

"That as well as he now recollects he was appointed a Trustee of Nancy Academy in Sevier County about the years 1807 or 8- Some short time after the appointment of Respondent as Trustee he determined with others, to make an effort to raise funds for the building a House & putting a school in operation. To this end a subscription was started and about \$268, in work, produce & merchandize, subscribed- James McMahon & Isaac Thomas had about this time made a donation to the Trustees of two acres of ground in the vicinity of Sevierville and it was determined to erect a house thereon. This building was let out to the lowest bidder and together with a large stone chimney was bid off by James Cannon at four hundred & seventy five dollars. The House was built & the school commenced about the year 1811- At this time there were no funds belonging to the Academy- The donations hereinbefore spoken of as being made in work produce &c were all applied to the erection of the building as far as they would go, leaving still a large balance due for the house & chimney, this building was occupied some years as an Academy but was finally burnt down- Before this period however the Trustees made an effort to obtain water by digging a well on the lot and found a very weak stream which failed in the summer & fall- Owing to the want of permanent water and the inconvenient situation of the ground in this respect, it was not deemed advisable to rebuild the house. Some time after this event the Trustees made an arrangement with the Bapbtists for the use of their church in Sevierville for a school house in consideration of some repairs done upon it by the Trustees. Afterwards there being some dissatisfaction of the church being sused as a school House and the Commissioners of the Church agreeing to refund to the Trustees the amount they had expended in repairs, they determined to build or buy a house so as to have a permanent school. M.C. Rogers had a short time before bought the Brick House & two Lots, spoken of in the Bill, for between three & four hundred dollars under a Trust sale. The purchase was considered a great bargain at the time & Mr. Rogers having a family of children to educate & being very desirous to have the Academy in operation offered the said Brick House & Lots to the Trustees at the price of four hundred dollars. Being satisfied that the price was a very reasonable one and that they could not build a suitable house for the same money the Trustees made the purchase of Rogers, repaired & finished the house & put a school in operation. So far from this being an improvident purchase, Respondents avers that it was proper & necessary and that the price given was not extravagant- but was indeed very low. Under all the circumstances Respondent believes that this contract was a judicious one and called for by the best interests of the institution and Respondent can but express his astonishment at the allegations in the Bill that the purchase was a wasterful & unnecessary expenditure of money. As to the Trustees permitting the two acres of ground donated by McMahon & Thomas to be adversely held so as to bar a right to their recovery, Respondent never hear of the fact until he saw it stated in complainants Bill nor does he yet know the fact to be true that they hold them adversely. He always understood that the persons holding said ground were tenants at will and did not pretend to any right or title. Deeds were executed for said ground by McMahon & Thomas and left with the clerk to be registered, but were mislaid and could not be found for many years- so soon as they were discovered they were registered. They were then and still are of very little value and perhaps could not be sold at all unless to some one having adjoining lands. The allegation that they are worth two hundred dollars must have been made at random & without due reflection. In relation to the funds of said Academy Respondent states that he believes there was redd. by the Trustees from the state in 1819,