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COMMON PLEAS COURT MINUTES

• 1796 - 1799

KNOX COUNTY, INDIANA

PART ONE

W. P. A.

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Indianapolis, Indiana

The Indiana Historical Records Survey

January 1941

Knox County

Common Pleas Court Minutes 1796-99

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Pleas at Post Vincennes in the Court of Knox and Territory of the United States Northwest of the river Ohio, before James Johnson Lewis Edeline & Luke Decker Esquires Justices on the 2nd day of Feb 1796.

Robert Buntin vs Daniel Pea) Be it remembered that heretofore to-wit, during the Vacation and since the adjournment of the Last Nov Court to-wit on the day of in the year 1796 the said Robert /illegible/ out of this Court a certain writ of (Capias adrespondendum) against the said Daniel Pea in a plea of trespass on the case in the words and figures following, to wit "Territory of the United States north west of the river Ohio Knox County. So The United States to the shores of our said County of Knox. Greeting, we command you to take into your custody the body of Daniel Pea Guncith if he may be found within your bailiwick and him safely keep so that you have his body before our Justices of our county court of Common Pleas next to be taken at Vincennes within and for our said County on the first tuesday of February next, then and there in our said court to answer unto Robert Buntin in a Plea of trespass on the case to the damage of the said Robert as he says the sum of sixty dollars which shall then and there be made to appear with other damages and of this writ make due return. Witness Pierre /illegible/ Esquire presiding Justice of our said Court at Vincennes. The fourth day of November in the year of our Lord one thousand seven hundred ninety five.

Robert Buntin" on which writ is the following return to wit "returned the within mentioned writ" at which return to wit the day a year afore-said the said parties in their proper person appear and said return

W. X County

Common Pleas Court Minutes 1796-99

filed his certain declaration against the said Daniel to wit, the said declaration is in the words and figures following, "to wit, W. X County to wit, Daniel Fox late of Vincennes in the county aforesaid gunsmith who attended to answer Robert Buntin of a plea of trespass on the case & wherefore the said Robert

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by himself complains that whereas the aforesaid Daniel the defendant of December 1794 at Vincennes in the county aforesaid was indebted to the same Robert, in fifteen pounds sixteen shillings and six pence lawful money of Virginia for diverse goods and Merchandise by the said Daniel of the same Robert bought and received and being so indebted, the aforesaid Daniel, to wit, the same day & year aforesaid, at Vincennes aforesaid in consideration thereof assumed upon himself, an obligation and there faithfully promised the same Robert that he the said Daniel the aforesaid sum of fifteen pounds sixteen shillings and six pence, for the goods wares and merchandise when whereunto afterwards he should be requested would well and truly pay and content: Never the less the aforesaid Daniel not at all regarding his sacred promises and assumption aforesaid but conferring fraudulently intending the same Robert in this behalf craftily & subtilly to deceive and defraud the aforesaid several sum of money or any part thereof to the same Robert has not paid or any wise for the same contented, altho' the aforesaid Daniel was requested to wit the second day of January in the year 1795 and was requested to so do, but hath hitherto altogether refused, and still

Common Pleas Court

Common Pleas Court Minutes 1758-9

do refuse to pay of any wise consent him for the same, as yet of the said Robert saith that he is worse, and hath damaged the value of sixty dollars and therefore he brings this suit and therefore craves relief, and there are places to prosecute to wit. "John Doe / Book C / Doe" and afterwards to wit the day and year aforesaid the said defendant appeared in his proper person and confessed judgment for the sum of fifty two dollars, and seventy five cents wherefore it is considered by the Court that the said Plaintiff recover of the said cost the said sum of money by him the said debt confessed to be due and the debt be in money to Henry Vanderburg vs Thos Malloy'. Be it remembered that heretofore, to wit, during the vacation and said adjournment of the last November Court to wit, on the day in the year 1852 the said Henry sued by this court a certain writ of *Capias ad respondendum* against the said Thomas Malloy in a plea of trespass on the case, in the words and figures following to wit Territory of the United States north west of the River Ohio, In the County of The Sheriff of said County is the Sheriff of our said County of Incom Greeting, We command you to take into your custody the body of Thos Malloy soldier if he may be found in your Bailiwick and him safely keep so that you have him before our Justices of our county court of Common Pleas next to be holden at Vincennes within and for our said county on the first Tuesday of February next. Then and there in our said Court to answer unto Henry Vanderburg Esq, Esquire of said county esquire in a plea of trespass on the case to the damage of the said Henry as he craves the sum of sixty dollars which shall then and there be made to appear with other damages and of this writ to wit

Harrison County

Common Pleas Court Minutes 1797-99

and return witness Pierre Manolin Esquire. Presiding Justice of our said Court at Vincennes the fourth day of November in the year of our Lord one thousand seven hundred ninety

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Robert Duntin Pro the: 7 on which said Writ there is the following return to wit Executed to within mentioned writ, at which return, we wit the day and year aforesaid the said parties in their proper persons appear and the said Henry filed his certain declaration against the said Thomas Volley so which said declaration in the words and figures following to wit

"Territory of the United States northwest of the Ohio River County 3' in the Court of Common Pleas for said County soldier was attached. He answered Henry Vanderburgh of the same place Esq in a plea of trespass on the Case, and whereupon the said Henry complains that the said Thomas on the eleventh day of June in the year of our Lord one thousand seven hundred and ninety two at the town of Vincennes in the County aforesaid was indebted to the said Henry in the sum of Forty three dollars and eleven ninetieths of a dollar lawful money of the United States, for divers goods and Merchandize by him the said Henry to the said Thomas before that time there sold and delivered the said Thomas then and there in consideration - thereof assumed upon himself to pay the said Henry then and there faithfully promised that he the said Thomas, the said sum of Forty three dollars & eleven ninetieths of a dollar to the said Henry when cleared after some time to come."

Knox County

Common Pleas Court Term 1793-4

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requested, well and faithfully would pay and content - never, least the aforesaid Thomas not regarding his welfare and advantage aforesaid, but contriving and fraudulently intending the said Henry in this behalf, craftily and subtilly to deceive and defraud the aforesaid sum of forty three dollars and eleven ninetenths or any part thereof to the said Henry hath not said; or any wise for the same contented altho the aforesaid Thomas afterward to wit. The first day of July one thousand seven hundred ninety three at Vincennes aforesaid was requested to so do but hitherto altogether refused and still does refuse to pay, or any way content him, the said Henry for the same. Whereupon the said Henry saith that he is was and hath managed of the Value of sixty five dollars lawful money as aforesaid and therefore he brings his suit He and there are pray, to prosecute to-wit.

John Doe and Richard Roe and afterward to wit the same day and year aforesaid came the deft. by William McIntosh his attorney first and filed his plea in Bar to the said action which said Plea is in the words and figures following to wit, Territory of the United States northwest of the river Ohio Knox County in the County Court of Common Pleas February 1793 Thomas Malloy at the suit of Henry Vanderburgh, plea in bar, whereof the said Thomas by William McIntosh his attorney for accusation came and says that the said Henry ought not to have any claim or demand thereof against him the said Thomas because he says that said Henry is he that he did receive for the same and thereas the said Henry against him hath declared, but the said Thomas further says, to-wit

Plex County

Common Pleas Court Minutes 1790-99

making of the several promises and assumptions in the declaration, aforesaid above supposed to be made, to wit, on the eleventh day of June in the year one thousand seven hundred ninety at Vincennes in the County aforesaid, He gave and delivered to the said Henry his certain power or letter of attorney sealed with his seal to demand receive and receive of the paymaster General of the army of the United States, or other person duly authorized to pay and settle the same certain pay, and arrears of pay, clothing and arrears of clothing, bounty and arrears of bounty which were then due.

and coming to him the said Thomas for his services as a soldier in the army of the United States, in further satisfaction and discharge of the several promises and assumptions and of all money therein mentioned, which said power or letter of attorney the said Henry in full satisfaction and discharge of the said several promises and assumptions and of all the money therein mentioned from the said Thomas, then and there had and received and this he is ready to testify, also that the said Thomas and the said Henry ought to have and maintain his action aforesaid against him, and afterward to wit. The same day or year aforesaid the said Plaintiff doth and filed his replication to the said plea which said replica is in the words and figures following, to wit, and the said Henry says that the Plea above, by the said Thomas in answer and plea above pleaded, and the matter in the same contained are not sufficient in law to preclude him the said Henry from his action aforesaid against him the said Thomas, and that to the said Henry shall no benefit, and is to be by the law of the land, or if any way he answer -

of County

Common Pleas Court, No. 1703-0.

In a manner & form aforesaid pleaded, and this he is ready to satisfy
 wherefore for want of a sufficient plea in this behalf the lawfully
 made judgment and his damages by reason of the premises aforesaid -
 to be adjudged to him to and for causes of demand in law in this be-
 half the said Henry assigns the following because the said Thomas in
 his plea aforesaid both alleged that he gave and delivered to the said
 Henry a power of attorney duly executed to authorize and empower him the
 said Henry to demand receive and receive to his the said Henrys own
 proper use, of the pay master General of the Army of the United States,
 or such other person as might be authorized to pay and settle the same
 all the pay, arrears of pay County money, arrears of County money,
 clothing, and arrears of clothing to which for his services as a
 soldier in the Army of the United States aforesaid before what time or
 right be they due and owing to him the said Thomas, in full satisfaction
 and discharge of the several promises and assumptions aforesaid and all
 the debts therein mentioned, which said power of attorney he gave and
 delivered to the said Henry in full satisfaction and discharge of the several promises and assumptions
 aforesaid and of all the money in the same mentioned from the said
 Thomas then and there had and received, and this he says may be enquired
 of by the County and afterward to wit the same day & year aforesaid the
 parties appeared in their person and the Deft agrees to pay the debt in
 the declaration so soon as it is ascertained that the pay of the Deft
 has not been applied to the -

Infer Court,

Common Pleas Court Minutes 1796-99

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and execution stayed until the same shall be made to appear to this Court, and the Doit in Mercy of -

John N. Sailey)

vs

Case damages 20 doll. . . .

William Biddle)

Do it remembered that heretofore to wit during the vacation and since the adjournment of the last Nov. Court to wit on the [omitted] day of [omitted] in the year of [omitted] the said John sued out of this Court a certain writ of Capias adrespondendum against the said William Biddle in a plea of trespass on the case which said to wit in the words and figures following, to wit "territory of the United States to the sheriff of our said county greeting, we command you to take into your custody the body of William Biddle of said county, inson if he may be found in your Bailiwick & him safely keep so that you have him before our Judges of our county Court at Common Pleas next to be holden at Vincennes within and for our said county on the first Tuesday in February next then and there in our said Court to answer unto John N Sailey late of said County Yeoman in a plea of trespass on the case to the damage of the said John as he saith Twenty dollars which shall then and there be made to appear with other damages and of this writ make due return. Witness Pierre Gamelin Esquire first Judge of our said Court at Vincennes the 3rd November 1795. Robert Burtin on which said writ of Capias do the following return, executed the within mentioned writ, as which return, to wit, the day and year first aforesaid the said parties in their or the returns

Knox County,

Common Pleas Court Minutes 1798-99

appeared, and the said John confesses to have recd satisfaction for the damages above stated, and the defendant to pay the cost of the suit in behalf expended, whereupon it is considered by the Court that the plaintiff recover of the said defendant his costs and charges about his suit in that behalf expended and the defendant in Mercy

Tousaint Dubois)
) case damages.
 vs)
)
 Francois Robishea)

be it remembered that heretofore, to wit during the vacation and since the adjournment

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of the last November Court, to wit on the omitted day of omitted in the year omitted the said Tousaint sued out of this court a certain writ of Capias adrespondendum against the said Francois Robishea in a plea of Trespas on the case which said writ is in the words and figures following to wit Territory of the United States North west of the river Ohio, Knox County Ss. The United States to the sheriff of the said county Greeting, we command you to take the body of Francois Robishear of said county, trader if he may be found in your bailiwick and him safely keep so that you have him before our Justices of our County Court of Common Pleas next to be holden at Vincennes for and wit. in our said county on the first tuesday in february next, when and where in our said court to answer to Tousaint Dubois late of said County Trader in an ac ion on the case of slander and defamtion to the said

In a County

Court Pleas Court Minutes 1793-98

of the said Tousaint five hundred dollars, which shall be and were made to appear with other damages as of this date the return, Witness Pierre Camelin Esquire presiding Justice of our said Court, at Vincennes 4 Nov 1793, Robert Buntin Proctary on which said writ of Capias is the following return and endorsement "I received the within mentioned writ and illegible says the plaintiff" whereupon it is considered by the Court that the plaintiff recover of the Defendant his cost about his suit in that behalf expended & the debt be in mercy

James Johnson)
 vs) Case da: 200th 50^{ths}
 Abraham Decker)

Be it remembered that heretofore to wit during the vacation and since the adjournment of the last November court, to wit, on the omitted day of omitted in the year of omitted the said James sued out of this court, a certain writ of Capias ad respondendum against the said Abraham Decker, in a plea of Trespass on the Case which said writ is in the words and figures following to wit, Territory of the United States Northwest of the river Ohio. Knox County. Greeting, We do and you do take into your custody the body of Abraham Decker Sen. of said county Yeoman if he be found in your bailiwick and him safely keep so that you have him before our Justices of our county court of comon

