

ADVERTISEMENTS.

FOR SALE.

A Likely Negro Man, about 30 or 31 years old, a first rate field hand and a good lawyer. Enquire at this office.

January 21, 1845.

To all persons interested in the estate of Geo. Bennett, late of Choctaw county, deceased.

NOTICE is hereby given, that I will, as administrator of said estate, present my account for final settlement and allowance at the March term, 1845, of the Probate court of Choctaw county, and at the same time move the court to grant me a discharge from all further duties as administrator of said estate when and where you will appear and show cause, if any you can, why such settlement and discharge should not be granted.

H. C. AVAND, Adm'r of Geo. Bennett, dec'd. Jan. 25, 1845-32-0t

NOTICE.

At the December term, 1844, of the Probate court of Choctaw county, the subscriber qualified as administrator on the estate of Charles Muirhead, deceased. Notice is hereby given to all persons having claims against said estate, to present them, properly authenticated, with in the time prescribed by law, or their recovery will be forever barred.

PLEASANT C. MUIRHEAD, Adm'r of C. Muirhead, dec'd. Jan. 25, 1845-32-0t

NOTICE.

At the November term, 1844, of the Probate court of Choctaw county, the subscribers qualified as administrator and administrator on the estate of James Cooper, deceased. Notice is hereby given to all persons having claims against said estate to present them, properly authenticated, within the time prescribed by law, or their recovery will be forever barred.

ELIZA COOPER, Adm'r. WILLIAM SPENCER, Adm'r. Jan. 15, 1845-32-0t

ADMINISTRATOR'S NOTICE.

To all persons interested in the lands and tenements of William Collins, deceased:

You will take notice, that at the February term next of the Probate court of Choctaw county, I will apply for an order to sell the N E 1/4 of sec. 26, the S E 1/4 of sec. 25, township 20, range 7 E; Also, the W 1/2 N W 1/4 of sec. 31, township 20, range 8 E; for the purpose of making distribution among the heirs and distributees of the estate of said decedent, when and where you will appear and show cause, if any you can, why such order should not be made.

JAMES S. COLLINS, Adm'r of William Collins, dec'd. Jan. 18, 1845-31-0t

LOOK HERE!!

I WILL rent or sell the plantation lately owned by Gen'l Heningway, lying 9 miles west of Greensboro, containing 150 acres of tillable land, 200 of which are of the best quality for cotton; with a good cotton gin and screw, a number of new Cabins, &c. Any person wishing to rent or buy would do well to call on myself in Greensboro, or Gen'l Heningway in Milledgeville.

HENRY S. GRAVES, GREENSBORO, Miss. Jan. 8, 1845

STRAYED OR STOLEN.

FROM the subscriber, living at Williams' Landing, on the 25th December, a large bay horse—has a very fast walk and trot, and inclined to be sway backed—seven years old last spring. Any information respecting said horse will be thankfully received, and all expenses for his return, besides a liberal reward if claimed, will be punctually paid.

G. W. H. EROWN, January 4, 1845.

R. GRAHAM,

Attorney at Law,

CARROLLTON, MISS.

November 20, 1844.

D. O. SHATTUCK. JOSHUA WHITMORE.

SHATTUCK & WHITMORE, ATTORNEYS AT LAW.

WILL practice in the counties of Carroll and Holmes. J. Whitmore's office at Carrollton.

November 1, 1844-12m

W. H. MILLER. J. S. GOOCH.

MILLER & GOOCH,

COTTON FACTORS

AND

Commission Merchants,

No 77 Poydras Street,

NEW ORLEANS.

November 16, 1844-1t

A. S. BROWN & CO.,

commission and forwarding merchants.

Williams' Landing, July 27, 1844.

R. B. KENDALL. Jo. F. AYRES.

KENDALL & AYRES,

Wholesale and Retail

GROCERS,

No 33 Gravier Street, New-Orleans.

