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 probably much, if any thing, indebted to Hawkins, I inform Col Cox that Mr Hawkins & himself even several charges for interest & commission for trouble risque &c were struck out of Cox: account, such charges were objected to by Mr Hawkins, I informed Col Cox that Mr Hawkins & himself entertained different views, and proposed an arbitration, which Col Cox assented to Col Cox had at a former time informed me that 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 Mr 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 taken the land, saying he could not get a tenant, and would not pay or be answerable for the rent, but at the time, sometime in the summer July, I think, that the account & Arbitration was talked of Col Cox shew me a paper, being the agreement about the rents, 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 the subject, I considered it a virtual abandonment of all right &c but Col Cox said his right was good &c, I thought the best way was to arbitrate that question, also to which Col Cox agreed, I saw Mr Hawkins & Informed her of these conversations & she approved of the mode of settlement of difference between Col Cox, relative to his account and claim of rent, I again saw Col Cox & Mentioned to him Mr Hawkins approved of the arbitration proposed, I had however seen Doctor Hawkins & he was urgent to have a sale by order of the Equity Court to pay debts, giving among others as reasons that the land could be devided, and sell for a fair price and that his reversionary interest could be seperated either by his agreement with the purchaser or other arrangement, That, in fact, if his part were laid off and sold seperate he could & would by the right of Henry S Hawkins and that then Mr Bruce would give him eleven Dollars per acre for the unincumbered fee Mr Hawkins was also willing for this, and Doctor Hawkins General Mathews & myself consulted together, and it was agreed by General Mathews that his name might be used in filing the Bill, but he was to be at no cost or trouble, and he would wait till August Court, provided, I would agree to pay his executions, afterwards saying he did not wish to buy the land or bid for it, Nor till the

this I agreed to do, and I gave to Mrs Hawkins a detailed account of this understanding, and she approved of it, It was after this understanding and before August Court that I again as above stated saw Col Cox, and then it was he proposed to raise the money & pay off these executions alleging his liabilities were very great mentioned the debt of McElderrys of three or four thousand, his own claim against the estate, and against the estate of and Mr Hawkins on account of Wm A Smoots land, and his securityship upon a replevin Bond for Henry S Hawkins or Hoskins Smoot, negro, and expressed serious apprehension that he would be loser, unless the land remained in his possession, and he could collect and apply the rents to these claims I informed Col Cox that an arrangement had been made and stated that by an Equity sale his securityship for Hawkins or McElderrys debt would be ample provided for, that this being the oldest Judgment and fifa, I intended to ask such a decree as would first

appropriate a sum sufficient to meet this claim, put in bank on interest to await the event of the Chancery suit, and when it should be decided, ready to liquidate the debt or be disposed of for the heir as circumstances required and that I could not consent that he should become the holder of these executions, but that he could buy at the Chancery sale so as to secure himself his liabilities to Mr McElderry, and that I thought it an admirable way of settling all difficulties, he stated that he did not wish to purchase and that he would not give more for the whole land than his liabilities and the amount of these executions, that he had rather lose 100$ than the land should be sold, The Court did not meet to do business at August Genl Mathews informed me that he felt absolved from his agreement & should proceed to sell the land. Mrs Hawkins came to my house to see me I was sick - I there informed her that the proposed Chancery sale was out of the question, and that there was no alternative but to try and get the best price for the land and save the years rent, she regretted this and asked me if I could not apply the funds of the estate to satisfy the executions, I informed her it would be imprudent & improper, I promised her I would try and postpone the sale, so as to save the years rent, and that I would show her a statement of the amount of debts & probable amount of incumbrances on the estate, and I thought she would be convinced that no hope remained, I will stop to state, that at a time prior to this and soon after the money was paid by Dyson, Mrs Hawkins informed me that Mr Fenwick had ifsued a fifa and begged me to see Col Stonestreet and get his indulgence, and to pay him the amount of money in my hands so received; I did see Col Stonestreet and he declined receiving part of the debt, Mrs Hawkins saw Mr Fenwick & and she agreed as informed by Mr Hawkins to receive part, and Mrs Hawkins drew all the funds then in my hands for this purpose, and also requested me to give up to Col Cox his note for purchases at the sale of Henry S Hawkins, to be applied in part to the payment of her brother Wm A Smoot land, and Col Cox would pay Mrs Hawkins the amount of rents received, this was done and I advanced the money to Mrs Hawkins upon Col Cox: draft, which was paid a short time after & Mrs Hawkins directed me to substitute any note or money which might be afterwards collected on account of the sales of her property; instead of the note so given up to Col Cox and money so paid, I afterwards saw Mrs Hawkins when the land was advertised & gave her my view of the leins & Incumbrances and the probable value of the land, and stated if correct, her child could not be interested in the sale, I here present this view, Mrs Hawkins said I was better acquainted with the matter, than she was, but she hoped I would so manage as to save the land held by Mrs Hawkins widow of Smith Hawkins or part of it for the child, and that her part might be located in the swamp near her other land & afford wood and timber for it - I told her all I could do was to postpone the sale till the rents were due and I would risque a thousand dollars, and endeavour, if I bought to sell out so as to get back my money, and save any part possible for the child; she said why not sell in parcels or part of the land, I replied why so that if sold in parcels or part of the land, no man would unsurveyed or located, buy any part seperately, because McElderrys debt was so large, that with Doctor Hawkins interest and her right of dower, in the old house farm, it certainly would not sell for more, if a sum equal to McElderrys claim, and that part in possession of old Mrs Hawkins might remain in her for a time we know nothing about and that even if it was worth McElderrys debt, none could be got to purchase such an estate. Mrs Hawkins appeared distressed and I asked [illegible] the present situation, do you require or wish me to risque my money [illegible] that I had advanced