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pleas next to be holden at Vincennes with _____ for the _____ the first tuesday of February next, then _____ are in court _____

now ready

Common Pleas Court Dec 17, 1795

answer unto James Johnson late of said County Yeoman in pack of trees as on the, to the damage of the said James as he says the sum of two hundred dollars and fifty cents which shall then and there be made to appear. With other damages and of this writ make due return - Witness Pierre Genselin - Esquire presiding Justice of our said court, at Vincennes. The fourth day of November in the year of our Lord one thousand seven hundred and ninety five. Robert Duntin Pro Hovey, on which said writ of Carnias is the following return to wit, Executed the within mentioned writ at which return to wit. The day and year aforesaid the said parties by their attorneys appeared, and the said James filed his certain declaration against the said Abraham of a plea of trespass on the Case and there are pledges for prosecution, to wit John Doe & Richard Roe, which declaration is in the words and figures following to wit, "territory of the United States north west of the river Ohio, Knox county. In the county Court of Common Pleas Feb term 1795 Abraham Pecker of the said County Yeoman was and doth he engage to James Johnson of the said of a plea of trees as on the Case, and so forth, and whereupon the said James complains, that whereas the said Abraham on the 24th day of October one thousand seven hundred and ninety five at the spring station, to wit, at Vincennes in the county aforesaid was indebted to the said James the sum of two hundred dollars and fifty cents currency of the United States, for the work, labor & Services of him the sd. James, by him in and about the business of the said Abraham at the special instance and request of him, the said Abraham before that time done and performed and being so charged indebted, the same Abraham in consideration thereof afterwards, to wit,

Shank County

Common Pleas Court Case No. 170.-9.

on the same day and year at the spring station, to wit, at Vincennes, in the County aforesaid did assure upon himself and to the said James then and there faithfully promise, that he the said Abraham, would pay to the said James the sum of two hundred dollars and fifty cents, when the said Abraham should be afterward thereunto requested, and whereas the aforesaid Abraham, afterwards, to wit, on the same day & year last above said at the spring station, to wit, at Vincennes in the county aforesaid, in consideration that the aforesaid James at the like special instance and request of him the said Abraham has applied his Industry and done and performed divers other works, labor and services in and about the business of him the said Abraham, assured upon himself, and to the said James then and there faithfully promised that the said Abraham - so much money as he the said James for his Industry, works, labors, and services last mentioned has reasonably deserved to have, to the said James when afterwards he should be thereunto required, would will and --

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faithfully pay and content, and the said James in fact say, that he for his industry, works, labor, and services last mentioned reasonably deserved to have of the said Abraham another sum of two hundred dollars and fifty cents, of like currency, to wit, at the spring station to wit, at Vincennes, in the county aforesaid, whereof the said Abraham by the said James then and there had notice, and whereas altho the said Abraham afterwards, to wit, the same

File 15700

Common Pleas Court, Indiana 1791-18

day year, at the spring station, to-wit - at Vincents in the County aforesaid - was indebted to the said James in other two hundred dollars and fifty cents like currency, for divers goods, wares, and merchandice of his the said James by the said James to the said Abraham - to his special instance and request before that time sold and delivered, and being so indebted the said Abraham, in consideration thereof afterwards to-wit, the day & year above mentioned at the spring station to-wit, at Vincents, in the County aforesaid undertook and then and there faithfully promised to the said James to Two hundred dollars and fifty cents, when afterwards he the said Abraham should be required thereto, and whereas the said Abraham afterwards that is to say, the same day & year at the spring station to-wit, at Vincents - in the County aforesaid in consideration that the same James at the like special instance and request of him the said Abraham had before that time sold & delivered to him the said Abraham, deliver other goods, wares, merchandice, of his the said James, he the said Abraham undertook and to the said James then and there faithfully promised that he the said Abraham would well and truly pay the said James so much money at the goods, wares, and merchandise last mentioned at the time of the sale and deliver thereof were reasonably worth wherein afterward, he the said Abraham should be thereto required, and the said James avers that the said goods, wares, merchandice, last mentioned, at the time of the sale and delivery by him the said James to the said Abraham, afterwards, to-wit, on the same day & year last above said at the spring station, to-wit, at Vincents in the county aforesaid was indebted to

Lincoln County

Common Pleas Court Minutes 1792-18

the same James in two hundred dollars and fifty cents currency of the United States for so much of him the said James by the said Abraham to the use -

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of him the said James before that time has expired and being so expired, as the said Abraham afterwards to wit, the same day & year last above mentioned at the spring station to - wit, at Vincennes in the County aforesaid in consideration thereof took upon himself and to the same James then and there faithfully promised that he the said Abraham, would well and faithfully pay and satisfy to the same James, the aforesaid two hundred dollars and fifty cents when there to afterward, he should be required, yet the aforesaid Abraham in no wise regarding his several promises and assumptions aforesaid, so made in form aforesaid, but contrivingly and fraudulently intending him the said James craftily and subtilly to defraud and deceive, the aforesaid sum of money or any part thereof, to the said James - hath not paid nor in any manner contented him for the same, altho to do this the aforesaid Abraham afterwards, to wit, the aforesaid day in the year above said, at the place and in the county aforesaid was requested by him the said James, but he hath hitherto altogether denied and will both deny to pay in any wise content him for the same, wherefore the said James saith that he is the worse, and hath damage to the value of the said two hundred dollars and fifty cents and wherefore he brings his suit - viz: to present John doe & Richard Roe and afterwards to wit -

The same day & term aforesaid comes of partes all matters in due order -

Knox County,

Common Pleas Court Minutes 1796-98

tween them was referred to Patrick Simson, Thomas Jordan, & Phillip Gatt and they were to make their report the Jan term and afterwards, to wit, the day of term aforesaid, the said referees brought in there award, which said award is in the words & figures following, to wit, "We find for the defendant £ 17, 19s Virginia currency and costs" as hereupon it is considered by the Court that the Debt have execution against the said Plaintiff for the said Sum of 17£, 19s by the referees in their report awarded, and that the plaintiff take nothing for his false claim but go without any more in mercy.

James Johnson

vs

Joseph Decker

To it remembered that heretofore, to wit, during the Vacation and during the adjournment of the last november court, to wit, on the omitted day of omitted in the year omitted the said James sued out of this court a certain Writ of Capias ad respondendum -

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against the said Joseph Decker in a plea of trespass on the case which said writ is in the words and figures following, to wit, "territory of the United States Northwest of the river Ohio, Knox Countys, the United States to the sheriff of our said County of Knox. Greeting we command you to take into your custody the body of Joseph Decker Jr. of said County Yeoman, if he may be found in your bailiwick, and him safely keep until that

Common Pleas Court Minutes 1797-99

you have him before our Justices of our county Court of Common Pleas next to be holden at Vincennes, within and for our said county on the first Tuesday of February next then and there in our said Court, to answer unto James Johnson late of said county, Yeoman in a plea of Trespas on the Case to the damage of the said James as he says the sum of seventy dollars which shall then and there be made to a pair with other damages and of this writ make due return, witness Pierre Caselin Requirre president Justice of our said Court at Vincennes the fourth day of November in the year of our Lord one thousand seven hundred & ninety five, R. Durbin Procto." on which said writ of Capias in the following return, to wit." Entered the within mentioned writ" at which return, to wit, the day and year aforesaid the parties in their proper persons appear and the said James filed his certain declaration against the said Joseph Decker Jr. in a plea of trespass on the case, and there are pledges for prosecution, to wit, John Lee & Richard Roe which said declaration is in the words and figures following, to wit, "Territory of the United States Northwest of the river Ohio Then Co. In county court of Common Pleas - February term 1796 Joseph Decker Jun late of the said county was attached to answer to James Johnson of the same in a plea of trespass on the Case and soforth and whereupon the said James complains that whereas on or about the twentieth day of January in the year one thousand seven hundred and ninety four and at sundry times, before and after at the spring station to wit, at Vincents in the County aforesaid a certain discourse was had moved between the said James and the said Joseph, of and concerning the art of trapping beaver and u x that discourse the said Joseph in consideration that the said James would deliver to him

W. H. County

Common Pleas Court 1780-95

the said Joseph a certain wares the property of him the said James, he the -

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said Joseph did then and there take upon him self, and to the said James faithfully promised to teach him the said James the art and mystery and trade of trapping, taking and securing Beaver - Within one year next ensuing the day and year aforesaid, and where as he the said James giving credit to the promise of the said Joseph and in consequence of afterwards, to wit, at the spring station, to wit, at Vincents in the county aforesaid on or about the same day of the date of the undertaking and promise so as aforesaid made did deliver to the said Joseph the said wares, and whereas the said Joseph hath not performed any his undertaking and promise made with the said James, according to the true intent and meaning thereof, nor in any manner whatsoever satisfied him the said James, for the same - and also whereas the said Joseph afterwards, to wit, on or about the twentieth of October one thousand seven hundred ninety five at Vincents, aforesaid by reason of his failure in and non performance of the said undertakings and promises as aforesaid became indebted to the said James in value of the wares aforesaid, which the said James was to be worth seventy dollars, and being so indebted the same Joseph in consideration thereof, afterwards, to wit, the same day and year last above mentioned at Vincents aforesaid in the County aforesaid, underwent, and to the said James then and there faithfully promise that he the said Joseph the said seventy dollars last mentioned to the said James when afterwards he should be thereunto required, would will and faithfully pay the content never to elude,

John Doe

Common Pleas Court March 1798-99

The said Joseph regardless of his several promises & undertakings made in Court aforesaid, but contriving and fraudulently intending the said James in this behalf craftily and subtilly to deceive and cheat, the said sum of seventy dollars, to the said James hath not yet paid altho the said James afterwards, to wit, at the day & year last a fore mentioned said often times as well before as since at Vincents aforesaid in the county aforesaid, has requested him the said Joseph thereto but the said Joseph hath ever refused and still doth refuse to pay the same, or any part thereof to the said James, to the Damage of the said James seventy dollars, and there-upon do bring his suit and so forth pledges to prosecute. John Doe and Richard Roe and afterwards to wit, --

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the same day and year aforesaid came the parties in their persons and consented that all matters in dispute between them should be referred to Phillip Catt, Elias Biddle, Thomas Jordan, and Patrick Simpson, and that there award be the Judgment of this Court, and afterwards, to wit, the same day and year aforesaid the said arbitrators made a report of their award, which said report is in the words & figures following to wit --

we find for the plaintiff the Sum of £ 9.. Virginia and costs thereon. And it is considered by the court that the said Plaintiff recover of the said Defendant the sum aforesaid by the arbitrators aforesaid, and his costs aforesaid about his suit aforesaid, in this behalf expended the Court. in mercy

Knox County

Common Pleas Court Minutes 1795-99

Benjamin Reed

vs

Isa Pelt & James McNemar

Case No: 503

Be it remembered that heretofore to wit, during the vacation and since the adjournment of the last November Court, to wit, on the day of in the year the said Benjamin Reed out of this Court a certain writ of Capias ad respondendum, against the said Isa Pelt, and James McNemar in a plea of Trespass on the Case which said writ is in the words and figures following, to wit, Territory of the United States north west of the river Ohio, Knox County 8. The United States to the sheriff of our said county of Knox Greetings. We command you to take into your custody & safe keeping - the body of Corporal Hatch if he may be found in your Bailiwick and him safely keep so that you have him before our Justices of our county court of Common Pleas next to be holden at Vincennes, within and for our said county on the first tuesday of Feb. next then and there in our said Court, to answer to Benjamin Reed in a plea of Trespass and damages to the damage of suit Reed as he says the sum of Fifty dollars which shall then -

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and there be made to appear with other damages and of this writ with the return. Witness, Pierre Gamelin, Esquire Presiding Justice of our said court at Vincennes on the fourth day of November at Vincennes in the year one thousand seven hundred & ninety five. Robert Smith, Clerk of which said writ of Capias

Knox County

Common Pleas Court Minutes 1798-99

is the following return, to wit, Executed January 30th 1798, at which return, to wit. The Parties appeared in their proper person and the said Benjamin filed his certain declaration against the said Asa Felps and James McEemar in a pleas of trespass on the Case, and there are pledges for prosecution to wit. John Doe and Richard Lee which said declaration is in the words and figures following, to wit. Vincennes, to wit. Corp. Felps and James McEemar late of Vincennes in the county of Knox Northwest of the river Ohio, soldier was attached to answer into Hon^{ble}. Reed in a plea of trespass and damages; and whereupon the said Reed complaineth that where as the said Felps & McEemar after the first day of november in the year of our Lord one thousand seven hundred ninety six was guilty of cutting and destroying a certain of a certain boat, belonging to said Reed and rendering her entirely useless of any service, to the damage of the said Reed, to the amount of fifty dollars, the said boat the said Felps and McEemar hath not paid nor in any wise contented said Reed of said damages But in no wise regarding but conspiring and fraudulently intending the said Reed of the aforesaid damages Craftily and subtilly to deceive and defraud the aforesaid sum and damages of Ninety dollars hath not paid altho often desired but refuses and doth still continue to refuse to the damage of the said Reed of fifty dollars whereupon he brings suit, and afterwards to wit, the same day and year aforesaid came the defendants by William McIntock their attorney in fact and demand to the declaration aforesaid which said demand is in the words and figures following, to wit, for this, to wit, that the declaration varies from the Writ for they say that the writ concluded to one defendant and the declaration concluded to two defendants also wants form and substance

Anson County

Common Pleas Court Minutes 1796-99

they are ready to Verify" and thereupon came a Jury, to wit Joshua Martin, John Harbin, Jacob Miner -

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Joseph Baird, Chason Decker Senr. Sebastian Frederick, Abram. Sharp, Peter Barger, Joseph Decker Jun, Dan Thorn, John Achotree, and Reuben Fox, good and lawful men of the county, who being elected tried and sworn the truth to speak upon the issue Joined, upon this Oath do say say that Defendants did cut and destroy the boat in the declaration mentioned - and they do assess the plaintiff damages by reason of the trespass aforesaid, to nineteen dollars and one half dollar.

and afterwards to wit -

the same day & year aforesaid the Defendants appeared by their attorney in fact & moved the court for a new trial, which was granted them, and afterwards to wit, to the same day and year aforesaid came the same Jury who being severally elected tried and sworn, upon their oaths bring in the following verdict, to wit, We of the Jury find for the defendant ten cents whereupon it is considered by the Court, that the Defendants recover of the Plaintiff the sum of ten cents by the Jurors in their Verdict aforesaid, in for an aforesaid assessed and their costs and charges about their defense in that behalf expended, and that the Plaintiff take nothing for his false claims, But go without day & do hereby

Benjamin Reed)
 vs)
 John Carter)

Cas den: JOJ

Knox County

Common Pleas Court Minutes 1790-95

Do it remembered that heretofore, to wit, during the Vacation and since the adjournment of the last November Court to wit, the [omitted] day of [omitted] in the year [omitted]. The said Benjamin sued out of this Court a certain Writ of Capias ad respondendum against the said John Carter in a plea of trespass on the Case which said writ is in the words and figures following, to wit. "Territory of the United States Northwest of the river Ohio, Knox county The United States to the sheriff of our said County of Knox Greeting, we command you to take into your custody the body of John Carter if he may be found in your Dominion and him safely keep so that you have -

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him before our Justices of our county court of common Pleas next to be holden at Vincennes within and for our said county on the first tuesday of February next then and there in our said court to answer to Benjamin Reed in a plea of trespass upon the Case to the damage of said Reed Fifty dollars which shall then and there be made to appear, with other damages, and of this writ make due return, Witness Pierre Caselin Esquire presiding Justice of our said Court at Vincennes the fourth day of November in the year of our Lord one thousand seven hundred and ninety five.

