscribed by them in my presence and the said Leach McElroy Light & Floyd having been first sworn by me that the evidence they should give in the action should be the truth the whole truth and nothing but the truth and their statements reduced to writing by me in their presence the Attorneys for the plaintiffs and defendants being present at the examination

Given under my hand this 12th day of November 1859

Jno J Browning
Examiner

Bill of Cost

Examiners fee $4.00
Witnesses 3.00

John Bryant Sr. &c

vs

Depo. of
A Bryant

James M. Millede

1859 Novr. 19th
Returned by Jno. S.
Browning & filed
Test Jimmy Caldwell
Co. Clk

The deposition of A. Bryant taken pursuant to notice herewith filed, at the Examiners office of Whitewoart in the town of Columbia Adair County Kentucky on Friday the 18th day of November 1859 to be read as evidence on the part of the defendants in a certain Suit in Equity now pending in the Adair Circuit Court wherein James M. Miller and others are Plaintiffs, and John Bryant Sr and others are defendants

Who being of lawful age, and first duly sworn deposes and says

By defendants counsel

What is your age occupation and place of residence

Answer I am in my 38th year my occupation is a farmer & a blacksmith my residence is Adair County Ky.

By Same were you or not acquainted with Samuel Miller the father of plaintiffs & are you or not acquainted with the plaintiffs.

Answer I was acquainted with Samuel Miller the father of the plaintiffs some six weeks ~~before his~~ before his death. and was acquainted with his children at that time but not sufficient to assignate them by name

By Same Do you or not know that the defendant John Bryant deed to the decedent Samuel Miller a tract of land in Adair County & if so when was it, how much land

did he sell him & how much was he to give for it & where was the land situated,
Answer I do know that the deffendant John Bryants sold to Samuel Miller a tract of land in Adair County My recollection is that it lay on both sides of Rufsells Creek My recollection is that the tract first sold was to contain 100 acres I do not recollect what he was to give for it I was not present when the first trade was made but heard this afterwards from both Bryant & Miller they being both together at my schoolhouse
By Same. Please tell how they came to tell you about the trade please tell all that was said & done by said Miller & Bryant at that time
Answer I was called out at my school house where I was teaching school to go with them & draw a new bond they had nulifiede the first trade I went with them & when we got to John Bryants I called for the old bond it was not present I then stated I dident think it was nessary to have out 2 bonds state the case to me & get the old bond before they rote a new one they sed to me that said Miller had bought a parcel of land on the south side of Russels Creek begining at a sugar tree an poplar standing on the bank of the creek thence south to John Bryants line thence East with that line to his corner thence North with said line to the creek & thence with the creek to the begining & said Bryant was

to give him back one yoke of oxen
bilel him a house & make it redy to live
in & let him have one cow & calf
five ~~hundred~~ pounds of neat pork
& make & put up 500 rods fence
& Saiel Miller was to have Saiel
boundry of land be it more or
less ~~B~~ Saiel Miller stated that he
was a sick man & Saiel land
~~By Same,~~ was as much as he
should ever need

By Same —

Said on not John
~~Bryant~~ / Miller say in
that conversation that
Bryant was to have the old
house given up to him,
and that he was to get it
from Leach who then had
the possession of it,

Answer the old Band was to be give
up to John Bryant

By Same,

Said on not John
Bryant pay back to Miller
the yoke of oxen & two pannes
of pork a barrel, and
said he on not build the
Cabin according to his agreement,

Answer Saiel Miller got the oxen
Cow & Calf & the house & the pork

By Same; Was or not the first trade entirely
Cancelled & did or not said Bryant pay back
in full for the land he had bought back from him
Miller

Answer Said Bryant & Miller both said so

By Same How much land was in the second boundary & was it or not part of the land embraced in the ~~second~~ first boundary.

Answer Said land was apart & parcel of the first boundry I suppose between 30 & 40 Acres

By Same How much was the yoke of Oxen Cow & calf. 500 pounds of pork & the bureau worth,

Answer I suppose the oxen $50.00 the horse $25 the cow $12 the about $20.00

By Same How much was the tract land embraced in the second boundary worth,

Answer at the time of purchase I suppose the land to be worth $1.50 cts per Acre.

