

The answer of Samuel B Todd, Martha K Todd, Emily
Todd, Alexander Todd, Jane Todd & Catharine Todd, infants,
by Thomas L Redd their guardian ad litem, to the bill in Chancery
filed against themselves & others in the Fayette Circuit Court by
George H. C Todd.

Respondents, reserving the benefit of all exception &c for answer
state that they are infants, & are ignorant of the allegations made
in complainant's bill, They deny all such as are prejudicial to their
interests. They admit all such as are beneficial to them. They pray
the protection of the court, & that their costs herein expended may
be awarded to them &c.

Thos L Redd Gdn ad
Litem for above named
infants.

Yodd G. H. C.

no { Arden of infant
by
Guarantee ad item

Yodd ad G.

Filed & noted
11th July 1851
N. S. P. Redd elk

Dodd

Answer of Mrs
Elizabeth L. Dodd

Dodd's Adm^r &c

Filed & noted 17th of
Feb 1837.

Book

Received of Mr
J. W. Smith
the sum of \$100.00

for rent of
the house No 11
1881

The Answer of Elizabeth L Todd to a Bill in Chancery filed against her and others in the Fayette Circuit Court by George R L Todd

This Respondent for answer to so much of said Bill, as she is advised to be material for her to answer, says. that it is true Robert S Todd departed this life in July 1859, leaving the respondent his widow, and the persons named in said Bill his children heirs and distributees. It is also ^{true} that he left the real estate named in said Bill, and that it will be difficult if not impossible to divide it without greatly impairing its value and usefulness. It is also true that Respondent administered on the estate of said R S Todd, made an inventory and caused an appraisement to be made of the personal estate and Slaves in both the Counties of Fayette and Franklin, and has the greater part of the estate upon said Inventory sold.

It is true that said Inventory does not contain all the personal estate of said R S Todd, which came to her hands. It does not contain ^{all} the articles which were set apart by Law for the widow & family of the decedent. But she denies that the amount which was set aside for exceeds the amount allowed by Law. On the contrary she avers that it fell short of what she was entitled to as widow. The articles set aside for her consisted of a yoke of oxen, ^{Six Sheep Sixteen Sheats a small field} one cow, one bed ^{bedstead} & bed of independent ^{iron containing about ten axes} furniture. The dead provisions in the mealhouse, ~~and a very few~~ ~~small amount of provisions.~~ The foregoing on all the articles set apart for her as she believes. She states that she is entitled to two beds instead of one. To a table and chair and cooking utensils and other things which were not reserved but purchased for her at the sale.

It is not true that any silver ware of said Robert S Todd was omitted from the inventory. The silver ware to which Complainant alludes, belongs to this Respondent as her separate

property. Two of the pieces, a Silver Pitcher and plated waiter were given to her by her husband as Christmas presents, and her name put upon them by his direction before they delivered to her. The other pieces consisting of a Teapot, a Sugar dish, a cream^{pot}, a bowl, a plated urn, one dozen and a half breakfast forks, a dozen & a half table spoons, twenty three tea spoons, a pair of Sugar tongs and four salt spoons, were purchased with her money, which belongs to her in her separate right. She states that by the last will of her mother Mary Humphreys, she had separate property devised to David C Humphreys as Trustee for her. In addition Dr Samuel Brown presents to Respondent and her said Mother a lot of land in the town of Florence Alabama, but the deed for which was made to said Mary Humphreys alone. The other him however agreed that one half of the proceeds of the sale of said lot should be for her benefit, and she desired that it should be laid out in Silver ware, and accordingly her Trustee D C Humphreys paid the money to said R S Todd for that purpose and he sent it to the East by W H Rainey to be expended in Silver ware for Respondent, and with it, the Teapot, Sugar dish cream pot, bowl and urn purchased, and it was engraved upon them that they were presents to her by Dr Samuel Brown. The other articles of Silver ware purchased for her from time to time. The proceeds of her property were paid over generally to said Robert S Todd, and he received the benefit of her slaves and land, and the foregoing articles of Silver ware were almost the applications of the proceeds of her separate property for her exclusive use. The other articles above named were marked with the name of her husband & her self.