Robert Durbin Proth. on which said Writ of Capias is the following return to wit. Executed by me at which return to wit. The day next year 1795- said, the parties appeared in their proper persons and the Plaintiff withdrew his suit aforesaid, whereupon it is considered by the court, that the said Plaintiff pay into the Defendant his costs and charges about and the

Knox County

Common Pleas Court Minutes 1796-99

William Morrison }
vs }
Christopher Wyant }

Case La 30

Be it remembered that heretofore to-wit during the vacation and since the adjournment of the last November Court, to-wit, the _____ day of _____ in the year _____ the said William Morrison sued out of this court a certain Writ of Capias ad respondendum against the said Christopher Wyant in a pleas of trespass on the Case which said Writ is in the words and figures following, to wit, Territory of the United States Northwest of the river Ohio, Knox County. The United States to the Coroner of our said County of Knox Greeting. We command you to take into your custody the body of Christopher Wyant. Esquire Sheriff if he may be found in your bailiwick and him safely keep so that you have him before our Justices of our county Court of Common Pleas next to be holden at Vincennes within and for our said county on the first Tuesday of February next - and to direct him to appear to answer to William Morrison in a plea of -

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Trespas on the Case, that he render unto the said William twenty four and one third pounds of beaver, which to him he owes and from him unjustly retains to the damage of the said William as he says the sum of thirty dollars which shall then and there be made to appear, with other damages and of this writ make due return; Witness Pierre Gamelin, Esquire Tre-

Knox County

Common Pleas Court Minutes 1796-99

siding Justice of our said court, at Vincennes the fourth day of November in the year of our Lord one thousand seven hundred ninety five. Robert Burtin Prothy, on which writ of Capias is the following return, on which said writ of Capias the following return: to wit. "Executed 23rd January 1796.. at which return., to wit. The day and year aforesaid, the parties in their respective persons appeared and the said William filed his declaration against the said Christopher Grant, which said Declaration is in the words and figures following, to wit, Territory of the United States North west of the river Ohio, Knox County. In the Court of Common Pleas February Term 1796. Christopher Grant Esquire late of the County aforesaid was attached to answer William Morrison of the same of a plea of trespass upon the Case, and whereupon the said William complains that whereas the said Christopher on the fifteenth day of April, at Vincennes in the said County, made a certain note in writing called a Promisory note, with the proper hand and name of him the said Christopher to the same note subscribed bearing date the same day & year aforesaid, whereby the said Christopher acknowledged himself to be owing and indebted to the said William in the quantity of twenty four and one third pounds of merchantable Beaver fur, which the said Christopher promises to pay to the said William upon - upon the tenth day of May then next ensuing by reason of which promise, the said quantity of twenty four pounds and one third good and Merchantable Beaver fur according to the tenor of the said note, and being so liable the said Christopher in consideration thereof afterwards to wit, the same day and year last above mentioned at -

Knox County

Common Pleas Court Minutes 1796-99

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Vincents aforesaid in the county aforesaid assumes upon himself a debt to the said William, and then and there faithfully promised, that he the said Christopher the aforesaid quantity of twenty four pounds and one third of good and Merchatable Beaver fur contained in the said note, to the said William according to the tenor of the same would will and faithfully pay and content, yet the said Christopher his promise and assumption made in the form aforesaid, in no wise regarding but contriving and fraudently intending the said William of the aforesaid quantity of twenty four and one third pounds of beaver fur in this part craftily and subtilly to deceive, and defraud the aforesaid quantity of twenty four and one third pounds of beaver fur to the said William hath not paid altho to do the same the said Christopher afterwards, to wit, the same day & year last above mentioned, at Vincents in the County aforesaid by the said William, was required, but to pay him, or for the same in any man or to content, he hath hitherto refused, and yet do refuse to the damage of the said William thirty dollars, and thereupon he brings this suit, and he brings here into Court the writing aforesaid, and there are pledges for prosecution, to wit, John Doe & Richard Roe, and afterwards, to wit, the same day & year aforesaid came the defendant in his proper person and conferred Judgment for sixteen dollars and eighty three and one third cents, where upon it is considered by the Court that the Plaintiff do recover against the said Defendant for his costs the sum aforesaid confessed, that the Plaintiff aforesaid has sustained by reason

Common Pleas Court Minutes 1792-93

of the defendants non-performance of the assuption in the declaration mentioned, and his costs about his suit in that behalf expended: the
 Deft in mercy of -

Benjamin Reed)
)
 vs)
)
 Henry Vanderburgh)

Case da 90)

Do it remembered that heretofore, to wit, during the vacation, and since
 the adjournment of the last November Court, to wit, the [omitted] day of

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in the year of [omitted] the said Benjamin sued out of this Court a cer-
 tain Writ of Capias ad respondendum against the said Henry Vanderburgh
 in a plea of trespass on the case which said writ is in the words and
 figures following, to wit, "territory of the United States Northwest of
 the river Ohio, Knox County Sc. The United States of America to the
 sheriff of our said county of Knox Greeting. We command you to take into
 your custody the body of Henry Vanderburgh, the attorney of James Sullivan,
 if he may be found with in your bailiwick, and him safely keep, so that
 you have him before our Justices of our county Court of Common Pleas here
 to be holden at Vincennes, within and for our said county on the first
 Tuesday of February next, then and there in our said court, to answer unto
 Benjamin Reed in a plea of trespass upon the case wherein said Reed is
 Plaintiff and the said Sullivan Defendant, to the damage of the said
 Reed as he says the sum of ninety dollars; which shall then and there be

Knox County

Common Pleas Court Minutes 1795-

made to appear - with other damages and of this writ. . . .
 Witness Pierre Samelin Esquire presiding Justice of our said court,
 at Vincennes the fourth day of November in the year of our Lord one
 thousand seven hundred ninety five. Robert Dartin Pro the.) on which
 said writ of Capias is the following return to wit, the same day and
 year aforesaid the parties appeared in their proper person, and the said
 Benjamin Withdrew his said suit., aforesaid whereupon it is considered
 by the Court that the Plaintiff recover of the Doft his costs & charges
 above his defense in that behalf expended and the Plaintiff in mercy -

Cathrine Tonga)
 vs) Case Da 150 Livers
 Charles Loigner)

Do it remembered that heretofore, to wit, during the vacation and since
 the adjournment of the last November Court, to wit, the omitted day of
omitted in the year omitted the said Cathrine sued out of this -

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court a certain writ of Capias ad-respondendum against the said Charles
 Loigner in a plea of trespass on the Case which writ is in the words and
 figures following, to wit, Territory of the United States North west of
 the river Ohio, Knox County. The United States to the sheriff of our
 county Greeting: We command you to take into your custody the body of
 Charles Loigner Trader of Vincennes, if he may be found in your jurisdiction
 and him safely keep, so that you have him before our Court at our Court

Knox County

Common Pleas Court Minutes 1796-99

of Common Pleas next to be holden at Vincennes within any for our said county on the first tuesday of Feb next then and there in our said Court to answer unto Cathrine Torga late of Vincennes in an action of trespass on the case to the damage of the said Cathrine as she says the sum of one hundred and fifty livers in peltry which shall then and there be a made to appear with other damages, and of this writ make due return, Witness Pierre Gamelin, Esquire presiding Justice of our said Court at Vincennes the fourth day of November one thousand seven hundred and ninety five Robert Duntin Pro thy on which said writ of Capias is the following return, to wit, executed the within mentioned writ, at which return, to wit, The day and year aforesaid the parties appeared in their proper persons, and the Cathrine filed her certain Declaration in the words and figures following. Territory of the United States Northwest of the river Ohio Knox County in the County Court of Common Pleas Feb term 1796 Charles Loignor late of Vincents in the county aforesaid was attached to answer to Cathrine terga of the same Widow in a plea of trespass on the Case and so forth, and whereupon the said Cathrine complains that whereas the said Cathrine on the first day of September one thousand seven hundred and ninety three at Vincents in the county aforesaid did demise and to Farm lot to the said Charles, all that her dwelling house, lands, Court and Court yard, furniture, utensils, to then belonging at in the said Village of Vincents in the said County for him and his [illegible] to have and to occupy the same premises with the arrears -ances from the said first day of September in the year of one thousand seven hundred & Ninety three, for the space & Term of nine -

Knox County,

Common Pleas Court Minutes 1750-57

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nine months at the rate of fifteen livers in poltry per month, and at the same rate per month for what ever time and so long as the said Charles should have and occupy the said Tenements, by Virtue of the said demise. By Virtue of which said demise the said Charles then entered into the said Tenement with the appertanances to them demised, in the manner as above set fourth and held and occupied the same until the first day of July, which was in the year one thousand seven hundred & ninety four, and the sum of one hundred and fifty livers in poltry was due on the same first day of July, one thousand seven hundred and ninety four, for rent, for the said tenements with the appertanances, and the same is unpaid to the said Cathrine whereby an action accrued to the said Cathrine, to require and have of the said Charles the sum of one hundred and fifty livers in poltry. Nevertheless, the said Charles altho often required the said sum of one hundred and fifty livers, and any part thereof to the said Cathrine hath not paid. But the same to her the said Cathrine to pay & content hath he therefore refused, and still doth refuse: Whereupon she saith she is damaged to the Value of one hundred and fifty livers in Poltry and thereupon she brings suit and there are pledges for prosecution, to wit. John Moo & Richard Roe and afterwards to wit, the same day and year aforesaid the parties appeared in their proper persons, and by their consent all matters in difference between them refered to Louis Edoline Esq. and William McIntosh whose award is to be made on order of this court, and afterwards, to wit, the

Knox County

Common Pleas Court Minutes 1790-99

some day 6 year aforesaid the referees aforesaid brot their said award into court, where upon it is awarded - and ordered by the Court, that the Plaintiff do recover of the Defendant, seventy five livres in peltry and also her cost & charges about her suit in that behalf expended and the Defendant in mercy. And afterward, to wit, the said plaintiff appeared in her proper person and acknowledge satisfaction for the Judgment & cost aforesaid whereupon the doct discharged,

Page 22.

Lorient Basadomo	}	
vs		Caso 163
Louis Sevron		

Be it remembered that heretofore, to wit, during the vacation and since the adjournment, of the last november Court to wit, on the [omitted] day of [omitted] in the year [omitted] the said Lorient sued out of this court a certain writ of Capias adrespondendum against the said Louis in a plea of trespass on the case which said writ is in the words and figures following. to wit. Territory of the United States, North west of the river Ohio. Knox County. The United States to th sheriff of our said county of Knox Greeting. We command you to take into your custody the body of Louis Sevron of Vincennes, Yeoman if he may be found in your Bailiwick and him safely keep so that you have him before our Justices of our County Court of Common Pleas next to be holden at Vincennes, Within and for our said county, on the first tuesday of February next.

Knox County,

Common Pleas Court Minutes 1790-19

Then and there in our said Court to answer unto Loriant Leslions of Vincennes merchant, in a plea of trespass on the Case to the damage of the said Loriant as he says the sum of sixteen dollars which shall then and there be made to appear with other damages and of this writ made due return. Witness Pierre Mamelin esquire presiding Justice of our said court at Vincennes the fourth day of november in the year of our Lord one thousand seven hundred and ninety six. Robert Martin Pro, on which said writ of Capias is the following return, to wit, executed the within mentioned writ, and afterwards to wit, the same day and year aforesaid, the plaintiff appeared in his proper person and withdrew his action aforesaid, whereupon it is considered by the Court that the Defendant recover of the plaintiff his costs & charges, and of his defence in that behalf expended & the Plaintiff.

