

The separate Answer of Alfred W. Taylor to the
Bill of Complainant Charles & Bother & others
filed against him & others, in the Chancery
Court at Sanborough, now and at all times
hereafter saving and reserving to himself
all manner of benefit and advantage of
exception to the manifold errors and indulgences
in the complainants said Bill Com-
-count for Answer thereto or to ~~much~~ thereof
as this Pendants is advised in material
for him to make answer unto, Answer says
that he admits it to be true as stated that
Benjamin Brown, on the day of
1820 Decreted to David W. Carter as Trustee
for the benefit of himself & others two deeds
of Trust, one on a plantation containing
about two hundred and thirty six acres and
a house & three lots in Elizabethton, the
other deed of Trust upon three negroes
only. This Pendants was induced to take
said deeds of Trust from a view to his
own safety & the other persons embraced in
said deeds of Trust, and not for the pur-
pose of hindering, delaying or defrauding
other creditors. This Pendants states that
the debt set out on and to him individually
in the deeds of Trust is honest and just &
was originally made for par or any
loaned said Brown, to enable him to
make the first payments towards the
tract of land in the deed of Trust
mentioned, and remains unpaid except
so far as is credited on the back of
the note or bill single set out in the deeds
of Trust & the several set offs claimed
in the Answer of defendant Brown. The
note originally inclosed to this Pendants
was as he believes for six hundred dollars, which
in settlement of their accounts at a subse-
quent period, was paid by said Brown

and the present Note under seal, set out
in the Deeds of Trust, was executed for
the balance then due this Respondant
and which remains wholly unpaid except
so far as before stated, having a balance
of about \$1000 + Cents
due this Respondant.

The said Respondant states furthermore that
he and George A. Suffered are the accommoda-
tion endorsers of said Brown on his note
to the Union Bank at Knoxville, the amount
of which he is not certain of. But believes
it to be at present about \$1000
He is also security to a note under seal
as he believes executed to George Smith the
amount of which he does not recollect
but supposes the amount to be correctly
set out in the Deeds of Trust, that he expects
to be compelled to pay said debt & that his
only reliance for indemnity is from the
Trust fund, as he believes said Brown
at present is unable to pay the debt
This Respondant believes it to be true as stated
that the said Charles & Dicks obtained his judgment
against said Brown on the 4th day of November 1839
We furthermore believe ^{it to be true} as stated that
the judgment of Galib Corp, & Valcott Sann was
recovered on the first day of March 1841 after
the execution of the Deeds of Trust, He therefore
insists that as it respects the judgments of the said
Galib Corp & Valcott Sann, they not having been
rendered until after the execution of the Deeds
of Trust upon to them is no legal or equitable
ground to impeach said Deeds of Trust, said
Deeds of Trust having been executed in good
faith to secure honest debts, at a time when
the Respondant Brown legally and equitably
had the right to convey his property to secure
bona fide creditors, and that if Respondant Brown
chose first to provide for the payment of borrow-

many & the indemnity of secretin and Endorsing
there was no violation of the principles of equity
in doing so, some debts in an honorable point
of view being more obligatory than others and
as it respects the judgement of the said Charles
& Potter Respondant insists that the said Judge-
ment had ceased to create a lien in law
the same having been voided on the 2^d day
of November 1839 & the Seals of Trust actually
on the day of November 1840. being
more than a year after the rendition
of the judgement of complainant Potter
whereupon he insists that the complainant's
judgement creates no legal or equitable
bar ~~to~~ to the Respondant taking of
the Seals of Trust mentioned, the complai-
nant by his laches, having forfeited
the lien created by law in his favour. This
Respondant further insists that the Judge-
ment of the said Charles & Potter is in law satis-
fied, an execution issued on said judgement
having been levied on bearing date the first Mon-
day of Nov. 1839. having been levied on a Wagon
& Team of Four horses, of Defendant Bowen and a
Delivery Band executed & forfeited, and an exe-
cution issued on said judgement bearing date
the first Monday of March 1840 having been
levied on one Gray Mare & Fifteen head of
Cattle & Twenty head of Hogs and offered for
sale on the 3^d July 1840 & no bid given. Returning
also another execution issued on said
Judgement bearing date the first Monday
of July 1840. having been levied on one
Wagon and four head of horses and
one yearling and six head of cattle, and sold
for the sum of thirty one dollars, which several
levies this Defendant insists was upon personal
property of value sufficient to have satisfied
said judgement, all of which will more
fully appear by reference to a certified

copy of said executions, levies delivery bond
It is here to answer Markess Exhibit
A. And as to the judgements of ^{the said} Joseph Sand
rendered by a Justice of the Peace of Carter Co-
nty. ~~the complainant not having con-~~
~~secuted~~, the complainant not having con-
descended to furnish a statement in his Bill
of the amount of judgement, date of the
same or name of the Magistrate who render-
ed it, this Defendant knows nothing never
having heard of such a claim except
from the loose & vague statements furnished
in complainants Bill