In Store—Best Ky. Bagging, Rope, Negro Clothing, &c. [October 12, 1844-6m

J. D. LEFLORE,

Receiving, Forwarding and Commission Merchant, Leflore, Miss.

HAS constantly on hand a general assortment of Plantation Supplies, consisting in part of Bagging, Rope, Produce, Groceries, Iron, Nails, Castings, Shoes, and a general assortment of Dry Goods, all of which will be sold low for CASH or COTTON. Hoping to receive a liberal share of patronage, assuring you that all business entrusted to my charge will have prompt attention, I am at all times prepared to make liberal cash advances on cotton.

No. 2, 1844-20-6m

District Chancery Court of the State of Mississippi, at Carrollton.

Mary A. Pugh } Dec'r Term, No. 192. } 1844. Thacker W. Winter et al.

UPON viewing the matters in this bill, and the exceptions, to the satisfaction of the Court, that Thacker W. Winter, one of the defendants, is not an inhabitant of this State, but resides beyond the limits thereof, so that the ordinary process of this court cannot be executed upon him.

Ordered, That unless said defendant appear before the vice chancery, at the court room in the town of Carrollton, on the 21st Monday in June next, and plead answer or demur to the bill of complaint therein, the several allegations thereof will be taken for confessed, and such order or decree made thereon as the vice chancery may deem equitable and just.

It is further ordered, That a copy of this order be inserted in the Western Statesman, once a week for two months, successively.

Wm. F. EOLE, Clerk. Carrollton, January 25th, 1845.

ABSTRACT.

The bill shows that on the 25th day of February, A. D. 1837, the above named Thacker W. Winter, by a deed in trust, conveyed to one Thomas Nevell Waul certain parcels or tracts of land, among which was included the S E 1/4 of sec. 10, township 21 of range 6 E, which said deed of trust was made to secure one Andrew R. Govan in the payment of the debt therein specified, and empowering said T. N. Waul to sell the same in default of payment, in the manner specified in the said deed of trust, which were fully recited from said deed, herewith filed, marked exhibit "A."

