

agreements or awards of the above appraisers or arbitrators, when made they are each the abovesaid James P. Payne and his sister Sarah Louisa Pollard formerly Payne) of their own free will and accord hereby held and firmly bound in the penal power of the United States to be taken and paid to the other party out of each portion of said estate of which either party may be entitled for or upon the refusal or failure of either one of them to accept and comply with former as final the written award of the aforesaid arbitrators or appraisers when given under their hands and seals in testimony whereof we hereunto set our hands and seals this 5th day of Jan^y 1880

Witness my hand and seal in presence of
 J. J. Mackley (Seal)
 Trial Justice, Greenville Co. S.C.
 January 15th 1880

Personally appeared before me
 N. W. Garrison, A. W. Eakins, Semina Eakins, Susan
 Marion Sutton and C. D. Westcott, each of whom being
 duly sworn do declare and say that they accept the app-
 ointment herein made and will perform the same to the
 best of their ability and judgment and without fear
 favor or affection of any one.
 Accepted by witnesses } N. W. Garrison (Seal)
 before me this 15th Jan 1880 } Semina Eakins (Seal)
 J. J. Mackley } A. W. Eakins (Seal)
 Trial Justice, Greenville Co. } Smallwood Dalton (Seal)
 C. D. Westcott (Seal)
 Recorded for 15th January 1881

242 James P. Payne Agreement South Carolina
 To Sarah Louisa Pollard Greenville Co. S.C.
 We the undersigned ap-
 praisers and arbitrators
 selected and appointed under Order by all the parties
 in interest to appraise the parties and our duties
 committed with the estate of the late John P. Payne

and to make a just and equitable division of the same between
 his heirs James P. Payne and his sister Sarah Louisa Pollard
 formerly Payne) do hereby unanimously agree upon the following
 division To wit: To James P. Payne is assigned and allotted the
 Homestead together with one hundred & thirty six (136) acres of
 land connected with the same and which is now valued at 6⁰⁰/₁₀₀
 Cts per acre out of which said share the said James P. Payne
 hereby binds himself to pay or settle a claim held by Thomas
 J. Turner against the estate amounting to ninety two dollars
 \$92.00 in addition to which he the said J. P. P. is also to pay
 one half of any other claims against the estate if any should
 be presented. To Sarah Louisa Pollard is hereby given
 and awarded the remainder of the Lands say one hundred
 and 102 acres (One Hundred & Two) Be the same more or
 less valued at \$7⁰⁰/₁₀₀ Seven Dollars & twenty cents per acre
 and she is further more to be released from all liability for
 the claim held by T. J. Turner. But she the aforesaid
 Sarah Louisa Pollard is hereby obligated to pay one
 half of any other claims if any against the aforesaid
 estate. The above completes and concludes all the div-
 ision of the aforesaid estate that the undersigned were
 authorized and empowered to make.

in testimony whereof we have hereunto set our
 hands & seals this 15th day of Dec 1880
 N. W. Garrison (Seal)
 Semina Eakins (Seal)
 A. W. Eakins (Seal)
 Smallwood Dalton (Seal)
 C. D. Westcott (Seal)

We the undersigned parties in interest accept in
 good faith the foregoing division and award as
 final & concluded and do hereby bind ourselves
 our heirs executors Administrators and assigns
 strictly to observe the same.
 Witness to J. W. Garrison } J. P. Payne (Seal)
 Smallwood Dalton } Sarah Pollard (Seal)
 Signed, Sealed and Delivered
 in presence of
 J. J. Mackley Trial Justice for
 Greenville Co. S.C. 15th Jan 1880