Benjamin Reed	}	do cts.
vs		
Thomas White		
		Case da: 22.50

Do it remembered that heretofore, to wit, during the vacation and since adjournment of the last november court, to wit, on the day of [omitted] in the year [omitted] the said Benjamin, sued out of this court a certain writ of Capias ad respondendum against the said Thomas in a plea of -

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trespass on the case which said writ is in the words and figures following to-wit, Territory of the United States North west of the river Ohio,

Common Pleas Court Minutes 1793-99

Knox County. The United States, to the sheriff of our said county of Knox Greeting. We command you to take into your custody, the body of Thomas White, if he may be found within your bailiwick and him safely keep so that you have him before our Justices of our County Court of Common Pleas next to be holden at Vincennes, within and for our said county on the first Tuesday of February next, then and there in our said court to answer unto Benjamin Reed in a plea of trespass on the case, to the damage of the said Reed as he says the sum of thirty four and one half dollars, which shall then and there be made to appear with other damages and of this writ make due return. Witness Pierre Bazelin Esquire presiding Justice of our said Court at Vincennes the fourth day of November one thousand seven hundred and ninety five, Robert Dutton, Prothy, on which said writ of Capias is the following return, to wit, executed Janry. 30 [omitted] at which return, towit, the said day and year aforesaid the Defendant in his proper person appeared, and the Plaintiff being three times solemnly called, and not appearing, it is ordered by the Court that he be non suit, and the defendant recover his Costs -

Pleas at Post Vincennes in the county of Knox and territory of the United States north west of the River Ohio, before Pierre Bazelin, James Johnson, Louis Edolino, & Luke Docker Esquires Justices the 3rd day of May 1796 -

Lorient Bazadone	}	do
Vs		Case no: 33
Pierre Verlure)

Kno. County

Common Pleas Court Minutes 1796-99

Be it remembered that heretofore, to wit, the [written] day of [written] in the year of 1795 the said Lorient sued out of this court a certain writ of Capias adrespondentia -

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against the said Pierre in a plea of trespass on the Case, which said writ, is in the words and figures following, to wit, Territory of the United States North west of the River Ohio, Knox County. The United States to the sheriff of our said county of Knox Greeting. We command you to take into your custody the body of Pierre Verdure of Vincennes Yeoman, if he may be found within your bailiwick and him safely keep, so that you have him before our Justices of the County Court of Common pleas next to be holden at Vincennes within our said County, on the first Tuesday of -ctober next, then and there in our said County, to answer unto Lorient Bazadone of Vincennes a merchant in a plea of trespass on the Case to the damage of the said Lorient as he says the sum of thirty three dollars, which shall then and there be made to appear with other damages, and of this writ make due return, witness Pierre Gamelin Esquire presiding Justice of our said Court at Vincennes the fourth day of November, in the year of our Lord one thousand seven hundred and ninety five. Robert Dextin Pro. on which said writ of Capias is the following return, to wit, the day and year aforesaid, the parties in their proper persons appeared and the Plaintiff prayed time until the next term to file his declaration which was granted him. And afterwards the May term following which is the

Knox County

Common Pleas Court Minutes 1796-99

day and year first mentioned the Plaintiff appeared in his proper person and confessed he had received of the defendant full satisfaction for his damages aforesaid, and the Defendant to pay costs.

Lorient Basadone)

vs

John Wilson)

Case da: 120 Livres.

Do it remembered that heretofore to wit, during the november Vacation and after the adjournment of the court which was in the year 1796, to wit, on the omitted day of omitted in the year omitted the said Lorient sued out of this court a Certain Writ of adrespondendum against the said John in a plea of trespass on the Case which said Writ of Capias is in the words and figures following, towit, Territory of the United States North west of the river -

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Ohio, Knox County, Sd, The United States to th Sheriff of our County of Knox Greeting: We command you to take into your custody the body of John Wilson of said County Carpenter if he may be found in your bailiwick and him safely keep, so that you have his body before our Justices of our County Court of Common pleas next to be holden at Vincennes, Within and for our said County, on the first Tuesday of February next, then and there in our said Court to answer unto Lorient Basadone of said County Merchant, in a plea of trespass on the Case to the damage of the said Lorient, as he says the sum of one hundred twenty livres in poltry which shall then

Knox County

Common Pleas Court Minutes 1793-99

and there be made to appear with other damages, and of this writ make due return.

1417626

Pierre Garcelin presiding Justice of our said Court, at six o'clock the fourth day of november in the year of our lord one thousand seven hundred & ninety five, Robert Buntin, Pro. On which said Writ of Capias is the following return, towit, executed the Within mentioned writ, at which return, towit, the day and year aforesaid, the parties in their proper persons appeared and the plaintiff prayed time until the next term to file his declaration which was granted him, and afterwards, to wit, the may term following, which is the day and year first mentioned the Plaintiff appeared in his proper person and acknowledged to have received full satisfaction for his damages aforesaid and the defendant agrees to pay costs.

John Seily)

vs)

Jacob Miner)

Case Dam: 100 do.

Be it remembered that heretofore, towit, during the vacation and after the adjournment of the Court which was in November 1795, to wit, on the [omitted] day of [omitted] in the year [omitted] the said John sued out of this court a Certain Writ of Capias adrespondendum against the said Jacob in a plea of trespass on the case which said writ is in the words and figures following, to wit, Territory of the United States Northwest of the River Ohio, Knox County's. The United States to the sheriff of our said County of Knox Greeting. We command you to take into our custody -

Kent County

Common Pleas Court Minutes 1790-99

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the body of Jacob Miner blacksmith if he may be found in your jurisdiction, and him safely keep so that you have him before our Justices of our County Court of Common Pleas next, to be holden at Vincennes within and for our said County, on the first tuesday of February next, then and there in our said court, to answer unto John M. Seely, distiller in an action of Trespas on the Case to the damage of the said John, as he says, the sum of one hundred dollars, which shall then and there be made to appear, with other damages, and of this writ make due return, Witness Pierre Camelin, presiding Justice of our said Court at Vincennes on the Fourth day of november in the year of our lord one thousand seven hundred & ninety five. Robert Duntin, Protho. on which said writ of Habeas is the following return, to wit, The day and year aforesaid the parties appeared in their proper persons and on motion and by consent of parties all matters in Variance between them is referred to Henry Vanderburgh Esq. Joseph Docker, and Joseph Baird and that they make their report at the next term, and that the same be the Judgment of this Court. And afterwards, to wit, the next term following which is the day and year first above mentioned, the arbitrators aforesaid, brought in their award aforesaid, which said award is in the words and figures following, to wit, we the subscribers Having been appointed at the February term last by the County Court of Common Pleas to settle and finally determine all matters of difference between John M Seely; and Jacob Miner, both of the County of Kent do report as follows, that the said Jacob Miner shall pay unto John M Seely, at the next County Court of Common Pleas to be holden within the county of Kent,

Inen County

Common Pleas Court Minutes 1796-99

the sum of twenty three dollars and ten cents in full satisfaction for the balance due on the sd. Seily's accounts, and that the said Miner, also pay unto the said Seily at the same time in full satisfaction for the damages which the said Seily hath sustained from the assault and Battery committed on him by the said Miner, the sum of thirty dollars making in the whole fifty three dollars and ten cents. In witness whereof and in obedience to the rule of the said Court of Common Pleas we have here into set our hands at Vincennes in the County Court house 4th May 1796. "H Vanderburgh, Joseph Lecker, Joseph Baird." Whereupon it is commanded by the Court, that the Plaintiff recover of the Defendant the sum aforesaid by the arbitrators aforesaid in their award aforesaid, awarded.

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John H. Seily)
 vs) Assault and Battery 300 -
 Jacob Miner)

Be it remembered that heretofore, to wit, during the vacation and after the adjournment of the november Court 1795 to wit, on the 21st day of January the said John sued out of this Court a certain writ of habeas corpus against the said Jacob in a plea of assault and battery which said writ is in the words and figures following, to wit,
 Territory of the United States Northwest of the river Ohio Inen County.
 To The United States to the sheriff of our said County of Inen
 Greetings: we command you to take into your custody the body of Jacob

Lincoln County

Common Pleas Court Number 1788-89

Lincoln, Blacksmith, if he may be found within your jurisdiction, and him
 safely keep so that you may bring him before our Justices of our county Court
 of Common Pleas next to be holden at Vincennes within and over our said
 county on the first tuesday in february next then & there in our said
 Court to answer unto John W. Coily distiller in a plea of Trespass against
 and Battery, to the damage of the said John, as he says the sum of three
 hundred dollars which shall then and there be made to appear with other
 damages and of this writ make due return. Witness Thirus S. Smith, Justice
 presiding Justice of our said Court at Vincennes the fourth day of January
 in the year of our lord one thousand seven hundred & ninety five. Robert
 Denton. Protho: In which said writ of Capias is the following return,
 to wit, I executed the within mentioned writ, at which return to wit, the
 day and year aforesaid the parties appeared in their proper persons and
 of motion and by consent of parties, all matters in variance between them
 are referred to Henry Vanderburgh Esq. Joseph Lector - and Joseph Laird,
 and that they make their report at the next term. And that the same be
 the Judgment of this Court, and afterwards - to wit, the day term following
 which is the day and year first mentioned above, the arbitrators brought
 in their award, which said award is in the words and figures following,
 to wit, We award that Jacob Liner pay unto John W. Coily in full satisfac-
 tion for -

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the amount which the said Coily sustains for the same as well as the amount
 written on him by the said Liner the sum of three hundred dollars and this is
 considered by the Court, and the said record of the

1856

Case No. 15

of record by the arbitrators, awarded in their award three id, as were
aforesaid, awarded together with his costs about his suit in the behalf
enjoined.

Joseph Decker Senr.	}	Case No: 15
vs		
John Crawford		

Be it remembered that heretofore, to wit, during the vacation and since
the adjournment of the last February Court, to wit, on the day of the 11th
in the year of 1856 the said Joseph sued out of this court, a certain
writ of Capias (called a Writ of Habeas Corpus) in a check or return in
the case which said writ is in the words and figures following, to wit,
Territory of the United States north west of the river Miss, John Decker
Es. The United States to the Sheriff of our county of Rich, to wit, I do
we command you to take into your custody the body of John Crawford
Wine Press, Weaver, if he may be found within your bailiwick, and him
safely keep so that you have him before our Justices of our Court of
Common Pleas next to be holden at Vincennes. Within and for our said
County on the first Tuesday of May next, then and there in our said
Court to answer unto Joseph Decker Senr. of Vincennes, Yeoman in a writ
of Trespass on the case to the damage of the said Joseph as he says the
sum of fifteen dollars, which shall then and there be made to appear,
with other damages, and of this writ make due return, Witness My hand
at Vincennes, Indiana this 11th day of February in the year of our Lord one thousand eight hundred
and fifty six Robert Dunbar. On which said writ is the following return,

First County

Common Pleas Court Minutes 1793-96

to wit, executed the within mentioned writ, at which return, to wit, the day and year aforesaid, came the Plaintiff in his proper person and acknowledged to have received satisfaction for the trespass aforesaid - -

page 29.

William McGowan)
) vs) Trove d: 207
) Louis Donogan)

Be it remembered that heretofore, to wit, during the vacation and since the adjournment of the last February Court to wit, on the day of in the year one thousand seven hundred and ninety six the said William sued out of this court a certain writ of Capias (called a Capias adrespondendum) in a plea of Trever and conversion, which said writ is in the words and figures following, to wit, Territory of the United States Northwest of the river Ohio Knox County. The United States to the sheriff of our said county of Knox, Greeting, we command you to take into your custody the body of Louis Donogan of Vincennes, Yeoman, if he may be found within your bailiwick, and him safely keep so that you have him before our Justices of our County Court of Common Pleas next to be holden at Vincennes within and for our said county on the first Tuesday in May next, then and there in our said court to answer unto William McGowan of Vincennes Yeoman in an action of trevor and conversion that he render up to the said William one young cow which to him belongs and which he unjustly retains to the damage of the said William as he says the said of

Inch Court,

Common Pleas Court Minutes 1791-1800

twenty five dollars which shall then and there be made to be paid with other damages, and of this writ made due return Witness James Johnson Esquire presiding Justice of our said court at Vincennes the fifth day of February in the year of our Lord one thousand seven hundred and ninety six.

Robert Martin. on which said writ of Capias, is the following return, to wit, Executed the within mentioned writ, at which return, to wit, the day and year aforesaid, the parties appeared in their proper persons, and the said William filed his certain declaration against the said Louis, which said Declaration is in the words and figures following, to wit, Inch County, to wit, Louis Beroran of Vincennes Mesan, was attached to answer William McGowan in a plea -

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of troppas upon the Case, and so forth and whereupon the said McGowan the fourteenth day of April in the year of Our Lord one thousand seven hundred and ninety six at Vincennes, aforesaid was possessed of one young Cow, of the value of twenty five dollars, as of his own proper chattle, and being so possessed thereof the said McGowan casually lost the chattle aforesaid out of his hands and possession, which said chattle aforesaid afterwards, to wit, the same day and year at Vincennes aforesaid came to the hands and possession of the said Beroran by finding, yet the said Beroran thinks the young cow or chattle aforesaid to be the proper goods or chattles of the said McGowan, and of right to belong to him, but ever since he has been intentionally craftily and slyly to deceive and wrong the said McGowan on this behalf hath not delivered the chattle to the said McGowan,

Common Pleas Court, August 1793-4

the often requested but afterwards to wit, the same day and year aforesaid at V nee nos aforesaid converted and disposed of the said cattle to his the said Donogon's own Proper use to the damage of the Plaintiff of twenty five dollars and thereupon he brings suit, and there are the fees for prosecution, to wit, John Doe & Richard Roe, and afterwards, to wit, the same day and year aforesaid came a Jury, to wit, Benjamin Reeves, John Pea, Philip Catt, Louis Frederick, John Martin, Abraham Swan, Joseph Baird, Gousaint Debois Richard Davis James Roland, Antoine Du Lard & William Fiddle, good and lawful men of the county, who being elected tried and sworn, retired from the bar and returned the following verdict to wit, the Jury find for the Plaintiff, whereupon it is ordered by the court that the Plaintiff recover of the Defendant the Cow aforesaid, and his costs about his suit in that behalf expended.