Sheweth further that about the 5th of October, 1842, the aforesaid land, together with other lands conveyed in the said deed of trust, was offered for sale in the manner pointed out by said deed, by the said Thomas N. Waul, at which sale your enter became the purchaser of divers tracts of land, including the land aforesaid, for the consideration mentioned in the deed of said T. N. Waul to your orator, bearing date last aforesaid, herewith filed, marked "B."—Sheweth that said deed was recorded in the county of Carroll, where said land is situated. Further sheweth that the said Thacker W. Winter, sometime previous to making the said deed of trust, had purchased the said land from William Baskett, and said Thacker W. Winter, then named Isham and a jointless. That notwithstanding the said Thacker W. Winter had conveyed said land in trust as aforesaid, he, sometime about the 4th day of February, 1839 entered into a fraudulent combination with William H. Winter and William Baskett, and caused the said land to be, by said Baskett, conveyed to said William H. Winter, and gave to their deed a false date, to wit, 17th October, 1836, and obtained a certificate of acknowledgment dated 19th October, 1836. Said deed your orator suppress in the possession of William H. Winter, and prays that it be produced. She further shows that said deed expresses a consideration of \$1740, paid by the said W. H. Winter, to the said Baskett, which she charges to be false; and besides that he had notice of the conveyance of the said land in said deed of trust—that the whole of said consideration was paid by the said Thacker W. Winter. She further sheweth that the said W. H. Winter, by deed bearing date 26th Dec. 1839, conveyed said quarter section of land to one Jacob Jordan, who was to pay to T. W. Winter therefor, \$2400; \$1425 were paid in hand to T. W. Winter, and the balance afterwards, all but \$250, to the said T. W. Winter—that said Jordan had full notice of said deed of trust independent of registration, which deed she suppress in possession of said Jordan, and prays its production. Further sheweth that the said Jordan, on or about 30th of September, fraudulently conveyed said land to one John Sully, for, as is believed, a fictitious consideration of \$2000. She charges that said Sully was a purchaser, if a purchaser at all, with full notice. Sheweth that said 1/4 section is so situated as materially to effect the other lands which she purchased at said trustee's sale. She charges that these said several conveyances were made to defraud said deed of trust and those deriving title under the same. Sheweth that at common law she has no remedy, wherefore she prays subrogans directed to Thacker W. Winter, William Baskett, William H. Winter, Jacob Jordan and John Sully, and command them all and each to appear and answer the allegations herein charged, and more especially that the said Baskett answer whether he did not sell said land to the said Thacker W. Winter—when he sold to said Thacker W. Winter—when he sold to said John Sully—when he sold to said William H. Winter—when he sold to said Jacob Jordan—whether he did not make the conveyance to W. H. Winter to defraud said deed of trust?—whether T. W. Winter did not request him to convey to said William H. Winter—whether Thacker W. Winter, Baskett, the object of having said conveyance so made?—and to answer all other allegations, &c. And that the said Thacker W. Winter answer whether he paid for said land?—how he paid?—when he paid?—whether Baskett's deed to William H. is not ante-dated?—that he state when said deed was delivered to William H. and whether there was not an understanding between him and William H. to defraud said deed of trust?—whether he, Thacker W. has not received the greater part or all of the purchase money paid by Jordan for said land, and how happened he to receive it? That the said William H. Winter answer whether he ever paid Baskett any part of the consideration for the said land?—how and at whose request the said Baskett conveyed to him?—whether he did not know of the said deed of trust, and whether the said deed of Baskett was not made to defraud the said deed of trust upon the said 1/4 section of land?—whether he ever heard his brother Thacker W. Winter speak of said deed of trust?—whether he has ever received any money or other thing from Jordan on account of said land, and whether he ever considered himself as real owner of said land?—was he not only acting for the accommodation of his brother, allowing his name to be used to avoid the deed of trust? And that the said Jordan answer, with whom he first contracted to purchase said land?—to whom he has paid the money for the same, and who was to have the said purchase money?—whether Thacker W. or Wm. H. Winter received the same?—and whether he did not have notice or was in some way informed of the said deed of trust?—whether ever he or any person spoke of a deed of trust on said land, and what he heard said in relation thereto? And that the said John Sully answer, whether he did not have notice of said deed of trust, and whether he ever heard the said Winter or any one else speak of the same?—what he heard said on the subject?—why he purchased of said Jordan, and what he has paid therefor?—what he has heard the said Jordan say concerning said deed of trust? And that all of the defendants answer fully all and eye-

ry the allegations &c. She prays the several deeds, to wit, from Baskett to William H. Winter, from W. H. Winter to Jordan, from Jordan to John Sully, to be cancelled, and title to be vested in her; and if not entirely covered on such thereof as may be necessary to vest the title in her, and for general relief, &c.

MARY A. PUGH, Fisher & Cheves, Sol'rs. 32-2m

District Chancery Court of the State of Mississippi, at Carrollton.

Mary A. Pugh } December Term, No. 191. } 1844. Thacker W. Winter, Sarah Winter, Wright B. Hendrick & Wm. McMath.

UPON viewing the matters in this bill, and the exceptions, to the satisfaction of the Court, that the defendants, Thacker W. Winter, and Sarah Winter are not inhabitants of this State, but reside beyond the limits thereof, so that the ordinary process of this court cannot be executed upon them, it is

Ordered, That unless said defendants appear before the vice chancery, at the court room in the town of Carrollton, on the 31st Monday in June next, and plead answer, or demur to the bill of complaint therein, the several allegations thereof will be taken for confessed, and such order or decree made thereon as the vice chancery may deem equitable and just.

It is further ordered, That a copy of this order be inserted in the Western Statesman, once a week for two months, successively.

Wm. F. EOLE, Clerk. Carrollton January 25th, 1845.

ABSTRACT.

