

ISAAC BATES WILL CONTESTED 1854

Transcribed By: Ron Cornwell

IN CIRCUIT COURT

WILLIAM BATES, BIRD E. BATES & JOSEPH BATES vs. ALLEN WATSON & wife MARGARET, JAMES BATES & NANCY BAILIFF

Come the parties by their attorneys and also a jury of good and lawful men, to wit, **Gabriel D. Beasley, Michael Pery, Burr ?, Henry Ward, Sampson McClellan, William C. Norris, ? A. Scruggs, James Berry, Andrew T. Jackson, George G. Dillard, Stephen Mann and Daniel I. ?**, who being elected, tried and ? the truth to speak upon this issue found; upon their oaths do say, that said paper writing is the last will and testament of **ISAAC BATES** deceased, it is thereupon considered by the court, that it be established as his last will and that the plaintiffs recover of the defendants and **T.E. REASONOVER** their security in the ? given for the successful contestation of the probate the cost of said ?. It is ordered by the Court, that the will and the proceeding therein be certified to the County Court for **SMITH COUNTY** thereto be ? in according to law. This cause ? the parties by their attorneys and on their motion it is ordered by the Court that the following confirmation be entered upon the minutes as ? is in the following words and figures. We **MARTHA BATES**, widow of **ISAAC BATES**, and **JAMES BATES, WILLIAM BATES, JOSEPH BATES, BIRD E. BATES, ?** and wife **MARY, ALLEN WATSON** and wife, **MARGARET, EDWARD LANGFORD** and wife **SUSANAH**, being a part of the children and legatees of **ISAAC BATES**, deceased, and all except the heirs and legatees of **BENJAMIN BATES**, deceased, the children and heirs of **MARY BAILIFF, the late wife of WILLIAM BAILIFF**, all being present except **LANGFORD** and wife and this agreement is made in anticipation of their signing and ratifying the same, we into the following mutual agreement in relation to the last will and testament of **ISAAC BATES**, deceased.

1st. We agree at the making of said will on the **9th day of March, 1854**, said deceased was of sound mind and disposing memory.

2nd. As said will has been contested by a part of the above named parties and is now in suit in the Circuit Court of Smith County, Tennessee, and the contestants agree to withdraw all objections and contest and agree that the said will may be proved at the next term of said court, and administered accordingly as the last will and testament of said deceased except otherwise alters and agreed upon.

3rd. We agree that all the special legacies given to either or any of us we release the same for the benefit alone of the undersigned parties, but is to constitute no part of the said deceased estate further ? as herein after agreed to and not to be taken as part of the special legacies to be distributed among those not parties to the agreement.

4th. In consideration of which said release and agreement, it is further agreed that the said **WILLIAM BATES** is to have the entire interest in the [name of mill] mills on **SMITH FORK** and all the [name of mill] tools and implements of every description and we the said parties release all claims and right to the same. But, said **WILLIAM BATES** is to pay all said [name of mill] debts if any; also said deceased and **WILLIAM** owned a tract of land jointly bought of **JOHN KELLY** of 50 acres and have a deed for the same, this is to be sold and one-half of the proceeds to go the **WILLIAM BATES** and the other to go into the estate of said deceased; also a **63 ACRE TRACT** of land the said deceased and **WILLIAM BATES** purchased of **H.H.**

SULLIVAN, WILLIAM BATES, paid some for said land out of his own money \$40 the tract to be sold, the \$40 dollars first paid to said **WILLIAM** and the balance of the proceedings to be applied towards the balance of the purchase money which is somewhere about \$231 ?? to and if the proceeds of said sale does not pay said purchase money, the estate is to pay the one half and **WILLIAM BATES** the other that may remain and if over one half of the surplus to go into the estate and the other to **WILLIAM BATES**. Said **BATES** bought a wagon of **ANDREW JACKSON** which said deceased paid \$30 to **JACKSON**. Said **WILLIAM** also gave his note to G.N. for \$35 this was a debt of said deceased and it agreed that this be paid out of the estate as it was said deceased debt. It is further agreed that said **WILLIAM BATES** and the deceased bought a tract of land verbally of ?, **WILLIAM** paid \$200 and the deceased paid \$300. **WILLIAM** is to pay unto said estate \$300 without interest and look to ? for the title. This \$300 is to ? of said **WILLIAM BATES** interest in said estate.

5th. It is further agreed that the tracts of land heretofore deeded to **JOSEPH BATES** by said deceased, he is to keep said land and pay out of his part \$410 but is to pay no interest in said account.

6th. It is further agreed as the will said nothing about advancements, that neither one of us are to account for any advancements in any way whatsoever.

7th. It is further agreed by all, that the executors as administrators, hereinafter qualified administrator said estate as directed in said will except as allowed by this agreement, pay to the children and heirs of **BENJAMIN BATES AND THE CHILDREN AND HEIRS OF MARY AND WILLIAM BAILIFF** the legacies and accounts they are entitled to under the will, the same as though this agreement had not been made.

8th. It is agreed that all of the balances of the property heretofore sold, embracing real and personal property, be sold as directed by will of the Executor as administrator hereinafter qualified and constitute a part of the estate to be divided as hereinafter agreed upon and set forth and the legacies herein released are for the benefit of the undersigned and is to constitute no further part of the estate only as agreed.

9th. After paying all of the administrator and the payments of the legacy to **BENJAMIN BATES CHILDREN** and the payment of the legacy to **MARY AND WILLIAM BAILIFF'S CHILDREN**, then the balance as had is to be divided between the under signed, that is to say the same is to be by equity, **into 8 equal parts**, the **said widow MARTHA to have one part; WILLIAM BATES to have one part; JAMES BATES one part; JOSEPH BATES one part; BIRD E. BATES one part; ALLEN WATSON and wife one part; and EDWARD G. LANGFORD and wife, SUSANAH one part**, provided that said **LANGFORD** and wife, ratify and sign this agreement, otherwise if not signed by them, they take under the will therein bequeath to in that event their legacy is to be taken out as are those of **BENJAMIN BATES HEIRS** and **MARY BAILIFF'S HEIRS** and **the balance be divided into seven parts instead of eight** and divide that as the residue as heretofore designated.

10th. Said administrator or executor is to administer said will as directed so as not altered by this agreement and then as altered by the agreement and for that purpose we agree that this be taken as an amendment of said will.

11th. Cost of said contested will is to be paid out of the proceeds of the estate if it can be done, if not we agree to divide it equally between us.

12th. In distributing the said estate **JAMES N. JONES** and wife agree to take a note that is the balance of a note that said deceased held on **THOMAS BAILIFF** for a little over \$200 dollars which is also to be counted by us as a part of said estate to be divided. This being insolvent and the obligor deceased and not a part of the estate any further than as to the parties to this agreement.

It is further agreed that the house and little property by the administrator pendent lite and left in the hands of the widow, **MARTHA BATES**, that she keeps the same.

13th. It is further agreed that this agreement be signed and sealed and filed in the circuit court and county courts and constitute a part of said will as agreed in said agreement this the **17th May, 1855.**

MARTHA [X] BATES
JAMES BATES [X]
JOSEPH BATES
JAMES N. JONES
ALLEN WATSON
E.G. LANGFORD

MRS. BATES
BIRD E. [X] BATES
NANCY JONES
MARGARET WATSON
SUSANAH LANGFORD

TEST.
THOMAS FISCHER
THOMAS N. ASHWORTH

Signed under seal before the subscribing witnesses **E.G. LANGFORD** and wife on the **24th day of July 1855.**