Estates. Mrs. Hawkins was the widow & entitled to her dower in these lands, both estates I was informed were much involved. The letters were granted and property appraised, and sales ordered by the Orphans Court by my advice and aid, and with the entire approbation of Mrs. Hawkins, these sales were upon a credit of six months and took place in January 1832. Prior to the sales I found in the house of Mrs. Hawkins an advertisement by the Sheriff of the whole real estate of Henry S. Hawkins that advertisement was handed to me by Mrs. Hawkins and my advice asked; having sought the requisite information, for I had never heard of the fifas until I saw the advertisement, so as to be informed that they came into the Sheriffs hands and were levied prior to Henry S. Hawkins death, I informed Mrs. Hawkins that nothing could be done by me except to intreat postponement of the sale until I could examine the condition of the estate, Mrs. Hawkins also stated to me, prior to the sale, that she was indebted to Mrs. Fenwick; and for part of the purchase money still due for her Brothers land: that Mrs. Fenwick had sued her and the debt was long standing: that Thompson, Edelen & Co. had a judgment of claim of long standing against her, and that her brothers land was of great importance to her; that she intended to break up housekeeping and sell property to pay these debts, that she believed Col. Cox had a large amount of funds due the estate in his hands and that she had some personal property, a young mare, three oxen, a few cattle, house hold and kitchen furniture to a small amount, my impression are I advised Mrs. Hawkins not to sell this property at private sale, as intended by her: but to have them sold at the sale of the property of her late brother and husband, but whether I advised a sale or not I will not be positive, but Mrs. Hawkins concurred in the propriety of the advice: The sales took place on a credit of six months, Mrs. Hawkins gave me a list of such property as she wished sold, she also informed me about the time of the sale, that a negro man, part of William Hoskins Smoots property was in possession of John W. Smoot, bought by him for some small amount and was held by Smoot redeemable upon paying the amount, but that several efforts had in vain been made by her to settle with Smoot and redeem the negro, whether I volunteered to settle this matter or consented to do so at the request of Mrs. Hawkins I cannot now say: but I did undertake the matter for this negro was part of William Hoskins Smoots property and paid Mr. J. W. Smoot about 120 to 140$ the amount of his liens, out of my own funds, and with the approbation of Mrs. Hawkins sold said negro to John T. Tyson on credit, the money for said negro was paid by Tyson sometime in the latter part of the spring or summer and after deducting the amount paid to Smoot; paid over to Mrs. Hawkins at an early period after the sale, I called on Col. Cox for settlement of his and Henry S. Hawkins affairs, this was postponed from time to time, till sometime later in the spring or perhaps summer, by Col. Cox, stating, that he wished to get his account drawn off by some person acquainted with the business, I think he mentioned one of the young Mr. Latimers or Mr. Puckett, the account at length came, and his Henry S. Hawkins appeared to be debtor to Col. Cox, this together with the accounts, I communicated and delivered to Mrs. Hawkins for her examination. I had at an early period after the fact was known to me of the lands being advertised, seen and conversed with General Matthews and begged him to stay a sale till I could examine the situation of the estate and name such arrangements as might be practicable to save the land or a part of it, for the child.

(General)

General Matthews after stating that he could not delay because Mr. Kelloms prior Judgment and execution impelled, and which might come down at anytime and then compel him to bid the amount of that execution, together with his own claims or lose his own altogether, consented to wait till after March Court if I would pay him the principal and interest of one of the claims; that I think to the use of Reynolds reserving the costs: and not entering that fifa satisfied but endorsing it to my use for the amount paid and reserving to him the lien which that judgment and execution created, because it was older than either of the other two. I promised and performed the promise to pay off the principal and interest; and General Matthews gave the indulgence. At March a bond was ordered and as soon as I got the statement from Col. Cox of his account and shewn it to Mrs. Hawkins I informed her that it was impossible that from any funds of the estate these executions could be properly paid off; that the whole personal estate would not, according to my view be sufficient for that purpose, and that Smoots adm. had a large judgment, Everett, Doctor Hawkins, Keene, and several others who would insist upon their proportions, and I thought they were entitled to it, and if she paid off these executions in full, it must be with other funds than that arising from the estate. Mrs. Hawkins complained bitterly of her situation and insisted that several errors existed in Col Cox's account and Walter H. Smoot gave me a statement, saying he knew most or the whole of the transactions between Hawkins and Cox, and by Smoots statement a wide difference appeared to exist, and a balance, not however very large was struck in favour of Hawkins; I examined again and compared the two different views, I could not perceive that Cox was was probably much if any thing indebted to Hawkins, if even several charges for interest and commission for trouble, risque &c. were struck out of Cox's account, such charges were objected to by Mrs. Hawkins. I informed Col. Cox that Mrs. Hawkins and himself entertained different views and proposed an arbitration which Col. Cox assented to, Col. Cox had at a former time informed me he had an authority to rent or receive the rents of the land of which Hawkins died possessed, and when he first did so, I informed him I should like to see his authority, and if his claim was a good one, I should advise Mrs. Hawkins to give him possession of the land at once. He said it was then (I think it was February 1832) too late and declined taking the land, saying he could not get a tenant, and would not pay or be answerable for the rent; but at the same; sometime in the summer, July I think, that the account and arbitration was talked of; Col. Cox shew me a paper being the agreement about the rent, I then told Col. Cox a tenant had been obtained and as he had after the execution of that agreement let Hawkins have possession of the land, and refused to take it when the first conversation had been held by us on that subject, I considered it as a virtual abandonment of all right &c. but Col. Cox said his right was good &c. I thought the best way was to arbitrate the question about which Col. Cox agreed. I saw Mrs. Hawkins and informed her of these conversations and she approved of the mode of settlement of differences between Col. Cox, relative to his account and claim of rent. I again saw Col. Cox and mentioned to him Mrs. Hawkins approved of the arbitration proposed. I had however seen Doct. Hawkins and he was urgent to have a sale by order of the Equity Court to pay debts

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