William Hood)
 vs) do cts
) case da: 35:50
 Thomas White)

Be it remembered that heretofore, to wit, during the vacation and since the adjournment of the last Feb. T Court, to wit, on the -

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day of [omitted] in the year 1793 the said William sued out of this Court a certain writ (called a *Comias adrespondendum*) which writ is in the words and figures following, to wit, Territory of the United States Northwest of the river Ohio, Knox County Co. The United States to the sheriff of our said County of Knox Greeting. We com and you to take into your custody

Knox County

Common Pleas Court Minutes 1796-99

the body of Thomas White of Vincennes, soldier and him briefly long, so that you have him before our Justices of our Court of Common Pleas - Next to be holden at Vincennes within and for our said county on the first tuesday of May next, then and there in our said Court to answer unto William Reed of Vincennes Lessor - in a plea of trespass on the Case to the damage of the said Reed as he says the sum of thirty five dollars & thirty sous, which shall then and there be here to answer with other damages and of this writ na e due return Witness James Johnson Require presiding Justice of our said court, at Vincennes on the fifth day of Feb in the year of our Lord one thousand seven hundred and ninety six. Robert Dentin Pro. on which said writ of Capias is the following return, to wit, the day and year aforesaid, the parties appeared by their attorneys and the said William filed his certain declaration against the said Thomas which said declaration is in the words and figures following, to wit, Knox County, to wit, Thomas White late of Vincennes in the County aforesaid, soldier, was compelled to answer William Reed in a plea of Trespass on the Case, whereupon the same William complained that whereas the said Thomas the first day of June in the year of Our Lord one thousand seven hundred and ninety four at Vincennes in the county aforesaid was indebted to the same William in thirty five dollars thirty sous of lawful money of this territory for diverse goods wares and merchandize by the aforesaid Thomas of the same William bought and had received, and being so indebted the aforesaid Thomas, to wit, the same day & year aforesaid at Vincennes aforesaid, in consideration thereof sold of unto himself and then and there faithfully promised the same within what he

Common Pleas Court Winnes 1794-9.

the said Thomas the aforesaid sum of thirty five dollars and thirty sols
for the -

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goods and wares and Merchandize aforesaid where thereunto he should be
required would well and truly pay and content nevertheless the aforesaid
Thomas not all regarding his several promises and ascriptions aforesaid
but contriving and fraudulently intending the same William in this behalf
craftily and subtilly to deceive and defraud the aforesaid sum of money or
any part thereof to the same William hath not paid or anywise contented
altho the aforesaid Thomas afterwards, to wit, first day of June aforesaid,
at Vincennes aforesaid was requested so to do, but hath hitherto abso-
lolutely refused and still doth refuse to pay or any way content him for
the same: Whereupon the same William saith he is wronged, and hath damage
to the value of thirty five dollars and thirty sols. - and therefore he
brings his suit and there are pledges for prosecution John Doe and
Richard Roe, and afterwards to wit, the same day & year aforesaid the
said Thomas appeared by his attorney in fact & the Plaintiff being three
times solemnly called & not appearing It is ordered that he nonsuit,
and that the Defendant recover his Costs.

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Pleas at Post Vincennes in the county of Knox and territory of the United
States north west of the River Ohio, before Pierre Landreaux, Clerk of Court,

Inch County,

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Louis Edeline & John Decker, Esquires Justices, the omitted day of August 1796

Reed)
 vs)
 Diddle)

Be it remembered that heretofore, to wit, during the Vacation and after the adjournment of the November Term which was in the year 1795, to wit, on the omitted day of January in the year 1796, the said Benjamin Reed sued out of this Court a certain writ of Habeas ad respondendum, which said writ is in the words and figures following, to wit, Territory of the United States northwest of the river Ohio, Inch County, the United States to the sheriff of our said County greeting. We command you to take into your custody the body of William Diddle of said county if he may be found within your Bailiwick, and him safely keep so that you have him before our Justices of our county court of Session at or near to be holden at Vincennes next and within our said County on the first Tuesday of February next, then and there in our said Court to answer unto Benjamin Reed late of said county Incon in a plea of trespass on the case to the Damage of the said Benjamin as he saith the sum of sixty four dollars, which shall then and there be made to appear with other damages, and of this writ make due return. Witness Pierre Gaxelin. Esquire first Judge of our said court at Vincennes 4th November 1796. Colored Blank, on which said writ is the following return, to wit, "I have the within mentioned writ, Christopher Hyatt" At which return the Justices were and in their proper persons and the Court. craved over and under the said

Knox County

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same was granted him until the next Term, to wit, the May Term following, and afterwards to wit, the term last mentioned -

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to wit, in the May Term 1793, the parties appeared in their proper persons whereunto. It was ordered by the court that the cause be laid over until the next day, and afterwards, to wit, the fourth day of May 1793, the Parties being called, appeared in their proper persons, and were that all matters in controversy between them be referred to Henry Vanderburgh, Benjamin Beckes, & Patrick Simpson, whose award when made be the judgment of this Court, and that they do bring the same in at the next Court, and afterwards, to wit, the day & year first written the said referees brought their award into Court which said award is in the words as follows follow-
-in-, to wit, "Benjamin Reed vs William Biddle". The report of Henry Vanderburgh Benjamin Beckes, and Patrick Simpson to what was referred by a rule of Court, made in this term. all matter in Variance between the said Reed & Biddle, after having duly examined the Witnesses sworn in open court, in presence of the said Parties - the said referees do find as follows, to wit, four Dollars and eighty eight Cents for Plaintiff given under our hands as Witnesses and July in the year of our Lord one thousand seven hundred and ninety six Henry Vanderburgh, Benjamin Beckes, Patrick Simpson. Whereupon it is considered by the Court, the Court recover of the Plaintiff the sum aforesaid by the referees aforesaid in their award aforesaid in for as aforesaid award, and his costs, that the said do in that behalf proceed.

Warrant

Common Pleas Court, Indiana 1846-1847

Thomas Jones)
vs)
Ignace Chaaignie)

Case No: 6044 Livers.

Be it remembered that heretofore, to wit, during the year 1846, the
the adjournment of the Court, and which was in the year 1846 to wit,
on the 6th day of February in the year 1846, of the Court of this
out of this court a certain writ of Habeas Corpus returned,
in a plea of Freedom on the Case which said writ is in the words and
figures following, to wit --

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Territory of the United States North West of the river Ohio then as
United States to the sheriff of our said County of Elkhart. Therefore
we command you to take into your custody the body of Ignace Chaaignie
of Vincennes Trader, if he may be found within your jurisdiction and his
safety kept, so that you take him before our society of Justice of our
County place next to be holden at Vincennes within and for our said
County on the first Tuesday of May next, then and there in our said
court, to answer unto Thomas Jones of Vincennes Trader, in a plea of
-pass on the Case, in the degree of the said Thomas, as he says to
of three thousand five hundred and forty two pounds in value of
three hundred and twenty five dollars, to be paid to the said Thomas
to appear with other things, and of this writ and of the return.
Witness Pierre Gendron Esquire Sheriff of our said County, at
Vincennes on the 25th day of February in the year of our Lord

Common Pleas Court, 1879-80.

Warrant above hundred & ninety six. Robert with five etc, a writ
said writ is the following return, to wit, In answer to the within mentioned
writ. Christopher Hyatt, Sheriff, saith says Christopher Hyatt,
a writ, wherein on it is considered by the Court, the Plaintiff say above.

Charles Lognon)
vs) Case no: 271 livres 10 sols.
Francis Duquet)

As it remembred that heretofore, to wit, during the year and
since the 1st day of the last May Court, to wit, the 1st day of
/to dated/ in the year of 1798, the said Charles said out of this court
a certain writ of attachment, in a plea of trespass on the land which
said writ, is in the words and figures following, to wit, Territory of
the United States north west of the river Ohio, then Country of the United
States to the Sheriff of our said County of Knox Writing: We command
you to take into your Custody the Goods & Chattels lands & Tenements of
Francis Duquet, -

Page 30.

Merchant, if they may be found within your bailiwick and to be a truly
keep so that you have them before our Justices of our County Court of
Common Pleas next to be holden at Vincennes within and for our said
County on the first tuesday of August next then and there in our said
Court to answer unto Charles Lognon of Vincennes the law on a writ of
attachment on the Case to the damage of the said Charles said sum of
two hundred & fifty one livres ten sols in value, and

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then and there be made and returned with or without delay, and shall be returned due return. Witness Pierre Carlin Esquire presiding Justice of our said Court at Vincennes on the fourth day of May in the year of our Lord one thousand seven hundred and ninety six. Robert Denton. A which writ of attachment is the following return and endorsement "Whereas the within mentioned writ this 4th day of May 1796 Christopher Lewis Sheriff of Knox County Ind. 9, Settled & returns" Henry Vanderburgh to pay Costs.

Lourient Lezadone)
 vs) Case No: 503
 Reneaventure Dearoseore)

Be it remembered that heretofore, to wit, during the vacation and since the adjournment of the last May court, to wit, the ~~the~~ day of ~~the~~ in the year one thousand seven hundred & ninety six the said Lourient sued out of this Court a certain writ of Capias in the nature of a Capias adrespondendum against the said Reneaventure in a plea of trespass on the Case - which said writ is in the words and figures following, to wit, Territory of the United States northwest of the river Ohio, Knox County the United States to the sheriff of our said County of Knox Greeting. We command you that you take have your custody the body of Reneaventure Dearoseore if he may be found in your bailiwick and him safely keep so that you have -

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Wit before our Justices of our County Court of Common Pleas now to be holden at Vincennes within and for our said county on the first day of

Court of Pleas Court, 1798-9.

of August next then and there in our said Court to answer to the writ
returned in a plea of trespass on the Case to the effect and to the said
Court recd as he says the sum of fifty dollars which shall be paid to be
be paid to answer with other damages and of this writ make return
with us Pierre Gamelin Esquire presiding Justice of our said Court, at
Winnipeg the fourth day of May in the year of our Lord one thousand
seven hundred & ninety six. Joseph Baird for before Justice upon
which said writ of Carias is the following return, to wit, served and
returned says Christopher Grant sheriff, settled says Christopher Grant,
defendant to pay costs.

Jonathan Senger
vs
Jacob Miner } T. ca. 25.

To it remebered that heretofore, to wit, during the vacation and since
the adjournment of the last May Court, to wit, the ~~concluded~~ day of
~~adjourned~~ 11th May 1798 - the said Jonathan out of this Court a
certain writ of Carias, in the nature of a carias of trespass, and
against the said Jacob in a plea of trespass on the Case, which said
writ is in the words and figures following, to wit, Territory of the
United States northwest of the river Ohio, Knox County. The sheriff
doth to the sheriff of our said county of Knox Greeting: we do hereby
for to take into your custody the body of Jacob Miner of the County,
June 18th - if he may be found within your bailiwick on the said day
or be that you have him before our Justices of our County Court of
Carias. Pleas next to be held on the 18th day of June for our said County

Common Pleas Court Minutes 1790-3.

on the first tuesday of August next then and there in due and lawful court
to answer

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with Jonathan Conger of Vincennes Yeover, in a plea of trespass on the
case to the demand of the said Jonathan as he says the said Jonathan
with collars, which said then and there he made to appear with other
damages and of this writ with the return, Witness James Johnson Pre-
siding Justice of our said court at Vincennes on the fourth day of May
in the year of our Lord one thousand seven hundred and ninety six.
Joseph Baird for Robert Martin Esq. upon which said writ of capias is
the following return, to wit, served and returned says Christopher
Wyant Sheriff and afterwards, to wit, upon the return of the said writ
the parties appeared in their proper persons, and the plaintiff withdraws
his said suit, whereupon it is considered by the Court that the Defendant
recover his costs.

Pierre Le Fort

vs

Le Fort -

Aaron Poddier

Be it remembered that heretofore, to wit, during the absence of the
the adjournment of the last day court to wit on the [blank] day of
/blank/ in the year 1790, do said Pierre sued out of the Court
certain writ of replevin against the said Aaron, which said writ doth
the words and figures following, to wit, Territory of the United States
northwest of the river Ohio, then County of the United States

Coroner Pleas Forcible Detainer 1796-

sheriff of Knox County, Georgia. Whereas Pierre L. fiddle of the town
of Winnessee Yeoman holds the Justices of our court of peace. State in
and for our said county both set on title to, and property in a sort in
feather bed with rushie sticking for a tickle, one black and white cow,
and one pot nettle oven, one gun and one ax which is wrongfully taken
and withheld from the said Pierre L. fiddle and is now in the possession
of Aaron Dodder of Winnessee Yeoman as is said, there are therefore to
require you and command you upon sight thereof to reply and -

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take into your custody charge and keep the said feather bed, one
black and white cow, one pot nettle oven, one gun and one ax, if to be
found in your bailiwick and the same at all times to have ready as your
may hereafter be directed by the Justice of our said Court, to deliver
to the said Pierre L. fiddle in case he shall establish his property in
and claim thereto in our said Court, to be held at three o'clock on the first
tuesday of August next, you are also hereby commanded to summon the said
Aaron Dodder or such other person in whose possession the said feather
bed, cow, oven, gun and ax, may be found, to appear before our Justices
at our said Court, at the time and place for holding their next term as
aforesaid and put in their plea, whereby the said Aaron Dodder or other
person may show all anything they have to show, to the contrary of the
claims of the aforesaid Pierre L. fiddle. Hereof fail not, and of this
writ have due return. at said court, with your proceedings therein.