The bill shows that on the 27th day of February, A. D. 1839, Thacker W. Winter made a deed of trust to Thomas N. Waul, to secure one Andrew R. Govan in payment of large sums of money, divers tracts of land in Carroll county, among which the following, to wit: the N 1/2 of the W 1/2 of the S W 1/4 of section 10, Township 21, Range 6 East, which said deed of trust was recorded in Carroll county on the 5th day May 1839; sheweth that at the time of said deed the said Thacker W. Winter was in full possession of said land. Further sheweth that on the 7th day of October, 1842, default having been made in payment of the money secured by said deed of trust, the said T. N. Waul, having given notice as required, proceeded to sell divers parcels of land embraced in said deed, among which was the one above described, at which sale she, Mary A. Pugh, became the purchaser. Shows that sometime previous to the making of said deed of trust, Thacker W. Winter had purchased the said 1/4 of land from one Wright B. Hendricks, and paid the said Hendricks for the same. To defraud said deed of trust, the said Thacker W. and the said Hendricks entered into a combination, in which the said Thacker W. included his wife Sarah winter, and thereby caused the conveyance to be made from said Hendricks to Sarah winter and at the same time destroyed the evidence of title existing between Thacker W. and Hendricks for the above described 1/4 of land; said conveyance was made on or about the 20th of Dec. 1839, which last deed is supposed to be in the possession of Thacker W. and Sarah winter, and prayed to be produced. Further sheweth, that on or about the 30th of November, 1841, for the consideration of \$100 the said Sarah winter conveyed the said land to one William McMath, which deed was ratified by Thacker W. and she supposes is in the possession of the said William McMath, and is prayed to be produced. Shows that all the aforesaid parties had full notice of the deed of trust on said land prior to the several fraudulent acts aforesaid independent of the registration of title deed of trust. Sheweth that she has no remedy at common law wherefore she prays a writ of subpoena &c., each to appear and answer &c., but more especial Wright B. Hendricks to answer whether he ever contracted or agreed in any manner to sell to Thacker W. Winter the said land? what writing or writings passed between them for said land? who said him therefor? at whose instance he conveyed to said Sarah winter? what notice prompted him so to do? That he disclose the time, date and year of his sale to Thacker W.

And that said Thacker W. Winter as to when he purchased said land from said Hendricks? Whether it was not before the execution of the deed of trust? what contract he had made therefor? whether or not said conveyance was not made from said Hendricks, to said Sarah winter, to defraud the deed of trust on said 1/4 of land? whether he did not pay the said Hendricks for the same? whether he did not receive pay therefor from said McMath? And that the said McMath answer as to his knowledge of said deed of trust on said land? what he heard said winter or said Hendricks say upon the subject? and as to his notice thereof? and all he ever heard said touching a deed of trust upon said land. And prays that the deed from said Hendricks to said Sarah winter and from Sarah winter to said McMath be cancelled, or so far cancelled as to vest the title to the said 1/4 of land in your orator and such other decree &c.

FISHER & CHEVES, Sol'rs. 32 2m

A. A. STITH. J. S. JOHNSON

STITH & JOHNSON, ATTORNEYS AT LAW,

Having associated themselves together in the practice of law, will attend all the Circuit Courts in the second Judicial District, the Vice Chancery Court at Carrollton, the Federal Court at Pontotoc, and the Supreme Court at Jackson.

A. A. Stith will reside in Greensboro, Choctaw county, and J. S. Johnson in Carrollton. All business entrusted to their care will receive prompt attention.

July 27, 1844.

POLLARD, HOPKINS & CO. COMMISSION MERCHANTS

19 & 21 Bank Place, NEW ORLEANS.

GEO. POLLARD. WM. C. HOPKINS. JOHN E. TOWNS. August 10, 1844-12m

WE will receive in a few days and offer for sale at small advances, 10 tons of Iron, 2 do Castings, 150 bbls S. F. Flour, 10 casks choice Bacon, 25 kegs Lard, 50 bbls Whiskey, 10 bbls green Apples, Cheese, Butter, &c. &c.