By Same, did or not John Bryant pay to Seth Miller in land property labour & more than two hundred Dollars for the land back that he first sold him,

Answer I suppose Said Bryant paid Said Miller about $158.50 cts

By Same. Do you or not know that the defendant John Bryant bought from the widow & children the 30 or 40 acres of land that Seth Miller got of him and did he or let them have on iron gray horse for it tell all you know about this trade

Answer I dont know as to the Contract only from report I have

they got the horse & Bryant the land back

By Same did you or not see the horse in the possession of the Pltff. James M Miller,

Answer I saw some of the boys with the horse

By Same What was the horse worth

Answer I suppose the horse to be worth $65.00

By Same Was or not the defendants John Bryant & James Bryant, & those claiming under them had said land in their possession claiming it adversely ever since you saw the horse in the possession of some of the Pltffs

Answer that is my understanding

By Same Became they or not been living upon the land using & enjoying it as their own ever since that time

Answer, Jam.s Bryant Moved on the land next after millers & after him James Bryant & he has lived on it ever since

By Same. Did or not Samuel Bryan claim said land under the deft John,

Answer he died

Cross examination by Deft Atty.

State whether or not the two oldest Children of Saml. Miller moved from the County to Pulaski before their Mother died before John Bryant got the land back

Answer I cant say

By same. Was or not all of the Children of Sam'l Miller under age at his death
I cant say they was all under age nor that they wasnt
By same, If any of them were over 21 years of age please state which one or more of them was, I dont know
A.
By same was any of them under 21 years of age if so how many
Ans. they was ares under 21 years old how many I cant say
By same, You state in answer to a Question of Defts that they got a Horse from John Bryant & he got the land back — please state who you mean by "they" whether you mean the Children or the widow or who that got the Horse.
Answer I cant designate any one I mean the widow & family or part of the family
By same. Did you ever see the widow or Nat or Sam Miller in possession of the Horse.
Answer I aint willing to say I did no doubt
By same. Did you ever see more than one of Sam'l Millers Children in the possession of the Horse if so how old was the one you saw with the Horse?
Answer I, cant say I ever saw any certain one of the family & point out the one I saw some of them with the horse I cant say what age

By same. Did you ever see the widow with the Horse.

Answer cant say I did

By same. — Is or not all that you know of your own knowledge about that matter about this — John Bryant got the land in possession when Saml Miller died & you saw some one of his family with a Horse that John Bryant formerly owned —

Answer I dont think I know any more personly

By same was or not that Horse aired with the ring-bone?

Answer dont now

By same — When did Saml Miller family move back to Pulaski, and from what place did they move

Answer I suppose they moved from that place to Pulaski in the year 46

By same. State whether or not they lived in the House that John Bryant built on the land in Controversy after Saml Miller died

Answer they did

By same Is James Bryant living in the same House now

Answer he dont

By same — State what the land in Controversy is now with —

Answer I dont know I suppose $3 or $3.50 ¢

By same is or not the most of it good Creek bottom

Answer I cant say any or it is good Bottom land

By same. What is that land worth out per year in its present condition

Answer dont know

By same. State whether or not you know that John Bryant got back the yoke of steers that he was to give Saml Miller for the land he bought back of him

Answer I dont know

By same did Saml Miller have those oxen when he died

Answer cant say

By same. State whether or not you ever saw the bond that John Bryant originally gave to Saml Miller for the land on Russells creek

Answer Dont think I ever did

By same, State if you know its contents

Answer do not have any one personal knowledge

By same — When Miller & John Bryant came to your School House did they tell you the contents of the bond

Answer dont think they did

By same — There was no writings between Miller & Bryant in relation to said land except the bond from Bryant to Miller was there

Answer none as far as I know

By same — How long did Miller live after he & Bryant met at your School House

Answer — Cant say no precise time I suppose between 3 & 6 weeks

By same — did Miller tell you there was only one hundred acres embraced in

the land & that it lay on both sides of Rupell's Creek or how did you come to that conclusion or are you distinct in your recollection as to these points

Answer am not positive as to number of acres neither positive to its laying on both sides of the creek

By same - ~~Q~~ I understand you the trade that Miller & Bryant mentioned to you was this - Bryant was to let Miller have a yoke of oxen back a cow & calf & build him a House and 500 rails & work ready to livin, Miller was by that agreement to have the agreed boundary and Bryant was to have all of the original purchase outside of that?

