

JANUARY TERM 1802

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Clarksville Public Library - Clarksville, Clark Co. Ky
Order Book of Common Pleas - 1801-1805 - Box 37

5/15/99

William Smith
vs
Joshua Lindsey

Plaintiff
Defendant

In Debt 100 Dols

The Defendant by his Attorney Henry Stout Esquire, comes and says that he does not owe the Debt in the declaration mentioned in manner and form as the plaintiff against him has declared and this he prays may be enquired of by the Jury and the plaintiff likewise, wherefore let a Verdict facias issue ipse Jura Commanding the Sheriff Jura

William Smith
vs
Joshua Lindsey

Plaintiff
Defendant

In Debt 180 Dollars

The Defendant by Henry Stout Esquire his Attorney comes and says that he does not owe the Debt in the declaration mentioned in manner and form as the plaintiff against him hath declared, and this he prays may be enquired of by the Jury - And the plaintiff likewise, wherefore let a Verdict facias issue Jura, Commanding the Sheriff Jura

Ordered that Court be adjourned until Court in course

Consent of parties, or as ordered that this bill be returned

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William Smith Plaintiff

vs

Robert W. Nutt & Joshua Lindsey, Deft.

In Debt - 100 dol.

The plaintiff by Robert Hamilton his attorney comes and files his declaration in the words following to wit "Indiana Territory Clark County 5th October Term 1801 William Smith complains of Robert W. Nutt, who by the return of the sheriff was not to be found, and Joshua Lindsey in Custody Year of a plea that they Rescindents when the sum of one hundred Dollars, which to him they owe and from him unjustly detain, so that whereas the said Robert and Joshua did on the 9th day of October 1799 by their certain writing obligatory became bound unto the said William in the sum of one hundred Dollars, to be paid against the first day of January next, which was the first day of January ensuing the date of the writing of which said writing is signed with the proper names and handwriting of them the said Robert & Joshua and to the best his shown, the same is the day and year just above written and that the said Robert and Joshua not regarding their promise and undertaking

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120 entered into as aforesaid but contriving and fraudulently intending to deceive the said William in this behalf have not, nor have either of them on the 1st day of January nor at any day before nor since that time paid the said sum of One hundred Dollars to him the said William or any part thereof the often so to do they have been therunto Required but to pay the same hitherto have refused and still do refuse to the damage of the said William One hundred Dollars therefore ~~to~~ ~~the~~ ~~same~~ ~~in~~ ~~terms~~ ~~expressed~~ ~~in~~ ~~the~~ ~~writing~~ ~~aforesaid~~ which shall testify the debt aforesaid. John Doe & Richard Roe, P. P. C. - At Hamilton P. D.

And the Defendant Joshua Lindsey by Henry Hurst Esquire his Attorney, saving & reserving to himself all manner of benefit and advantage of exception as well to the plaintiff as well as to his defence takes Oath of the writing obligating which is recd to him in the words following to wit " We or either of us do promise to pay unto William Smith the sum of One hundred Dollars, to be paid against the first day of January next but not bearing Interest till the first day of June next, it being the Value Received of him this second day of November 1799. Robert M. Smith Esquire Joshua Lindsey - Witnesses present John Briggs" And has leave to Demand until next Court

The Defendant not having filed to the plaintiffs Action, on the motion of the Plaintiff by his said Attorney. It is ordered that the Defendant do file the same at the next Term

William Smith Plaintiff

Robert McKitt & Joshua Lindsey Defs

In Debt 80 dollars

The Plaintiff by Robert Hamelton Esquire his Attorney comes and files his declaration which is in the words and figures following to wit "In the Indiana Territory Black County 2d October Term 1801 William Smith complains of Joshua Lindsey as Custody Year of a fine that he renders unto him the sum of Eighty Dollars which to him he owes and from him is by default. In that Whereas one Robert McKitt and the said Joshua Lindsey on the twenty-first day of October 1799 by their certain writing obligatory promised to pay or cause to be paid to the said Plaintiff or order the Just and full sum of Eighty Dollars to be paid on the twenty-second day of December next after the date of the said writing obligatory, which said writing is signed with the proper Names and hand writing of the said Robert & Joshua and sealed with the proper seal of the said Robert, and to the same is now here shewn the date whereof is the same day and year aforesaid: And whereas the Sheriff of the County aforesaid having returned on the original writ of habeas corpus against the Defendants that the said Robert McKitt was not to be found with his bailment - Nevertheless the said Joshua Lindsey altho' after due demand for the said sum of Eighty Dollars or any part thereof to the said Plaintiff hath not paid on the said 22^d day of December next after the date of the said writing obligatory the said sum of Eighty Dollars that he is bound to pay to the said Plaintiff."

101

301

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100

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(in any part thereof) the said Defendant shall hold the said Plaintiff's money and shall not be liable to the payment of the said money, but shall be liable to the payment of the said money, and therefore he brings suit for the same, he brings here the writing signed and sealed the debt of \$1000.

John Doe of the County of ... Robert Hamilton
And the Defendant Justice sitting by Henry Hunt Esquire his Attorney, saving and reserving to himself all manner of benefit and advantage of exception as well to the plaintiff's writ as to his declaration, came upon of the writing obligatory which is now to hand in the words following to wit: We the undersigned do promise to pay or cause to be paid to William Smith a true and full sum of Eight Dollars to be paid on the twenty second day of December next, but not to bear interest until the first day of said next it being so that we received of him as witness our hands and seals this twenty first day of October 1799 - Robt. M. Hall Esq. Justice sitting - John Doe Esq. And has leave to inspect until next term.

The Defendant not having plea to the Plaintiff's Action, on his motion by his said Attorney, It is ordered that he do file the same at the next term.

Charles F. Tuley Esquire Plaintiff
John Gibson Esquire Defendant
In Case

The Plaintiff not having filed his declaration, on the motion of the Defendant by ...

BOOK OF COURT OF 1801-1805

April 8th 1802

William Smith

Plaintiff

vs Indebt

Joshua Lindorff

Defendant

This day came the parties by their Attorneys, and the Defendant
relinquished his former Pleas, and saith that he cannot gain say the Action
of the Plaintiff: Therefore it is considered by the Court that the Plaintiff
do recover against the Defendant, the sum of Eighty Dollars, the Debt in
the Declaration mentioned, with Interest thereon at the rate of six per Centum
Per Annum, from the first day of June One thousand eight hundred, until Paid, and
also the Costs by him about his suit in the behalf aforesaid; and the Defendant
in attorney fees

The Same

Plaintiff

vs Indebt

CLARK COUNTY, ORDER BOOK
COMMON PLEAS, 1801-10

John Gibson Esquire Defendant

The plaintiff not having led his declaration on the motion of the Defendant by Benjamin Park Esquire his Attorney; It is ordered that he do file the same at the next Term

Abner James N Wood Esquire

James N Wood Esquire claims and makes oath to four days attendance at this Term as a witness for John Light and William Wilson

James Alexander claims and makes oath to three days attendance at this Term as a witness for Richard Pile and James Anderson

Margaret Denny claims and makes oath to four days attendance at this Term as a witness for Richard Pile and James Anderson

Elizabeth Alexander claims and makes oath to two days attendance at this Term as a witness for Rich Pile and James Anderson

Present James N Wood Esquire

John Hamner claims this day attendance at this Term as a witness for Rich Pile and James Anderson

Given that bond by respective parties in cases

Wm. H. H. Clerk