The Silver ware entered upon the Inventory was her husband's and not the property of Respondent. It is true that by the mistake of the Clerk of Sale, she is not charged with it on the sale bill. It was an error soon discovered, and always intended to be corrected.

She further states that all slaves, stock cattle and horses upon the farm in Franklin County, which belonged to said Robert S Todd except those assigned to her as widow, and not subject to appraisement

were put upon the inventory, but it is true there were slaves cattle and one horse on said farm which were not inventoried, because they were not his property. The slaves belonged to her as her separate property, being either devised to her by her said mother, or purchased by her trustee H C Humphreys and the bill of sale taken to him. Said slaves are named, Jane about 31 years old, John about 13 years old, Jim about 11 years old Joe about 9 years old, Mary Ellen about 6 years old Alfred about 2 3 years old which slaves came to her by devise from her mother, Lucy ^{about 45} purchased by her Trustee H C Humphreys and Sam ^{about 36} Field, also purchased by her Trustee. The foregoing are all the slaves - The cattle not inventoried were some calves ~~for~~ belonging to David Todd, and some belonging to Samuel Todd. There was also a horse on the farm belonging to the firm of Oldham Todd & Co which was not inventoried and was carried home by W. Oldham and sold by said firm at their general sale.

With the foregoing exceptions the Inventory exhibits a full account of the personal ^{estate} and slaves of said R S Todd dec'd which came to her knowledge or possession. If there be any omission, it was by mistake and not known. Every thing was exhibited to the appraiser with the facts and circumstances, and the object and endeavour was to put down every thing of the estate of R S Todd which should be inventoried and appraised.

She admits that she sold a slave of the estate. The cause of the sale was, that he had run away and been put in Jail during the lifetime of R S Todd for sale, and his sale was directed by W. Todd on his death bed, who regarded said slave as dangerous. He had been in Jail some at considerable expense, the fever was prevailing, it was unsafe to take said slave out of Jail, and under those circumstances she regarded the sale as necessary and judicious. He was sold and the ~~proceeds~~ proceeds applied to pay a debt of said decedent in South. She admits that the personal estate had not been exhausted at that time in the payment of debts.

Respondent has no objection to a settlement of her accounts as Administratrix, nor to a sale of the real estate and slaves, and is willing that the property be sold free of her claim, provided compensation be made her for her answer out of the proceeds of sale. And she is willing and desirous that a division and distribution of the estate be made so soon as the debts of the estate are paid.

She would further state that there were some old notes and accounts, barred by time which were exhibited to the appraisers but being considered worthless, were not inventoried they are herewith filed.

There is also a certificate of Scholarship in the Western Military Academy also considered worthless & herewith filed.

She would also state that there is a bond for land assigned to H S Todd by B Ellis herewith filed. She is advised that the same is real estate which should also be sold and so far as she is concerned she consents that it may be sold on the terms mentioned above.

Kentucky
Fayette County 99

This day Elizabeth L Todd made oath before me a Justice of the Peace for the County aforesaid, that the statements of the foregoing answer so far as made from her own knowledge are true and so far as made from the information of others she believes to be true.

Given under my hand this 15 February 1851

Thos B Johnson JP &c.

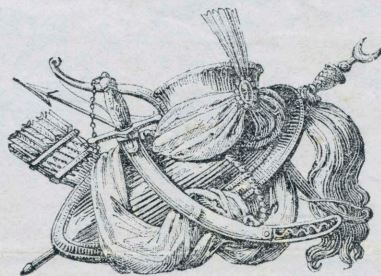
filed & noted
July 17th
1851
Thos B Johnson

\$100

No. 43

CERTIFICATE OF SCHOLARSHIP,

IN THE



WESTERN

MILITARY

INSTITUTE,

GEORGETOWN, KENTUCKY.

INCORPORATED WITH POWER TO CONFER DEGREES.