Answer of course said Bryant was to have the balance back

By same. state whether or not Bryant was to come to town in a few days and make Miller a deed for the land he bought

Answer Miller said he thought in a few days he would be able to come to town & have a deed

By Defendants Counsel

What you have stated in relation to the contents of the title bonds Miller held on Bryant, was it not from what Miller told you. ~~after~~

answer it was

By same

Do you or not from your recollection, that Miller told you that the title was for one hundred acres

Answer my best recollection is that it was one hundred acres

By same

Are you or not certain in your recollection that Miller said that the title was well vested, and not to bind said ~~Miller~~ Bryant

Answer, he did, J. J. Bryant

~~By same~~

~~Answer not Bryant~~

Adjourned till 9 o'clock tomorrow A.M.

Met pursuant to adjournment Nov 19th 1859.

The deposition of Taken at the same time and place and for the same purpose the witness being of lawful age and duly sworn deposes and says as follows

H
111

State of Kentucky Adair County

I John J Browning examiner for Adair County do certify that the foregoing deposition of Alexander Bryant was taken before me and was read to and subscribed by him in my presence at the time and place and in the action mentioned in the caption and the said Bryant having been first sworn by me that the evidence he should give in the action should be the truth the whole truth and nothing but the truth. and his statements reduced to writing in part by me in his presence and by him in my presence the Attorneys for the plaintiffs and the defendants and their Attorneys being present at the examination

Given under my hand this 19th November 1859

Jno J Browning Examiner

Examiners fee	$2.00
Supoena	20
Witnesses fees	1.50

John Bryant &c

vs } Repo DB
Bryant &c

J. M. Miller &c

1860 Nov 16th
Returned by J S
Downing Sheriff
Filed
Test J Caldwell
Cl C C

(1st)

The deposition of Daniel B Bryant taken at the examiners office in the town of Columbia on the 16th day of November 1860 to be read as evidence in an action in the Adair Circuit between James M Miller and others plaintiffs and John Bryant, defendant, the witness being of lawful age and duly sworn deposes and says

Question by Deft John Bryants Counsel.

Do you or not know that John Bryant sold to Samuel Miller a tract of land in Adair County about the year 1844

Answer

I have heard both parties say so it was about that time

By same How much land was in the survey and what was said Miller to pay for it

Answer

I do not know

By same Do you or not know that Samuel Miller was not able to pay for said land and that said John Bryant had to take or buy said land back from said Miller or the most of it, State all you know about it

Answer

I know that Miller could not pay much. I heard James M Miller & I think John Miller and also their mother acknowledge after the death of Samuel Miller that John Bryant contracted for and taken back a portion of the land back in the life time of Samuel Miller

By same Do you or not know that after the

death of said Samuel Miller that the widow sold the balance of said land back to said John Bryant with the consent of the children if you all know on this subject.

Answer

This was my understanding John Bryant was to give them a horse and move them to Pulaski County and also to give them up the notes he held on them and they give up their claim on the land. The Widow and all the children but Jacob & John were present and think John was present, I know that John Bryant let them have the horse and moved them

By same How much was the horse worth & how much was it worth to move them to Pulaski Co.

Answer

I suppose the horse to have been worth at that time fifty dollars and to move them was worth ten dollars.

By Plff atty What quantity of land did John Bryant originally sell to Saml. Miller and at what price

Answer

I do not know

By same What part of the land & at what price did John Bryant buy back from Saml. Miller

Answer

I do not know

By same Was there any writings drawn between John Bryant and Saml. Miller in either of the trades about the land

1850.

Answer

In the first trade I have heard both parties say there were I ~~heard nothing~~ have no knowledge of any writings in the second

By Same — How many Children had Samuel Miller at his death & what were their ages.

Answer

They had five or more I would suppose Jacob to have been about twenty six James I would suppose about twenty ~~twenty~~ three or four John about twenty and Nancy about eighteen and the others younger

By Same How long did Samuel Miller live on the land he bought of John Bryant

Answer

about six months

By Same — How long did his family live there after he died?