A. S. EROWN & CO

WE have in store a large lot of nails, Stone ware, Wood ware, Lowells, Sheetings, Russel Brogans, Boots &c. &c., which we offer low for cash or cotton.

A. S. BROWN & CO. Greenwood, Dec. 13, 1844.

NEW HOTEL.

The subscriber having opened a Hotel at Carrollton, Miss., in the house formerly occupied by James Phair, Esq., respectfully solicits a share of public patronage.

CHARGES AS FOLLOWS:

Boarding and lodging per month, \$12 50 Do without " " " 10 00 Do and " " " week, 5 00 Do without " " " day, 4 00 Do and " " " day, 1 00

For further particulars, please call at the premises. Carrollton, Mi., Dec. 10, 1844.

P. R. My tables are good, and the best attention paid to business.

THE NEW STEAMER RODOLPH,

R. W. VANDERBILT, Master.

WILL run regularly between this place and New Orleans, leaving Greenwood on the 5th, 15th and 25th of each month.

For freight or passage, apply on board. Greenwood, December 14, 1844-26-4t

REGULAR PACKET For Yazoo River.

THE new and splendid Steamer HARBOR-TIMES, J. M. Broadwell, Master, (having been built expressly for the trade) will run as a regular packet, between Lefflore and New-Orleans, during the present season, commencing about the first of January next, making regular trips every two weeks; leaving New-Orleans on Saturday evenings, and Lefflore and Greenwood on the Friday following.

For freight or passage, apply on board. LEFFLORE, Nov. 25, 1844-24-3m

Greenwood and New Orleans Packet.

THE new, splendid and fast running Steamer ST. LANDRY, W. T. Stratton, Master, has commenced her regular trips, between this place and New-Orleans, and will continue to run during the season, leaving Greenwood every 10 days. The St. Landry will leave Greenwood on Tuesday, 10th December. For freight or passage, apply on board, or to

WRIGHT & WHEELS. GREENWOOD, Nov. 28, 1844-24-4t

Grenada "Harry of the West" will please copy the above bill ordered out, and forward account to Wright & Wheel, Greenwood.

GREENSBORO HOTEL.

THE subscriber has again opened his public House in Greensboro, having thoroughly repaired his buildings, where he will be always prepared to entertain his old friends, and the public generally; and hopes they will renew their former patronage.

MAY B. MEDLEY. GREENSBORO, Mi., Sept. 2, 1844.

VALUABLE PROPERTY FOR sale at Greenwood, Mi.

THE subscriber offers for sale one of his commodious Ware-Houses and Cotton Sheds in the town of Greenwood, on the Yazoo River. Persons wishing to purchase will do well to call and examine soon. The House fronts 50 feet on the river, and extends 100 back.

The prosperous condition of the place renders it certain that the time is not far distant when it will be inferior to no place on the river in point of business.

G. STANCILL. June 29, 1844 2-6m

NOTICE.

At the October term, 1844, of the Probate Court of Choctaw County, the subscribers qualified as Executors of the last will and testament of Thomas P. Wortham, deceased; notice is hereby given to all persons having claims against said estate, to present them properly authenticated within the time prescribed by law, or their recovery will be forever barred.

J. T. WORTHAM, CASANDER WORTHAM, Ex'rs of T. P. Wortham, dec'd. December 2, 1844-25-6w

NOTICE.

At the October term, 1844, of the Probate Court of Choctaw County, the subscribers qualified as Administrator on the estate of the late Cuthbert H. Hightower, late of Choctaw county, deceased; notice is hereby given to all persons having claims against said estate, to present them properly authenticated within the time prescribed by law, or their recovery will be forever barred.

WILLIAM T. HIGHTOWER, Ex'r of C. H. Hightower, dec'd. December 2, 1844-25-6w

NOTICE.

