

Feb 21

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To the Honorable John Sumers preside  
in Chancery at Huntingdon Tenn

The Bill of Complaint of John Horner  
And William R. Horwood Citizens of  
Carroll County And State of Tenn  
Complainants vs.

James J. And John  
Puckston - Citizens of Benton Co  
Tennessee,

Humbly Complaining - Your  
Orators would respectfully represent unto  
Your Honor That upon the  
of 186 - defendant James  
Puckston conveyed in trust - to defendant  
John Puckston a tract of land sit-  
ated in said County of Carroll for  
the purpose of securing complainant  
John Horner in the payment of One  
hundred and Sixty Dollars (\$160) due  
from the said James J. to the said  
John - They further represent unto your  
Honor That upon the 16<sup>th</sup> day of

1866 - The said John Pinkston sold said land in accordance with the provisions of said trust deed and Grantor John - became the purchaser - thereof for and on behalf of himself and his Co-Complainant at the price of 350/-  
At the time of said sale and purchase defendant James J. was indebted to Complainant John in the sum of 111 <sup>03</sup>/<sub>100</sub> - besides the amount included in said trust deed - and the said James J. was also indebted at the time of said sale to Complainants trading under the firm name and style of Norwood and Son - in the sum of 89 <sup>48</sup>/<sub>100</sub> - Complainants would further represent unto the Court - that the said John Pinkston fails and refuses to make to them or either of them a deed to said land. Notwithstanding they have offered to pay the amount bid therefor - but he and his Co-defendant James J. profess to ignore said sale and insist that said

Said land yet belongs - to the said James J. who is as Complainants are advised involved and nothing can be made out of him by an execution at law. A copy of said trust deed is here filed in the character of "Exhibit A" and as such prayed to be taken as a part of the bill of Complaint - Complainants state that said sums due from the said James J. to Complainants nor any part thereof has been paid or satisfied in any way except by sale of said lands as before stated. Complainants insist that they should now be allowed to deduct from the amount of the purchase for said land - the amount due to them - from the said James J. in the event that it should be determined that said sale was valid and binding - but Complainants are advised and so charge - that the said John failed to execute any bond - for the faithful discharge of his duties as trustee as aforesaid.

They further Charge That said land embraced in said trust deed is of value more than sufficient to pay off and discharge the debt intended to be secured thereby And that the said James J. has no other property out of which to satisfy Complainants demands.

The premises Considered Complainants pray That those set out in the Caption of this Bill as defendants be made such, That process issue as required by law, And that defendants be compelled to make true and perfect answers to each and every allegation contained in this bill upon their Corporate Oaths. And upon a final hearing of this Cause may it please the Court to decree to Complainants a title to said land, And that they be allowed to off set the indebtedness of the said James J. to them against the amount bid by them for said land. But if mistaken in this then <sup>Complainants</sup> ~~defendants~~ pray That said trust deed be

fore-closed And said Land sold. And  
Complainants Demands Satisfied Against  
the said James J. - be paid - And finally  
ally Complainants pray for all such  
other And further relief as they may  
be entitled to And as in duty bound  
will ever pray.

Hawkins & Hawkins,  
Sols for Compls.