Answer

I think some six or eight months

By Same Were you present at the time John Bryant contracted to take the land back

Answer

when they first made the contract I do not know that I was present

By Same Who was the contract made with

Answer

I cannot state whether it was James or the widow or both of them

By Same Was there any writings between them about the land

Answer

Not that I have any knowledge

By same. What quantity of land did John Bryant get by the arrangement with the widow and James Miller

Answer

I have no knowledge of the amount

By same. Did any one take any part in the trade except the widow & James —

Answer

Not that I heard

By same. Was or not Some of Saml. Miller's children in Pulaski at the time you speak of Moving the family

Answer

My impression is that Jacob Miller was in Pulaski at that time

By same — State what the rent of the land that Saml. Miller bought of John Bryant has been with you year since 1846.

Answer

There were about four acres cleared land on it and I suppose it may have been rented at about four dollars a year

By same. State whether or not there was any thing said about a title bond at the time you speak of John Bryants contracting with the widow.

Answer

There was something said about a title bond but I do not recollect what it was

By Same State whether or not you are a son or relative of John Bryant

Answer

I am a son of John Bryants

Daniel B Bryant

Also the deposition of Joseph Bryant taken at the same time and place and for the same purpose the witness being of lawful age and duly sworn deposes and says

By John Bryants Attorney-

Do you or not know the tract of land that John Bryant sued to Samuel Miller some years since & if so how much land was there in the survey - & did or not said Samuel Miller tell you how much there was - & tell you the lines

Answer

I know the tract of land - there were one hundred acres in the tract that he was to have Samuel Miller ~~to me~~ told me there were one hundred acres and also told me the lines

By Same did or not Samuel Miller tell you that he had sued back to John Bryant a part of said land tell all he told you on this subject -

Answer

I hapened with Samuel Miller one night and he told me that him and John Bryant had been trading again and that he had sold him a part -

of the land back. John Bryant was to take back all the land on the north side of Rufsels Creek and he Miller was to keep all on the south side of Rufsels Creek. begining at a sugar tree on the south bank of Rufsels creek running a south course to John Bryants line and with his line around to the creek again and then with the creek to the begining

By same How much land was there in the boundary that Miller was to keep -

Answer

I think about forty acres

By same did or not said Miller says that the old lands was cancelled or done away with -

Answer

He did

By same did or not said Millers sons tell you after the death of said Samuel Miller that they & their mother had sold the balance of the land to John Bryant -

Answer

They did I think Jacob James told me this

By same do you know what John Bryant was to give them if so state what it was & whether or not he paid them -

7th

He was to give them a horse and to move them and also the notes that John Bryant held on them I know they got the horse and that he moved them

By same did or not Samuel Miller tell you that John Bryant paid him up for the land he Bryant was to take back

Answer

He did

By same was there any improvement on the land when Miller left it if so how much

Answer

There were two small cabbins and about three or four acres of cleared land and no fence around it, as near as I can recollect

lerof Examined

Do you or not know that John Bryant was to give the Millers one yoke or two, of oxen in addition to the horse and notes for the land he bought back of them?

Answer

He gave one yoke of oxen as the old man Miller, told me

By same What became of those oxen?

Answer

Miller got pork of John Bryant and I think he let Bryant have them back for the pork

By same—Did or not John Bryant get the lease back that he let the Miller have for the balance of the land he bought back of them?

Answer

He did not, to my recollection

By same.

What quantity of land did John Bryant sell originally to Saml Miller, and at what price an acre?

Answer

He sold him one hundred acres I do not know what the price was only the Yoke of Steers

By same.

What quantity of this land did the said Bryant buy back, from the said Miller? and at what price per acre?

Answer

He bought all back but a certain boundary on the South side of Russels Creek. all the land on the North side of the Creek I do not know the price

By same. Please give the boundary of the land that Miller retained after selling back to Bryant?

Answer

Beginning at a Sugar tree

and a poplar stump on the south bank of Rufsels Creek thence south to John P Bryants line and with his line around to Rufsels creek and with the Creek to the begining

By same. Was there any writing drawn between John Bryant, and Saml Miller in either of their land trades?