Witness Pierre Amelin Esquire presiding Justice of our said Court
 Whereas the fifth day of May in the year of our Lord 1796, to wit, on
 which said writ is the following return, to wit, "By virtue of the
 within writ to be directed I have received in the hands of three other
 one cow, one pot, cattle oven and one an and the said items together with
 no other property of said Pierre F. Neve's in possession, the said writ
 returned says Christopher agent, sheriff" and upon the return of the
 said writ, to wit, the first day of August in the year of our Lord
 one thousand seven hundred & ninety six. the parties appeared in their
 proper persons and the defendant confessed Judgment, whereon an it was
 ordered by the Court that the Defendant deliver to the Plaintiff the
 property aforesaid, and that the plaintiff recover of the Defendant
 his costs and charges about his suit in that behalf expended and the
 defendant and in moneys

Page 40.

Manuel Lisa)	
)	
vs)	Case.
John Baptiste a. Delattre)	

As it remembered that heretofore, to wit, during the usual course of
 the adjournment of the last May Court, to wit, the mitter day of
mitter in the year of 1796 the said Manuel sued out of this court
 certain writ of Capias, in the nature of a causas ad racionem for the
 plea of trespass on the case against the said John which said writ is
 in the words and figures following, to wit, Territory of the said

Courier Files Court Minutes 1796-9.

northwest of the River Ohio, Knox County. The Sheriff of our said county of Knox County, do hereby take into your custody the body of John Baptista's wife, if he may be found within your bailiwick and him safely keep so that you have him before our Justices of our Court of Common Pleas and to be held of Vincennes within and for our said County on the first Tuesday of August next, then and there in our said court to answer unto Manuel Lisa of Vincennes merchant, in a plea of trespass on the case to the damage of the said Manuel as he says the sum of fifty dollars which shall then and there be made to appear and of this writ have due return, Witness Pierre Caselin, Esquire presiding Justice of our said Court - on the fifth day of May one thousand seven hundred & ninety six A.D. 1796. Yon which said writ is the following return, to wit, served July 19th. 1796 Fred Dapper upon the return of which said writ, and the plaintiff in his proper person, and withdrew his action.

Manuel Lisa)
 vs) T Case da: 500
 Pierre a Negro)

Be it remembered that heretofore, to wit, during the vacation and since the adjournment of the last May court, to wit, on the [omitted] day of [omitted] in the year 1796 said Manuel sued out of this court a certain Writ of Capias, in nature of a -

Common Pleas Court Minutes 1796-99

Wit. Territory of the United States northwest of the river Ohio, then
 County. The United States to the sheriff of our said County of then
 Creating. We command you to take into your custody the body of Pierre
 a negro if he may be found within your bailiwick, and him safely keep,
 so that you have him before our Justices of our County Court of Common
 Pleas next to be holden at Vincennes within and for our said County on
 the first Tuesday of August next, - then and there in our said Court to
 answer unto Manuel Lisa of Vincennes merchant in a plea of Trespass on
 the Case, to the damage of the said Manuel as he says the sum of fifty
 dollars which shall then and there be made to appear with other damages
 and of this writ make due return. Witness Pierre Gaselin, Esquire pre-
 siding Justice of our said Court on the fifth day of May 1796. R.
 Durbin Proth. V. on which said writ is the following return, to wit,
 "served July 19th. 1796 Fred Barger" and upon the return which said
 writ, to wit, the third day of August 1796 the Plaintiff appeared in his
 proper person & confessed his said plea aforesaid whereupon it is
 ordered by the court that he pay costs.

Manuel Lisa)
) Case
 vs)
))
 Joseph a Negro)

Be it remembered that heretofore, to wit, during the vacation of since
 the adjournment of the last May Court, to wit, on ~~the~~ day of
~~the~~ in the year 1796 the said Manuel sued out of this court a
 certain writ of Capias, in the nature of a Capias ad respondendum,
 against the said Joseph in a plea of Trespass on the case, which said

County

Circuit Court, Indiana 17 1896

Writ is in the words and figures following, to wit, County of the United States. North west of the river Ohio Knox County The United States to the sheriff -

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of our said County of Knox, Creation. We command you to take into your Custody the body of Joseph a negro if he may be found within your bailiwick and him safely keep so that you have him before our Justices of our County Court of Common Pleas next to be holden at Vine grove within and for our said county as on the first tuesday of August next, then and there in our said Court to answer unto Manuel Lisa of Vincennes, Merchant, in a plea of trespass on the case to the damage of the said Manuel as he says the sum of fifty dollars which shall then and there be made to appear with other damages and of this writ make due return Witness Pierre Samolin presiding Justice of our said court, on the fifth day of May one thousand seven hundred and ninety six. R. Durbin Pro th. U. on which said writ is the following return, to wit, the third day of August and in the year one thousand seven hundred and ninety six came the plaintiff in his proper person, and directed his said action to be dismissed whereupon it is considered by the Court that he pay Costs.

Gullau.o Fayette)
vs)
Louis Bonogon)

To it remembered that heretofore, to wit, during the vacation of the Court

Common Pleas Court Minutes 1796-99

the adjournment of the November Court which was in the year 1795, to wit, on the [omitted] day of [omitted] in the year [omitted] we said Justice sued out of this Court a certain writ of summons, against the said Lewis in a plea of trespass on the Case which said writ is in the words and figures following, to wit, Territory of the United States, north west of the River Ohio Knox County, The United States to the Sheriff of our said County. Creating. We command you that you summon Lewis Menagan and Angolique his Wife of said of said county if they may be found within your Bailiwick to appear before our -

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Justices of our County Court of Common Pleas to be holden at Vincennes in and for our said County of Knox on the first Tuesday of February next, then and there in our said Court to answer unto Guillaume Fayette late of our said County in a plea of Trespass on the Case to the damage of the said Plaintiff to be made by the said Plaintiff and by his Attorneys and there to be made to appear with other damages and of this Writ make due return. Witness Pierre Genselin Esquire presiding Justice of our said Court at Vincennes on the fourth day of November - in the year of our Lord one thousand seven hundred & ninety five. R. Tustin Pro th. H. on which said writ is the following return, to wit, "recanted the within mentioned writ Christopher Ward sheriff H. C. of which return said Plaintiff by William McIntosh his attorney in fact and filed his certain Declaration in a plea of trespass on the Case, which said declaration is in the words and figures following, to wit, Territory of the United States

Common Pleas Court March 1, 1798-99

North west of the River Ohio in the County of . In the Court of
Common Pleas February Term 1798. Louis Benson and Angeline his
Wife Executors of the Late Pierre Guenoles dec'd who was Executor
of the last will and testament of the Late Janet Guenoles other-
ways called Jean Guenoles of the county aforesaid, Grand Jurors,
were summoned to answer to Guillaume Payette of the same, Grand Juror in a
plea of trespass on the Case: - before whereupon the said Guenoles
complains, that whereas the said Janet Guenoles otherwise called Jean
Guenoles in his lifetime, to wit, on the twenty third day of September
in the year one thousand seven hundred and eighty eight, at which time
in the county aforesaid, made a certain note in writing called a prom-
issory note with the word or hand and name of him the said Janet Guenoles
otherwise called Jean Guenoles to the same note subscribed bearing date
the same day & year aforesaid whereby said Janet -

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called Jean, acknowledged himself to be owing to the said Guillaume in
the amount & sum of three hundred and eighty livres in value at the
then poultry price to be paid to the said Guillaume upon demand, by reason
whereof the said Janet called Jean, in his lifetime became liable to pay
to the said Guillaume the sum of three hundred & eighty livres in value
at the then poultry price according to the tenor of the said note, and
being so liable, the said Janet called Jean in his lifetime in an effort
to prove afterwards, to wit, the day and year last aforesaid

Canon. Jean Court Minutes 1793-95

at Vincents in the county aforesaid assured upon his oath that to the said Guillaume then and there faithfully promised that in the said Janot called Jean in his lifetime the aforesaid amount or sum of three hundred and eighty livres in produce at the then peltry price contained in the said note, to the said Guillaume, according to the tenor of the same, word will and truly pay and content. And the said Guillaume in fact says that the said Janot called Jean in his lifetime or the said Pierre, or the said Louis and Angélique his wife, after the death of the said Janot, called Jean, did not pay nor did either of them pay to the said Guillaume, on the said day in the said note aforesaid above specified the said sum of three hundred and eighty livres in produce at the then peltry price, which they ought to have done, whereby an action accrued to the said Guillaume to demand and have of the said Janot called Jean in his lifetime and of the said Pierre and Louis and Angélique after the death of the said Janot called Jean, the said sum of three hundred and eighty livres in produce at the peltry price, nevertheless the said Janot called Jean altho often required hath not paid nor have either the said Pierre, nor the said Louis and Angélique his wife Paid the said three hundred and eighty livres in produce at the then peltry price to the said Guillaume, But the said Louis and Angélique do yet refuse to pay the said Guillaume and unjustly retain the same to the damage of the said Guillaume two hundred dollars, and therefore he brings his suite, &c.

"and there are pledged for respondents, to wit, John and David Miller, and thereupon came the defendant likewise and argued in his defence which was granted him, and afterwards, to wit, the first Term following, that is to the fourth day of May in the year of our Lord one thousand seven hundred and ninety six, came the parties by their respective attornies in fact, and the defendant craved time to file his answer to the plaintiffs declaration aforesaid, which was granted him until fifteen days before the next Term and afterwards, to wit, the August Term following, to wit, on Tuesday the first day of August in the year 1796 being the day and year first above written, came the parties by their attornies in fact, and on motion & by consent of parties it is ordered that they have time to settle the accounts of the said Guillaume before the orphans Court this term, so far as they shall be found to have -

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Plaint at Vincennes in the County of Knox and State of Indiana, to wit, North west of the river Ohio, before James Johnston, Louis Edeline & John Lecker Requires Justices on the 1st day of November 1796 -

Hart and Rochester)	}	Debt: 13L
vs		
John Larkin		

It is remembered that heretofore, to wit, during the vacation of the Court at the adjournment of the last August Court - to wit, on the 1st day of October in the year 1796 the said Hart and Rochester sued out of this Court a certain writ of Seque, in the nature of a Seque against the said

Common Pleas Court Indiana 1793-94

which said writ is in the words and figures following, to wit, Territory of the United States North west of the river Ohio Know Ye, the said States to the sheriff of our said county of Knox (to wit) We command you to take John Harbin if he may be found within your bailiwick and him safely keep so that you may have his body before our Justices of our Court of Common Pleas at Vincennes, in our said County of Knox on the first tuesday of November next to answer unto Hart and Rochester of a plea of debt of Thirteen pounds lens Gury to the favor of the said Hart & Rochester Thirteen pounds as is said, and that they read there this writ, Witness Pierre Sanchlin Maguire presiding Justice of our said Court at Vincennes one thousand seven hundred and ninety six. T. Sanchlin - Pro Monetary, on which said writ is the following return, to wit, "Executed the within writ, Christopher Wyant Sheriff" which said return, to wit, The day & year first above written came the plaintiff in his proper person and moved his said suit to be dismissed, whereupon it is considered by the court that he pay the Costs.

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Richard Carson)
 vs) Debt. 70 -
 Pierre Mallott)

Be it remembered that heretofore, to wit, during the vacation and since the adjournment of the last August Court, to wit, on the 17th day of October in the year 1793 the said Richard sued out of this Court a certain writ of Capias in nature of a Capias ad personam, against the

Writ of Habeas Corpus

Common Pleas Court District 17.2-35

said Pierre in a plea of debt which said writ is in the words and figures following, to wit, Territory of the United States Northwest of the river Ohio known as. The United States to the sheriff of our said County of Knox, Greeting: We command you to take Pierre Talbot if he may be found within your bailiwick and him safely keep so that you have his body before our Justices of our Court of Common Pleas at Vincennes, in our said County of Knox, on the first Tuesday of november next to answer unto Richard Carson /illegible/ of George Owens of a plea of debt of seventy dollars to the damage of the said Richard Carson. The sum of seventy dollars, as is said and have then there this writ, witness Pierre Franklin Dupire, presiding Justice of our said Court at Vincennes the fifth day, of August in the year of our Lord one thousand seven hundred & ninety six. R. Martin Prothonotary, on which said writ is the following return, to wit, "Attended the within writ Christopher Wyant Sheriff. K. C." At which return, to wit, the day and year first above written came the Pltff. and dismissed his said suit whereupon it is considered by the Court that the Pltff pay costs -

Tousaint Dubois	}	662 Liver 15 Sol.
vs		
Catherine Touga		

Be it remembered that heretofore, to wit, during the vacation & since the adjournment of the last August -

The. Court

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Court, to wit, on the [omitted] day of [omitted] in the year 1793 the said Tossaint sued out of this Court a certain writ of Capias in the nature of a causas adrespondendum against the said Catherine in a plea of debt which said writ is in the words and figures following, to wit, Territory of the United States north west of the river Ohio Ther County Es. The United States to the sheriff of our said County: greeting: We command you to summon Catherine Tossaint in her own name, of all and singular the goods and chattels rights and credits of John Tossaint deceased if she may be found in your bailiwick to personally appear before the Justices of our Court of Common Pleas to be holden at Vincennes, for and within our said County on Tuesday the first day of November next then and there in our said Court, to answer unto Tossaint Jacobs assignee of Gillaume Robert otherwise La Corch in a plea of debt of Five hundred and sixty two livres 15 sols in voltry damage 562 livres 15 sols and not depart from Court without leave nor in no wise fail under the penalty of six hundred dollars and of this writ make due return. Witness James Genelin Esquire, Presiding Justice of our said Court at Vincennes the fifth day of August in the year of our Lord, one thousand seven hundred & ninety six. R. Duntin Pro the notary, on which said writ is the following return, to wit, "returned the within writ Christopher Hyant Sheriff." At the return of the which said writ came the plaintiff and filed his certain declaration in a plea of debt, which said declaration is in the words and figures following, to wit, Ther County, to wit, Ther assignee of Gillaume Robert otherwise La Corch of Ther County,

From County

Common Pleas Court 1793-96

administratrix in her own wrong; of all and singular the goods and chattels rights and Credits of John B. Toure - deceased in our duty of a sum of debt that she render unto him the Just and full sum of five hundred & sixty two livres and 15 sols which is equal to fourtytwo / dollars lawful money which to him she owes & from him unjustly detains for this, to wit, that whereas the said John B. Toure in his lifetime to wit, on the 29th of October 1787 passed his certain note in writing commonly called a promissory note signed with the proper hand of the said John B. Toure, and to the court now here shown the date whereof is the same day & year aforesaid whereby he undertook and then and there said fully promised to pay the said Guillaume Robert otherwise Laconet on order the sum of five hundred and sixty two livres and fifteen sols whenever he should be afterwards required, and afterwards, to wit, on the 16th. October 1793

Page 40.

