

To the honorable the Court of Equity for the 4th judicial circuit in the state of of [sic] Tennessee

The bill of complaint of Wm. H. Simmonds against James Sneed of Williamson county, in said state.

Humbly complaining sheweth unto your honor, your orator the said Wm. H. Simmonds, that some time in the year 1816, the said James Sneed and Philip G. Mallory entered into partnership for the purpose of purchasing slaves to be sent to a distant market for sale. That they had purchased eight negroes, and were about to proceed with them to Georgia for sale. That said negroes were all purchased on a credit, and while they were collecting them, they remained at the house of the said James Sneed, where your orator then lived, being his son in law, and being but lately before that time married. That a particular day was appointed on which said negroes were to start, and the said Philip G. Mallory, who did not live at the said James Sneed's, was to have come there on that day and have gone with them. That the said P. G. Mallory did not come on the forenoon of that day, in consequence of which, the said James Sneed became impatient, and started said negroes, under the superintendence of his son Constant P. Sneed. That said P. G. Mallory came to the house of the said James Sneed, on the afternoon of the said day, but after said negroes had started. That your orator then, with the consent and approbation of the said James Sneed, purchased out the said P. G. Mallory's interest in said slaves, giving him a hundred dollars therefore, and was to step into his place, and indemnify him against any debts contracted for the purchase of said negroes. Your orator charges, that the said James Sneed then said, that he knew of two more negroes in the neighborhood that might be purchased, & that in consequence of your orator's becoming interested, who was his son in law, that he would go and purchase them for himself and your orator, and join them in the same adventure with the others. That accordingly, the said James Sneed went on the same evening, and purchased those other two negroes, and brought them home that night. That on the succeeding morning, the said James Sneed and your orator started on with said two negroes last purchased, in pursuit of the others. That said two last mentioned negroes, were also purchased on a credit, and the said James Sneed only gave his individual note for them; but he went to make the purchase of them for the joint benefit of himself and your orator, and in pursuance of an ___ previous understanding with your orator. That the said James Sneed and your orator overtook the said first parcel of negroes, with the other two, and upon his and your orator's coming up with the foremost parcel of negroes, the said James Sneed observed to the said Constant P. Sneed, that your orator had bought out Mallory, and that in consequence of it, he had purchased the other two for the joint benefit of himself and your orator, and which he had previously promised to do, if your orator would buy out Mallory. That the said James Sneed then turned back and went home, and the whole of said negroes proceeded on to Georgia, under the superintendence of your orator and the said C. P. Sneed. Your orator & the said C. P. Sneed arrived in the state of Georgia with said negroes, some time in the month of August, and found that negroes were a dull article; in consequence of which, after selling two of said negroes, they ___ put out for their victuals and clothes, until the crop of that year might be gathered, when it was supposed that they would the more readily sell. This matter of putting out said negroes was conducted by the said C. P. Sneed, your orator having been taken sick. After he was taken sick a while, the said James Sneed came to Georgia, received the price of those two which had been sold, and

returned with your orator to Tennessee, leaving the said C. P. Sneed in Georgia to dispose of the colored. About Christmas of that year, the said C. P. Sneed returned, having sold the whole of said negroes, and paid the proceeds over to the said James Sneed. The said James Sneed then went round, and paid the person of whom said negroes had been purchased, the prices which had been agreed to be given for them. Afterwards your orator and the said James Sneed attempted to make a settlement, but the said James Sneed denied that your orator had any interest in the two negroes last purchased, and refused to make him any allowance for them. The net proceeds of said adventure were seven hundred dollars and six cents. But the said James Sneed refused to allow your orator any thing but a hundred dollars for his proportion of the property. The agreement between the said Mallory and the said James Sneed was that they were both to go on with the negroes; afterwards the said James Sneed declined going, and agreed to furnish his son, the said C. P. Sneed, in his stead, and thus the matter stood when your orator purchased out the said Mallory. The said C. P. Sneed offered to go for \$15 per month, but he said James Sneed voluntarily agreed to give him \$25 – Half this expense the said James Sneed wanted your orator to bear, but your orator thought his own personal services equivalent, and it was agreed by the said James Sneed, when he came on to Georgia, that your orator might come home, as he was sick, and there was then no need for the service of both. All which is contrary to equity & good conscience and tends to the injury of your orator. In tender consideration whereof, your orator prays the states gracious writ of subpoena, and that the said James Sneed may be compelled to answer on oath all the foregoing premises in as full & ample a manner as if the same were again repeated & be thereto particularly interrogated. And that an account of said partnership ___ may be decreed, and that this orator's proportions may be decreed to him, & such other and further decree in the premises as to equity shall seem meet. Your orator has made repeated attempts to settle with the said James Sneed, & frequently solicited him for his proportions, and in consequences of his being his father in law, has forborne to bring suit until he sees there is no other alternative.

Tho. Washington
Solr

Wm. H. Simmonds
O. Bill
James Sneed
Filed 4th February 1824
Recorded in Book
H Page 119

STATE OF TENNESSEE,

To the Sheriff of Williamson County, Greeting:

We command you to summon James Sneed

To appear before the Judge of our Supreme Court of Errors and Appeals, at the next court to be held for the fourth circuit, at the Court-House in Nashville, on the third Monday in July next, to answer a bill exhibited in our court of Equity for said circuit by William H. Simmonds Complainant against the said James Sneed Defendant

And this he shall in no wise omit under the penalty prescribed by law; and have then there this writ. Witness, Randal M'Gavock, clerk of our said court, at office, the first Monday in January 1824 and of the Independence of the United States the forty-8th
[signed] R. M.Gavock

[reverse side]

W. H. Simmonds

vs. James Sneed

Spa to Aug [?]

___17th Feb 1824

Carried [?] to hand 19th April 1824

[crossed out: The Defendant not found]

Executed & a copy delivered

8th July 1824

Jno. Hightower D.S.

I do hereby depute & authorise John Hightower to execute this Suba & deliver belonging to this suit

[signed] G. _____

We do hereby acknowledge ourselves security for the costs of prosecuting a suit, in the court of equity for the fourth judicial circuit in the state of Tennessee, about to be commenced by Wm. H. Simmonds against James Sneed; and oblige ourselves to pay all costs incident on failure thereof. Witness our hands and seals this 4th day of February 1824

Thos Ridley
Thos Washington
John N. Charles

[reverse side]

Simmonds vs. Sneed
Pros Bond

Jany 10th 1824

Tho. Washington Esq.

If you think from the information of Wm. Simmonds, he can recover any thing from James Sneed ___we will be security for the prosecution of the suit.

J. N. Charles
Tho Ridley

[reverse side]

Thomas Washington Esqr
Nashville

In the case of William H. Simmonds against James Sneed in the Court of Equity for the fourth Judicial Circuit, James Sneed agrees to pay the Court Costs, and also to pay William H. Simmonds one hundred and thirty four dollars with interest from the 25th day of Decr 1816 deducting therefrom the amount paid said Simmons by Charles C. Sneed of Alabama who is to make affidavit of the amount he has paid and the time at which the same was paid as nigh as the said Charles recollects and the said Simmons agrees on his part to dismiss the said suit in Equity, and to receive the said sum of money in full satisfaction, of all the matters in said Bill states and those arising therefrom, and hereby authorizes the Clerk of said Court to enter a dismissal of said suit and satisfaction & accord therefore. The witnesses whereof the parties have hereunto set their hands and seals this 17th day of August 1824.

Wm. H. Simmonds
James Sneed
Test
William Allen
Wm Sneed