Answer

Answer

I never saw any writings Sam Miller told me there was in the first

Joseph Bryant

Adjourned untill tomorrow Noon 16th 1860

Jno P Browning

Noon 17th Met pursuant to adjournment

State of Kentucky Adair County

I John S Browning Examiner for Adair County do certify that the foregoing depositions of Daniel B Bryant and Joseph Bryant, was taken before me and was read to and subscribed by them in my presence at the time and place and in the action mentioned in the caption. the said D B Bryant & J Bryant having been first sworn by me that the evidence they should give in the action should be the truth the whole truth and nothing but the truth and their statements reduced to writing by me in their presence the plaintiffs Attorney and the defendants and his Attorney being present at the examination

Given under my hand this 17th day of November 1860

Jno P Browning Examiner

Bill of Cost
Examiners fee $200

Adair Circuit Court

J M Miller &c Pltffs
against } Affiant
John Bryant &c Defts.

The affiant John Bryant says he is not ready for the trial of this case at this Term of the Court ~~be to~~ because he has not had an opportunity to take the depositions of Thomas Elder & William Bryant who are material witness for ~~than~~ him he can prove by said Bryant & Elder & it is true that the ~~improvements~~ lasting & valuable improvements ~~on~~ put on said land by affiant and James Bryant who lived said land under affiant ~~are worth the~~ since affiant took said land back from plaintiffs intestate ~~on~~ & the pltffs are worth three hundred & fifty Dollars. He had a notice served some time before this Term of the Court to take depositions & he took several depositions, & he had said Bryant & Elder both summoned to give their depositions but neither of them attended said Bryant's daughter was at the time very sick & not expected to live. She is still living but is yet very sick & not expected to live and said Bryant cannot leave his sick daughter, & ~~said~~ cannot attend, to give his deposition said Elder did not attend,

He at another time previous to the one above stated had notice served to take depositions & said Elder did

Bryant were in attendance but ~~they~~ he cannot get an Examiner to take the depositions He prays for a continuance not for delay but that justice may be done.

John Bryant
mark

Sworn to before me by John Bryant this 29th day of November 1860

Junius Caldwell C.C.C.
By James T Page D.C.

J M McCleer &c
vs
Affd
John Bryant &c

Filed in court November 29th 1860
Test Junius Caldwell C.C.C.

The deposition of William Bryant taken at the office of T. Cravens in the town of Columbia Adair County Ky on the 17th day of May 1862 to be read as evidence in an action in the Adair Circuit Court between James W Miller & others plaintiffs and John Bryant defendant the witness being of lawful age and duly sworn deposes and says in answer to questions by defendants Counsel

Question by defendants Counsel

Have you or not been heard the Plaintiffs after the death of their Father claim any of the land now in controversy in this suit, except the boundary of about thirty acres.

Answer

I never heard the plaintiffs claim any more after the death of their father the Millers offered to sell me that boundary supposed to be thirty acres more or less

By same

Did you or not hear Samuel Miller the Father of Plaintiffs, say a short time before his death that he & defendant had rescinded the contract for the purchase of the tract of land from defendant, Did he or not also say that he done it because it was too much land for him to manage that he had purchased from deft the boundary of land above mentioned, State all

all he said on that subject in
that Conversation,

Answer

I went down to see him a short before he died he told me then that he had rescinded the trade with the defendant he had concluded to take the boundary on the South side of the Creek the amount of land mentioned in the above answer and he stated that he expected to be well enough in a day or two to come to town to get a deed from defendant for thirty acres of land more or less the above alluded to

By same

Did he or did not said Samuel Miller also tell you that the defendant had fully paid him back for the land he had bought of defendant, and that he was to deliver up to defendant the little horse, defendant had given him for the Conveyance of the tract of land he had purchased of deft,

Answer

Yes he said defendant had paid him back for the land and that he was to deliver up the little horse to defendant that he had given him for the land and Mr Miller died in a few days after

By same

State the value of the improvements defendant has put upon the land in controversy ~~since the purchase of the contract~~

Answer

I think the improvements put on it by defendant worth some three hundred and fifty dollars

William his mark Bryant

Also the deposition of Thomas Corwan taken at the same time and place and for the same purpose the witness being of lawful age and duly sworn deposes and says in answer to questions by Defendants Counsel