At the November term, 1844, of the Probate Court of Choctaw county, the subscriber qualified as Administrator on the estate of the late deceased; notice is hereby given to all persons having claims against said estate, to present them properly authenticated within the time prescribed by law, or their recovery will be forever barred.

BIRD L. PUGH, Adm'r of John Pugh, dec'd. December 2, 1844-25-6w

ADMINISTRATOR'S SALE.

IN pursuance of an order of the Probate Court of Carroll county, Mississippi, at the term of 1844; I will on the 18th day of December, 1845, offer for sale at public auction, for the term of twelve months, the South West 1/4 of Township 16, Range 5 East, belonging to the estate of Enoch G. Ely, deceased, of the amount of which may be sufficient to pay the said estate.

THOMAS ELY, Adm'r of E. G. Ely, dec'd. December 6, 1844-26-6w

NOTICE.

At the November term, 1844, of the Probate Court of Choctaw county, the subscriber qualified as Administrator on the estate of the late deceased; notice is hereby given to all persons having claims against said estate, to present them properly authenticated within the time prescribed by law, or their recovery will be forever barred.

PLEASANT J. CAMPBELL, Adm'r of Adison Campbell, dec'd. December 2, 1844-25-6w

JOB WORK NEATLY AND EXPEDITIOUSLY EXECUTED AT THIS OFFICE.



HOME PROTECTION.

Memphis Insurance Co. Capital \$100,000. A. B. BROWN, Agent.

WILL insure in Home and Marine Insurance, description against fire and lightning, and on Sea Vessels and on other usual terms of other offices.

GREENWOOD, Mi., Oct. 21, 1844.

LIST OF LETTERS Remaining in the P. O. at Carrollton the 1st day of January, 1845, not taken out before the 1st day of January, 1845, will be sent to the Office as dead letters.

- Austin, Richard
Anthon, Thomas
Andrey, Charles M
Bird, John
Bulford, G W
Burton, Margaret
Burt, Charles H
Barnett, N A
Briscoe, John A
Busby, C
Cain, Dr. Jonathan
Carroll, Mrs. Ann
Crafts, C S
Cranston, Rev. Moses
Carleton, Elizabeth
Cheek, Pleasant
Cross, Richard
Crocker, N S
Clerk Circuit Court 16
Davis, W W
Daniel, Enoch
Edwards, Eliza 2
Ettridge, Wm G
Edmonson, Thomas
Earl, Obediah
Farris, Legal
Faucett, Wm 2
Fulllove, Thomas J
Ferguson, James B
Francis, J M
Field, Washington
Fisackerly, John G
Ganatt, Mrs S D
Gerron, A
Gordon, Maj J
Glover, James
Gaydon, Reuben
Gornea, L M
Holman, Daniel
Helton, Truman
Herring, W G
Hughes, H S
Haly, Isaac H 2
Hawkins, F & J B
Hooks, Isaac
Holman, John
Harrell, Alfred B
Hughes, John
Haggard, Henry
Howard, V E & B D
Halsey, A A
Hughes, Mrs. E D
Ingram, William
Johnson, James S
Keroon, John A
King, E E
Kerley, W
Loving, W
Leahy, S
Low, John
Lester, G T
Marsalis, J
Meriwether, J
Metcalf, A
Metzler, J
McCook, J
Maney, J
Morgan, J
Melburn, J
McKay, S
Martin, John
Nason, John
Parker, Isaac
Pryor, Geo
Patterson, J
Patton, B
Price, Silas
Porter, J
Plummer, C
Ranger, J
Richards, J
Robinson, J
Reynold, S
Ransom, J
Smith, Allen
Scott, Josiah
Strange, J
Smith, A G
Shirley, J
Stowell, J
Stolt, Charles
Tisdale, W
Thompson, J
Thompson, J
Thomas, J
Taylor, J
Tappe, J
Vilfers, W
Wilson, M
Wagnon, J
Wright, J
White, A
Wood, M
Wiggins, M
Watkins, W
Ward, J
Walsh, M
William Sanderson