TO ALL WHOM IT MAY CONCERN,

BE IT KNOWN, that I, **THORNTON F. JOHNSON**, General Superintendent of the WESTERN MILITARY INSTITUTE, at GEORGETOWN, SCOTT COUNTY, KENTUCKY, by virtue of the authority in me vested, by the Incorporated Faculty, of said Institute, for, and in consideration of the sum of one hundred dollars, to me in hand paid for the use and benefit of said Institute, by Robert S. Todd of the City of Lexington, Kentucky do hereby sell, grant, and convey unto said Robert S. Todd one scholarship, in the said WESTERN MILITARY INSTITUTE; by virtue of which scholarship, the said Robert S. Todd is entitled to send to said WESTERN MILITARY INSTITUTE, one pupil, who shall be entitled, without any further payment for tuition, to all the privileges of instruction, either in the Preparatory or the Collegiate Department of said Institute, which his state of preparation or advancement in learning, may, in the opinion of the Faculty of said Institute, have fitted him to receive. And this scholarship, or privilege, shall commence at the date of the entrance of such pupil into said Institute, and shall continue, and be in force, during four years, from said date, and no longer.

PROVIDED ALWAYS, that nothing herein contained, shall entitle the said Robert S. Todd to send to the WESTERN MILITARY INSTITUTE, any pupil who, by reason of his physical, mental, or moral disqualifications, would not otherwise, be received; and, *Provided, further*, that any pupil who may enter the said WESTERN MILITARY INSTITUTE, in virtue hereof; shall be, in every respect, subject to all the Laws, Rules and Regulations which have been, or may be, from time to time, established for the government of said Institute, by the Faculty, or other competent authority thereof; *And Provided further*, That if such pupil, at any time during his attendance, in virtue hereof, at the WESTERN MILITARY INSTITUTE, shall incur the penalty of dismissal or expulsion, according to the established Laws, Rules and Regulations of said Institute, then all the rights and privileges, herein granted, shall, at that time cease and determine, and this scholarship shall be forfeited, without any claim for the repayment of the whole or any part of the consideration paid therefor.

FURTHERMORE, the said Robert S. Todd may, at any time, whilst this certificate is in full force, transfer the rights and privileges herein granted, or any unexpired part thereof; which shall be done, by his noting upon the face of this certificate, the fact of such transfer, and the date thereof, and the name of the person to whom such transfer is made; which note shall be signed with the name of the said R. S. Todd; *Provided*, that the General Superintendent, for the time being, of the said Western Military Institute, shall be forthwith notified of such transfer.

FURTHERMORE; Any pupil claiming the benefit of this scholarship, shall, at the time of his entrance, exhibit this certificate to the General Superintendent of the said Western Military Institute.

In Testimony Whereof, I have hereto affixed my name, and the Seal of the WESTERN MILITARY INSTITUTE, at Georgetown, Ky., this twenty second day of June 1848.

T. F. Johnson

Superintendent.

Post

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Dear Sir

I bid with the auction
of Capt. Robert D. Dade
Feb. 19th 1851

Belmont of New York
Western Military Academy



An agreement made between D.C. Humphreys
& Benjamin Ellis this 20th day of April
1820 Witnesseth that said Benj. Ellis has
done some Carpenter work for said Humphreys
at his rope walk & in South Frankfurt
for which said Ellis agrees to charge at
the lowest cash price, & received in payment
thereof two hundred acres of Land in Adams
County adjoining John Poper on the waters
of Proctor Creek a Branch of Cumbe-
land River. Patented in the Name of S^t H^{on}
Humphreys, the said two hundred acres
to be laid off from the beginning corner
& to include a small piece of cleared
ground near said Poper land. & the said
Ellis agrees to allow the said Humphreys
Seven dollars per acre for the said two
hundred acres - as witness our hand this
20th day of April 1820

Witness
James Caldwell

D.C. Humphreys
Benj. Ellis

Given on Ellis Bond for the title of 77
acres of Land J.C.H.

Benj Ellis &
D. C. Humphreys
Agreement
Dodd

S

Dodd's Adm

Filed with answer of
Mrs Dodd 18th Feb 1831

Dodd

Old Worthships

Notes & apes

b) Exhibits in answer
of Elizabeth L. Dodd

Dodd's Ad. &c.

Filed with Recd. 17. Dec 1851.