By State as near as you can the value of the improvements on the land in controversy in this suit,

Answer

I am now ~~living~~ cultivating ~~on~~ the land and think the improvements on the land worth three hundred and fifty dollars

Thomas his mark Corwin

State of Kentucky Adair County

I John Browning examiner for Adair County do certify that the foregoing depositions of Wm Bryant & Thomas Corwin was taken before me and was read to and subscribed by them in my presence at the time and place and in the action mentioned in the caption the said Bryant and Corwin having been first sworn by me that the evidence they should give in the action should be the truth the whole truth and nothing but the truth, and their statements ~~of the witnesses~~ reduced to writing by me in their presence. the Attorney for the defendant being present at the examination

Given under my hand this 17th day of May 1862 John Browning E.A.C.

Bill of Costs
Examiners fee $2.00
Witnesses fees & mileage 2.20

Executed on J. T. Alexander May 16th 1862
by delivering to him a true copy of the
within summons
Burton Bryant D.S.C.

J. M. Miller

vs

John Bryant et al

To May 17th 1862

J. M. Miller vs
~~John Bryant~~

vs } Report Suing

John Bryant et al

Filed in Court
November 19th 1863
Test J. T. Page Clk

T T Alexander Esqr

Attorney for James M Miller
Jacob Miller John Miller Micam Dugger
Nancy Dugger Walter Miller Henry Miller
Wm H Miller Mary J Miller Sam Miller
Take notice that on Saturday the 17th day
of this month at the Law office of Timothy
Cummins in Lewisville I will proceed to take
the depositions of divers persons to be used
as evidence on the part of the defts in
a suit now pending in the Adams
Circuit Court wherein said James M Miller
& others are pltffs & you are defts

May 1st 1862

John Bryant

Boundary of the balance of John Bryants land after deducting
57 acres cut off of said tract by an Order of Court to — Miller.
Beginning at a hickory & two Sugartrees standing immediately on
the S.E. side Russells Creek. Thence N67E 134 poles to 3 Sourwood trees
Corner to the above named 57 acres. Thence with a line of the same
North 60 poles to a poplar & Sugartree on the South bank of Russells
Creek. Thence up the same with its meanders binding on D. 57 acres
N42E 15 poles N82E 18 poles S41E 14 poles S69E 8 poles N57E 8 poles.
N34E 15 poles N24E 28 poles N38E 15 poles N20E 16 poles N78E 44
poles to a maple & white oak on the South bank of said Creek in
a line of the Macan Survey & upper Corner of D. 57 acres
Thence North 32 poles Cropping the Creek to two white & gum
standing on the side of a hill, Thence S67W 270 poles to
Russells Creek, just above the point of a cliff. Thence down
the Creek with the meanders thereof S63W 30 poles. S7W 40 poles
S21E 65 poles to the beginning John W. Johnston S.F.C

State of Kentucky
Adair Circuit Court May Term 1863

James M Miller Jacob Miller,
John Miller & others } Plaintiffs
against } In
John Bryant Sr & } Equity
James Bryant } Defendants

This day came the parties by their attornies and this cause being submitted for trial upon the pleadings, depositions, and exhibits filed it is now therefore ordered and adjudged by the Court that the Plaintiffs recover of the Defendants the tract or parcel of land situate lying and being on the south side of Russells Creek in Adair County Kentucky and bounded as follows (Lowit) Beginning at a sugartree and poplar standing on the bank of said Creek, then south to John ~~Bryant~~ Bryants line, thence east with that line to his corner, thence north with said line to the Creek and thence with the Creek to the begining and containing by estimate thirty or forty acres ~~&c~~ being the tract mentioned and described in the deposition of Alexander Bryant now on file in this case and John W Johnston is hereby appointed a Commissioner to survey said tract of land to ascertain and define it metes and bounds and make his report to this Court and by agreement of the parties the rents & profits are set off against the lasting & valuable improvements

made on said land, And it is further
ordered & adjudged that the Pltffs recover
of the defendants their costs herein expended
and the residue of this Cause is continued
until the next Term
A Copy Test James T. Page C.H.C.

J. M. Miller &c
vs } Copy order
} survey
John Bryant &c

1.64.m

Adair Circuit Court.