He showed Guillaume Robert otherwise Laconet by his certain endorsement on the back of the said promissory note signed with her own proper hand did assign the same unto the said Toussaint Debois of which assignment so made as aforesaid the said Catherine had notice by virtue of which and by the Law of this territory an action hath accrued to the said plaintiff to demand and receive of the said Defendant the sum of five hundred and sixty two livres and fifteen sols which is equal to fourtytwo / dollars. Nevertheless the said John Toure, nor the said Catherine Toure his wife, the said sum of money or any part thereof hath not paid, to the said plaintiff, but

Common Pleas Court - 1788-90

the same to him to pay with altogether refused and still holds the same to the damage of the said Plaintiff Five hundred and sixty nine dollars and fifteen cents, and therefore he brings suit and there are entered for prosecution John Seo & Richard Seo and afterwards, to wit, the same day & year came a Jury, to wit, Debrai Jordan, Michael Thorne, Daniel Smith, Isaac Fisher, John Johnston, Henry Lee, John Martin, Edward Pitterhouse, Lawrence Huff, Jose A. Thompson, Charles Payne, & Ralph Watson, who being elected tried and sworn, retired from the bar, and afterwards return with the following Verdict, We of the Jury find for the Plaintiff one hundred and eighty seven dollars & sixty nine cents with lawful interest from the first day of November 1787 & costs whereupon it is considered by the Court that the Plaintiff recover of the said the sum aforesaid by the Jurors aforesaid in their Verdict aforesaid in form of s. assessed & his costs -

page 50.

Wm Addison)
)
) vs)
)) Debt
))
 Ralph Watson)

Do it remembered that heretofore, to wit, during the vacation in force the adjournment of the last August Court, to wit, the day of October in the year 1788 the said William sued one of this court upon a writ of Habeas, in the nature of a writ of mandamus, and returned said writ in a plea of debt which said writ is in the words and figures following, to wit, territory of the United States Northwest of

1832

and in no wise recalled... to defraud the said... whiskey or any part thereof both set said but the... together refused... and there fore no... to wit, John... and Richard... afterwards... the Plaintiff... ordered his said writ to be... whenever it is considered by the court that is... court.

John Crawford }
vs } at. et. al.
Lewis Allen }

It is remembered that herebefore, to wit, during the vacation of the said
the adjournment of the last... court, to wit, the day of...
in the year 1798 the said John sued out of this court a writ of...
work against the said Lewis, which said writ is in the words following
Following to-wit. Territory of the United States... of the River
Ohio. Union County. To the sheriff of our said County...
Whereas John Crawford of Liver to Ohio

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... before the Judges of our County Court...
said County hath set up with...
son, with a white said wife...
... John Crawford...
... of the said County...

Witness Pierre Sanguin, Justice of the Peace

To it remembered that hereafter, to wit, the said day of the month of
the adjournment of the said Court of Session, to wit, of the 17th day of
October in the year 1730 the said Court of Session did order that
certain writ of Copias, in the nature of a writ of Habeas Corpus, should
run against the said William in a plea of Debt, which said writ is in the
words and Figures following, to wit, Territory of the said County
Northwest of the Ohio. In and to the said State of the North Carolina
said County of Knox. Whereas, We do and you do find that the said
debt may be taken in your bailiwick and it is hereby ordered that you
have his body before our Justices of our Court of General Sessions at Watauga,
in our said County of Knox on the first Monday of November next to come or
into the Court House of the said County of Knox, to wit, of one hundred pounds of silver
to the damage of the said Lourdain Machine one hundred pounds and to said
and have then there this writ, Witness Pierre Sanguin, Justice
Justice of our said Court at Watauga the 25th day of August in the year
of our Lord one thousand seven hundred and thirty six. In Testimony
Notary. On which said writ is the following return, to wit, "I presented
the within writ Christopher Bryant Sheriff" At which return, to wit,
The day and year aforesaid the Petr. in his proper person did file his
certain declaration against the said William in a plea of Debt which said
declaration is in the words and Figures following, to wit, Lack of
to wit, Lourdain Machine contains of Willsa Machine in value of one
plea of Debt that he render was for the sum of one hundred pounds of
silver for this, to wit. That whereas the William on the 25th day of
January 1730 passed his certain note or obligation of one hundred

In re: Money

Before: Peace Court Number 1740-0

the proper hand & seal of the said William and to do all and several things therein shown whereby he undertook and then and there lawfully -

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promised that he the said William would well and truly say and consent the said Lorient on or after the first day of July next of one hundred livres in money on the month of Just ensuing the date thereof, Nevertheless the said William altho often required the said sum of money in money aforesaid to the said Plaintiff to pay hath not paid the same or any part thereof to the damage of the said Plaintiff - one hundred livres, and therefore he brings suit & Demandone and there are pledges for prosecution, to wit, John Lee and Richard Roe, and afterwards, to wit, The day and year aforesaid came the defendant in his proper person and confessed Judgment for the debt in the declaration mentioned. Whereupon it is considered by the Court that the Plaintiff recover of the Defendant the debt aforesaid and his Costs about his suit in this behalf demanded and the Debt. in money --

{Lorient Demandone}
vs { Case dt.: 100 Livres
{ Guillaume Payette }

So it remembered that heretofore, to wit, during the vacation & since the adjournment of the last August Court, to wit, the 10th day of August in the year 1793 the said Lorient sued out of writ to the said Plaintiff a writ of Capias in the nature of a Capias of respondentem, against the said Guillaume in a plea of Incess on the case which said writ is in the words and figures following, to wit, Territory of the United States the first of

Case No. 17, 1790

the King, Great Britain. The United States to the Sheriff of our said County of Knox, Great Britain: we command you to take William Payette if he may be found in your said County and him safely keep, so that you have his body before our Justices of our Court of Common Pleas -

Page 55.

Filed at Vincennes, in our said County of Knox, on the 11th day of November next a writ under the Great Seal of Great Britain in the case to the damage of the said Lorient Plaintiff one hundred and fifty livres as is said and hereinafter this writ, directed, Pierre Gamelin, Esquire presiding Justice of our said County of Vincennes, the fifth day of August in the year of our Lord one thousand seven hundred & ninety six R. Dunbar, Prothonotary. In which said writ is the following return, to wit, "Executed the within writ Christopher Lyons Sheriff." At the return of which said writ came the plaintiff in his proper person and filed his certain declaration against the said Defendant in a plea of trespass on the case which said declaration is in the words and figures following, to wit, Knox County, to wit, Lorient Defendant complains of Guillaume Payette otherwise William Payette in Custody of a writ of trespass on the case for this, to wit, that whereas the said William on the 20th June 1796 at Vincennes in the county aforesaid passed his car and note in writing commonly called a promissory note subscribed & signed with his proper hand the date whereof is the same day and year aforesaid, and so the Court now here sheweth by he acknowledged to be liable to stand firmly bound to the said Lorient Plaintiff in the sum of one hundred

Common Pleas Court, Knox County, Tenn.

words and figures following, to wit, "four days of the said County North-west of the Ohio. Knox Co. The United States of the Territory of our said County of Knox Creating: We can and you do have into your custody the body of Joseph Gregoire of the village of La Roche Trader in an action of trespass on the case to the damage of the said Joseph Gregoire the sum of one hundred & forty dollars in peltry with other damages as is said and have then there this writ

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and have then there this writ, Witness Pierre Goulin, Esquire presiding Justice of our said Court at Vincennes the 21st day of August in the year of our Lord one thousand seven hundred & ninety six. P. Goulin Esq. Notary, on which said writ is the following return, to wit, "executed the within mentioned writ Christopher Hyant sheriff." In the return of which said writ came the Plaintiff in his proper person and filed his certain declaration against the said Joseph in a plea of trespass on the case which said declaration is in the words and figures following, to wit, Knox County. In the Common Pleas Nov. Term 1793 Joseph Gregoire of Vincennes in the county of Knox in the Territory of the United states North-west of the Ohio, was attached to answer unto Louisiane Benadone of the said Village, Trader, in a plea of Trespass on the case any whereupon the sd. Benadone that he the said Gregoire was his certain debt in writing under his hand & every date subscribed with his own hand bearing date the 21st day of July 1793 and then and there delivered the said note to the said Plaintiff by which said note in the said Benadone declared the sum of one hundred &

Cause: *Entre Lorient, Hubert et al.*

on his order one hundred and forty one livres et dix sols et de cinquante
 five dollars and twenty five Cents in the course of the month of October
 last for value from the said Lorient then and afterwards said Lorient and
 said Gregoire by reason of which said Lorient the said Gregoire became
 chargeable and yet is chargeable to wit to the said Lorient the sum
 of thirty five dollars & twenty five cents in the said new contract,
 and being so chargeable he the said Gregoire in consideration thereof
 afterward, to wit, on the same day & year and at the same place last
 above mentioned did assume upon himself and the said Gregoire also and
 there faithfully promised to pay to him the said -

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Lorient the aforesaid sum of Thirty five dollars and twenty five cents
 according to the tenor of the aforesaid note, and the said Gregoire in
 no wise regarding his pretence and certainties made an affidavit and con-
 -fessing & fraudulently inducing the said Lorient in this particular
 craftily and subtly to believe and demand, the aforesaid sum of money
 or any part thereof to the same Lorient had not had nor anyway like to
 satisfied him for the same altho to do this the aforesaid Gregoire after-
 wards, to wit. The day and year aforesaid in the County afo. by the said
 Lorient was required that he, Lorient on the said Lorient with him do
 demand and both summe to the value of 100 livres. 17. by the said Lorient
 his suit & there are altho for recoument, to wit, John For and Fisher
 too, and afterwards, to wit, the day and year afo. on the said day and

... considered by the court that the plaintiff receiver of said estate, the said
... and his costs about his suit in that behalf awarded -

Patrick Simpson

vs

James Johnson, attorney in fact

for James McFuller

It is remembered that heretofore, to wit, during the vacation since
the adjournment of the last August Court the said James Johnson, attorney in fact
Court a writ of Habeas Corpus, ... said James Johnson, attorney in fact
on the case, which said writ is in the words and figures following to wit

Page 59.

Territory North west of the river Ohio, ...
the sheriff of our said County, ...
James Johnson Esquire as attorney in fact for James McFuller, ...
before the Justices of our Court of Common Pleas, ...
comes in the County aforesaid on the first Tuesday of November next to
show cause if any he hath why Executors should not issue a writ of Habeas Corpus
James McFuller's goods and chattels lands and tenements, ...
remained in the court of common Pleas of the County aforesaid, ...
Justices of the said County, for the sum of three hundred and fifty
dollars and of fifty and no part of a dollar, ...
...
... have then taken the said James McFuller's goods and chattels ...

Common Pleas Court Records 1740-

Justice of our said Court at Vinson on the fifth day of the month of June
of our Lord one thousand seven hundred and eighty six in the presence of
Notary. On which said writ is the following return, to wit, "Return made
within writ Christopher Hunt Sheriff of the County of York, to wit, the day
and year afo. said the said writ is returned to the said Justice - and that
the said defendant which said declaration is in the words and phrases
following, to wit, that the said Frederick Clason or his agent
has a Judgment against the said Plaintiff of the sum of one hundred and thirty
that the said Plaintiff has paid unto him the sum of three hundred and
sixty five dollars and eighty cents the said Plaintiff has by his agent or
bondsmen held in the County of York of the County of York the fifth day
day of March in the year of our Lord 1786 by reason of the said debt

cc.

of the debt, he also states that the said Plaintiff has by his agent or
of the Justice of the said Court of York of the County of York in this
suit in that behalf expended whereof the said Plaintiff has by his agent or
~~illegible~~ he appeared to me by the present & preceding terms, and the
the Court now here shown, which said sum of money remains in the hands
Court of Common Pleas - in the County of York of the County of York of the
acres, to the said Plaintiff to demand the sum of the said debt and the
the afo. sum of Two hundred and thirty five dollars and eighty cents, and
the costs thereof which shall be the said Plaintiff's costs, and the
paid the said sum of Two hundred and thirty five dollars & eighty cents
often required thereto, but that the said Plaintiff has by his agent or

Comodoro - Court of Lincoln, V. G.

the body of Francisco Contelery of Vincennes, the defendant in the above
 your bailwicks and him safely held, so that you may have him to answer
 our Justices of our Court of Comodoro at Vincennes, in our said County
 of Knox on the first Tuesday of November next to another writ to wit
 Pasadone of said Villare Brader in execution Pasadone on the case to the
 damage of the said Pasadone the sum of two hundred and eighty one dollars
 and three cents plus other damages as is said and pay them there
 this writ, Witness Pierre Gaudin Esquire presiding Justice of our said
 court at Vincennes, the 1st day of August in the year of our Lord, one
 thousand seven hundred and ninety six. To which said writ
 is the following return, to wit, "Executed the within writ this 1st day of
 August 1796" At which return, to wit, the day and year aforesaid the
 Plaintiff in his proper person and filed his certain declaration and joined
 the said Francisco in a plea of trespass on the case and there are pledges
 for prosecution to wit John Doe & Richard Roe which said declaration is
 in the words and terms following, to wit, "In the County place the
 Term 1796 Knox County Es. Francisco Contelery of Vincennes in the County
 of Knox -

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In the Territory of the United States North West of the River Ohio the
 attached to answer unto Lieutenant Pasadone of the same title the
 plea of trespass on the case, and whereupon the said Plaintiff returned
 that he the said Contelery is a free and lawful citizen of the said
 Vincennes, and subscribed with his proper hand, the following

1860

Common Pleas Court, ...