James. M. Miller. Jacob Miller
John Miller & others. Plaintiffs } Judgment.
against
John Bryant Sr. & James Bryant, Defendants

This day came the parties by their attornies, and this cause being submitted, for trial, upon the pleadings, depositions, and exhibits filed, its is now therefore, ordered and adjudged by the court, that the Plaintiffs recover of the defendants the tract or parcel of land, situate, lying and being, on the South side of Rupell's creek in Adair County Kentucky, and bounded as follows (to wit) . Beginning at a sugar tree and poplar standing on the bank of said creek thence South to John Bryants line, thence East with that line to his corner, thence north with said line to the creek, and thence with the creek to the begining, and containg by estimate ~~between~~ thirty or forty acres. It being the tract mentioned and described in the deposition of Aleander Bryant now on file in this case.

~~It is further ordered and adjudged that~~ And John, W. Johnston is hereby appointed a commissioner to survey said tract of land — to ascertain and define its meets and bounds, and (~~or and on~~ make his report to this Court, and by agreement of the ~~behalf of the said John Bryant Sr. & James~~ parties) the meets & bounds as set off by ~~Bryant) to convey the same to the~~ against the faith and valuable improvements ~~Plaintiffs James M. Miller being the~~ made on said land. and It is ordered that

M. F. Miller. Mary Jane Miller. & Samel Miller.
It appearing to the satisfaction of the court
that the remaining Co. Plfs viz Jacob. Nancy
Miller. John Miller & Walter Miller have
transferred their interest in said land to James
M Miller

ordered & adjudged that the Plfs
recover of the defendants their costs
herein expended and the residue of this cause
is continued until the next term

John M Miller &c
vs
Judgt
John Bryant &c
1863 May
Entered

Jas. M. Miller Vs

vs

John Bryant Vs

Report Of Survey

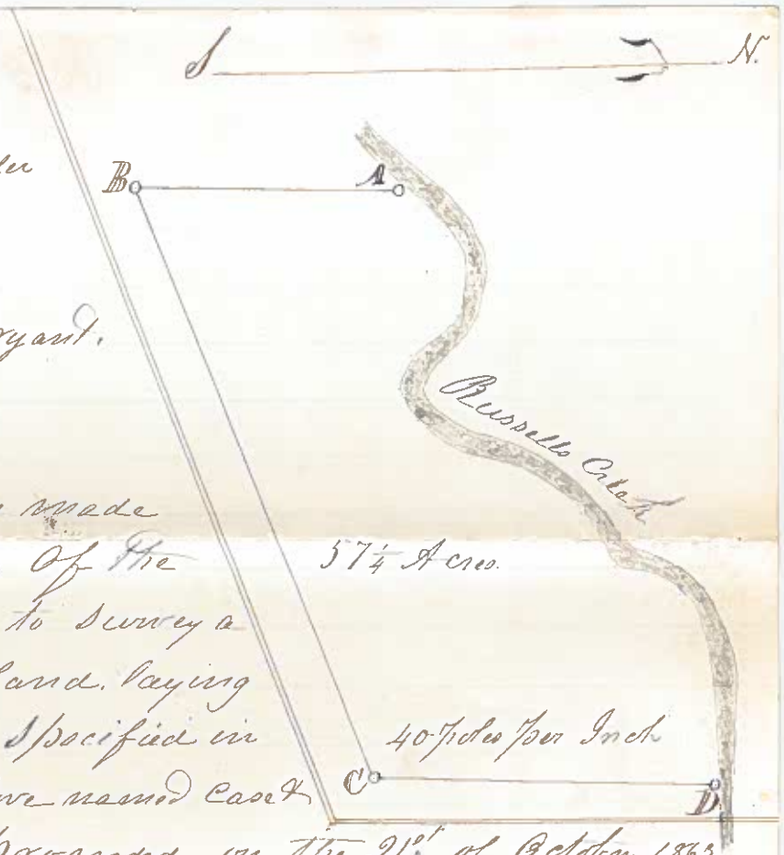
1863 October 26th Filed
by J. W. Johnston Surveyor
Test James T. Page C.A.C.C.

$5.00

for Surveying & Report $4.00

Chainmen 1 day $1. each. $2.00

James M. Miller, Jacob Miller
John Miller & others.
Against
John Bryant Sr. & James Bryant.



Pursuant to an order made at the May term 1863 of the Adair Circuit Court to survey a certain boundary of land lying on Russells Creek, & specified in said order, in the above named case & to me directed. I proceeded on the 21st of October 1863 with Cyrus C. Burton & Gedeon F. Long Chainmen sworn. (Henry H. Long, acting for plaintiffs. John Bryant being notified in writing by me, was unable to attend) to make said survey as follows. Beginning at a poplar & sugartree on the South bank of Russells Creek at A. Thence South 60 poles to three sourwood at B. in the South side line of John Bryants 213. acre survey. Thence with said line N 67 E 146 poles to three hickories & a forked dogwood. Corner to said survey C Thence with another line of said survey North 78 poles to a maple & white oak in said line, on the South bank of R. Creek D Thence down the same with the meanders thereof S 78½ W 44 poles S 20½ W 16 poles S 58 W 15 poles S 24½ W 28 poles S 34½ W 15 poles S 57½ W 8 poles N 69 W 8 poles N 41½ W 14 poles S 82 W 18 poles S 42 W 15 poles to the beginning

Oct. 21st 1863

John W. Johnston S.A.C.

Cyrus C. Burton
Gideon F. Long } C.C.

James Miller & C.

vs

Final Judgment

John Bryant, & C.

1863 Nov.r 21st

Entered

Adair Circuit Court

James M. Miller, Jacob Miller
John Miller & others Plaintiffs
Against
John Bryant Sr & James
Bryant Defendants

Judgement

This day this cause having come to a hearing, and having been submitted for trial and the report of John W. Johnston who was appointed a commissioner to make a survey of the tract of land mentioned in the pleadings having been made, received and confirmed, and it appearing from said report that there are 374 acres contained in said tract of land, now therefore it is adjudged that a writ of possession be awarded to said Plaintiffs if said land is not delivered on or before the the 1st day of January 1864, and that the Plaintiffs recover of defendants their costs expended in the prosecution of this action. and it is further adjudged that the officers and Attorneys retain a lien on said judgement for their fees in this cause, and that the action be stricken from the Docket.

J. M. Miller vs

Saxn

vs

Costs

on final judgt

& Cents

John Bryant Sr. vs

Fifas Decr. 17th 1863 on

each judgt

J M Miller &c Pltffs
against
John Bryant &c Defts } In Equity

Taxation of Pltffs costs on Judgment Nov. 1863

1858 Jany Petn 10 aff 15 dve 10 atts 10 ord cont May 25 ord als 25 — $ " 95
" Nov dve 10 ord cont 25 ord als 25 — 1859 March 17th Sum. 25 Cos 20 ret 10 — 1 " 15
1859 May dve 10 ord cont 25 Depos 1861 May dve 10 — 1862 May dve 10 cont 25 — " 85
1862 Nov. dve 10 — 1863 May dve 10 Ord subm 25 Judg 25 ord sumy 25 Sepp 20 — 1 " 15
Cont 25 dve to Nov. 1863 — 10 ord report 25 ord awarding writ poss 25 — " 85
ord striking from docket &c 25 Costs 20 fra 20 Exon 50 — 1 " 15
Entry Judg 25 Satis 25 — " 50
— $ 6 " 70

Attorneys fee & Tax — 10 " 50
Shffs fees serv. sum. — 1 " 00
Constables fees serv. notice & spa — " 90
Costs on Depos certifs of Examiner & writs — 7 " 00
Surveyors fees — 4 " 00
Chainmen $1. each — 2 " 00
Fifa Decr. 17th 1863 endorsed — $ 32 " 10

Pltffs costs Cont Nov. 1859
dve 10 ord costs 25 costs 20 Exon 50 — $1 " 05
Fifa Decr. 17th 1863

Pltffs costs cont May 1860
dve 10 ord. costs 25 costs 20 Exon 50 — $1 " 05
Fifa Decr. 17th 1863

Pltffs costs cont Nov. 1860
dve 10 ord cont no. 25 ord costs 25 costs Exon 50 — $1 " 30
Fifa Decr. 17th 1863

Clerks fees $2.
see rec to on
back