9th day of the 12th month, in the year 1793 ... the said notes to the said Lorient by which said several notes in the said Cortely promised to pay to the said Lorient the sum of the hundred and seventy seven livres and 3 sols in value ... equal to 69 dollars and thirty nine cents within four months from the date of the several notes, for value received from the said Lorient then there received by him the said Cortely, being chargeable and yet is chargeable to pay to the said Lorient the said sum of sixty nine dollars and thirty cents in the said three several bills so signed and being so chargeable to the said Cortely in consideration thereof afterwards, to wit. On the same day & year and at the same place last above mentioned did occur upon himself, and the said Cortely then and there faithfully promised to pay to the said Lorient the aforesaid sum of sixty nine dollars & thirty cents according to the tenor of the three aforesaid notes, yet the aforesaid Cortely did not observe his said promises and undertakings made as aforesaid but contriving a fraudulent intention the said Lorient in this particular creditly and swindling to receive and defraud, the aforesaid sum of money or any part thereof to the said Lorient hath not paid nor any manner hitherto satisfied him for the same and to do this the aforesaid Cortely afterwards, to wit,

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the day and year afd. ... thereon the said Lorient ... to the value of [blank] ...

Price Court

Common Pleas Court, 1790-99

Richard Roe pledges - it which time he writ, to say that the Def. came in his proper person and consented to judgment for the sum of two hundred seventy seven livres, & three sols whereon it is considered by the Court that the plaintiff recover of the defd. the sum afo. and his costs about his suit in that behalf expended, and the defendant in mercy.

Louis Demeron	}	Case No: 209 -
vs		
Genevonture Pesche		

Be it remembered, to wit, under the Vacation and so the adjournment of the last August Court, to wit, the 5th day of 10th month in the year 1796 the said Louis sued out of this Court a writ in Cinias (called a Cinias ad respondendum) against the said Genevonture in a writ of trespass on the case, which said writ is in the words and figures following, to wit, Territory of the United States North West of the river Ohio, Knox Co. The United States to the sheriff of our said County of Knox writing: We Command you to take into your custody the body of Genevonture Pesche of the town of Vincennes, Indiana if he may be found in your bailwick and him safely keep so that you may have his body before our Justices of our Court of Common pleas at Vincennes, in our said County of Knox on the first tuesday of November next to answer unto Louis Demeron & his wife Thext. or the late Pierre Gen over dead. in a plea of trespass on the case to the damage of the said Thext. the sum of two hundred and seventy seven livres as is said and have then there this writ, Witness Pierre Gen over dead presiding Justice of our said Court at Vincennes the 21st day of August in the year of our Lord one thousand seven hundred and ninety six. D. P. Smith

Innox County

Common Pleas Court Minutes 1796-99

Protho y. on which writ is the following: return & endorsements executed the within writ, & dismissed by Pitts's order G. Grant Sheriff.

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John Small)	
)	
vs)	Case dam: 50,
)	
John Wilson)	

Be it remembered that heretofore, to wit, during the vacation and after the adjournment of the August Court which was in the year 1796, to wit, on the day of in the year 1796 the said John Small sued out of this Court a certain writ of Habeas (called a Habeas ad res ostendendum) against the said John Wilson in a plea of trespass on the Case which said writ is in the words and figures following, to wit, Territory of the United States North west of the Ohio Knox Co. The United States to the sheriff of our said county of Innox Greeting: We command you to take the body of John Wilson Carpenter if he may be found in your Bailiwick and him safely keep so that you may have his body before our Justices of our Court of Common Pleas at Vincennes in our sd. County of Innox on the first Tuesday of November next to answer unto John Small Car-smith in a plea of Trespass on the case to the damage of the said Small one hundred and fifty dollars which shall then and there be made to appear as is said & have them there this writ Witness Pierre Gaudin, Esquire presiding Justice of our said Court at Vincennes the second day of August in the year of our Lord one thousand seven hundred & ninety six J. Martin Protho y. on which writ is the following return, to wit, Executed the within writ & returned G. Grant Sheriff

Knox County

Common Pleas Court Minutes 1797-98

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at the return of which said writs the parties appeared in their proper persons, and the same was continued until the next term for the Plaintiff to file his declaration and at the February Term following, to wit, the day and year aforesaid the parties appeared and the same was continued until the next day and afterwards, to wit, the ninth day of February in the year 1797 the parties appeared and the said John Small filed his certain declaration against the said John Wilson in a plea of Trespass on the Case, and there are pledges for prosecution, to wit, John Lee & Richard Roe; which said declaration is in the words and figures following, to wit. Knox County, to wit, John Small complains of John Wilson in custody of a plea of Trespass on the Case for this, to wit, that whereas the said John Wilson before the first day of January in the year of our Lord 1793 at the County afo. was indebted to the said John Small in the sum of seventy nine Dollars and sixty two and a half cents for goods wares and Merchandize sold & delivered to him the said Wilson at his special instance and request and the said Wilson being so indebted in Consideration thereof afterwards, to wit, on the same day and year afo. undertook & there faithfully promised the said Plaintiff that he the said Defendant should well and truly content and pay the same sum of Money whenever he should be thereunto required and also the said Defendant afterwards, to wit before the first day of January 1793 at the County afo. was indebted to the said Plaintiff in other seventy nine Dollars & 62½ Cents of like money for so much money by the said Plaintiff for the said Debt due at the special instance

Common Pleas Court

Common Pleas Court January 1799-90

Page 33.

and received of the said Defendant the sum of three hundred and thirty dollars and
 paid and the said Defendant being so indebted in consideration thereof
 afterwards, to wit, the said day & year aforesaid, at the order of the Court
 upon the said and then and there returned and delivered to the said
 said Plaintiff that he the said Defendant the said sum of three hundred and thirty
 cents last mentioned would well & truly consent to pay to the said Plaintiff
 be thereunto thereafter required, nevertheless the said Defendant in no
 wise regarded his several orders and undertakings as well as aforesaid,
 but being wholly contrary to duty and exactly and fully contrary to the
 said Plaintiff in this behalf the said sum of one hundred and fifty dollars
 to the said Plaintiff hath not paid, but the said Plaintiff to his demand
 altogether refused and still doth refuse to the demand of the said Plaintiff
 one hundred & fifty dollars, and therefore he brings this suit.

I.C. Johnston John Doo & Richard Lee Executors, and afterwards, to wit.

The day & year aforesaid, came the order of this proper Court and the said

Judgment for seventy nine dollars & 3/4 cents whereunto he is bound and

by the Court that the plaintiff recover of the Def. the sum of one hundred

Judg. afo. and his costs

Richard Harrison)

vs

Manuel Isaac & Wm)

I. C. No: 2000)

Be it remembered that heretofore, to wit, during the vacation of the Court
 the aforesaid of the last August Court which was in the month of August
 said Richard sued out of this Court a writ of Habeas Corpus, and the



1860.

(The Captain of the said ship) ...
 idea of Trevis and Gausson, which said ...
 following, to wit, Territory of the United States West side of the State
 Knox Co. The United States to the sheriff of our said County of Knox
 Greeting: We ord. and you to take into your custody the bodies of said
 Lisa A. Shaw his wife, late Mary Shaw, and their children, to wit,
 Samuel Howard Shaw, late of the state of Maryland deceased, and
 to send in your bailiwick and their safety keep so the said bodies
 their bodies before our Justices of our Court at Vincennes, Indiana,
 in our said County of Knox, on the first Tuesday of the next month next to come
 unto Richard Harrison of the said County of Harrison, Richard Harrison said
 Samuel S. Shaw in action upon the case wherefore our courtier for a
 negro girl, called Mint, about eleven years old and a girl called John
 about thirteen years old and a boy called Bill or Billy about seven
 years old which they unlawfully stole from the said Richard Harrison of
 the said County to the damage of the said Richard Harrison the sum of
 two thousand dollars together with other damages as is said and put down
 there this writ. Witness Pierre Vanolin, Maguire - President Justice of
 our said Court at Vincennes the fifth day of August in the year of our
 Lord one thousand seven hundred and ninety six. ...
 Of which said Writ is the following return, to wit, served ...
 mentioned Writ Christopher Harrison Sheriff of the said County of Knox,
 to wit.

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the 3rd day of November in the year 1796 the parties appeared by their attorneys and the case was continued until the next term, to wit, the August term following, to wit the 1st day of August in the year one thousand seven hundred & ninety seven, the parties appeared by their attorneys, and on motion of the Defendant by his attorney, the Plaintiff was nonsuited whereupon it is considered by the court that the Defendant recover of the Plaintiff his costs about his defense in that behalf expended and the Plaintiff in money.

Antoine Marshal
vs } Case No: 33.
Guinell }

Be it remembered that heretofore, to wit, during the vacation and after the adjournment of the August Court which was in the year 1796, the said Antoine sued out of this court a certain writ of Habeas Corpus against the said Guinell in a plea of trespass on the King which said Writ is in the words and figures following, to wit, Whereas, of the United States North west of the Ohio River et. The said Justice to the Sheriff of our said County of Harrison: We command you to take Guinell if he may be found in your bailiwick and him safely keep so that you may have his body before our Justices of our Court of Common Pleas at Vincennes, in our said County of Harrison at the first Tuesday of November next to answer unto Antoine Marshal of a plea of Trespass on the King to the damage of the said Antoine Marshal Fifty dollars and his costs and return there this Writ: Witness Hieronimus Magister of the County of Harrison

Indian Country

Common Pleas Court Minutes 1796-1800

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of our said Court at Vincennes the 21st day of August 1796 the writ of our Lord one thousand seven hundred and ninety six. A. D. 1796. Prohibitory. on which said writ is the following return, to wit, "That the within mentioned writ this 24th day of October 1796 A. D. 1796. is not returnable until the fourth day of November 1796 the parties appeared, and the same was continued until the next term, and on the 14th day Term following, to wit, the 19th day of February in the year 1797 the plaintiff appeared in his proper person & dismissed his said suit, whereupon it is considered by the Court that the defendant recover his Costs about his defense in that behalf expended, so that the Plaintiff take nothing for his false clamour, but go without day & be in mercy -

Manuel Lisa	}	
vs		Case T. 20
Francis Guinell		

Be it remembered that heretofore, to wit, during the week immediately after the adjournment of the August Court which was in the year 1796. the said Manuel sued out of this Court a certain writ of Habeas corpus ad respondendum, against the said Francis in a plea of Breach of the Case which said Writ is in the words and figures following, to wit, Territory of the United States North west of the Ohio River Co. To the United States to the Sheriff of our said County of Knox County: I command you to take into your Custody the body of Francis Guinell of Vincennes Yeoman. if he may be found in your Bailiwick and him safely hold so that you have his body before our Justice of our Court at Vincennes

1895

1895

the said Robert Dunlop it is now the duty of the said Sheriff to
cause the aforesaid debt to be paid -

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been said to be to the conditions of the said writ, and
increased and payment thereof still owing to be made; and the said
Sheriff hath besought the Justices of the Court of Session that the
said County do Grant him his warrant to this effect, viz. that the said
Justices being willing thereunto do that in this behalf the said
County do command you the said Sheriff that by you and lawful men of your County
you give notice to the several heirs and assigns of John and Elizabeth
his wife heirs of the said John Campbell deceased, to personally be
and appear before the Justices of the said County at such time as the
first Tuesday in February next to come if they have not done so
for themselves why the said fore-said process ought not to be
and taken in execution by the said Sheriff, and that the said
and costs agreeable to an act of our Sovereign Majesty's most excellent
Majesty the first day of June in the year of our Lord's said Majesty
hundred & ninety five entitled by law subjecting said act to be executed
for debt". If they shall think fit to do so the said Justices
the said Court shall then and there consider in this behalf, and shall
then the names of those by whom the said process shall be taken
this writ. Witness I was at Edinburgh the first day of November
1895 at Edinburgh the first day of November 1895. I, the said
Sheriff, do hereby certify that the said Sheriff has received the sum of
thousand seven hundred & ninety five pounds sterling.

Common Pleas Court

What is the following return: "Whereas the said Sheriff of the County of ... and Sheriff of the County of ... in the presence of ... the return of which said writ the said ... against the said ... and there are ... Doct. & Richard ... which declaration is in the words and figures following, to wit,

Page 75.

In the Common Pleas February Term 1797 Robert Durbin in his own name or person comes here into Court and suggests that John T. Sullivan on the twenty eighth day of June in the year of our Lord one thousand seven hundred and eighty six executed a mortgage in the form of law, with certain ... of a tract of land lying and being in the County of ... Territory containing four acres ... back forty acres, bounded on the south by Daniel Sullivan's land ... the north by vacant lands as a security for the sum of one hundred & ninety four pounds twelve Shillings New York Currency, (including of Interest) that the payment was to be made immediately after the date of the said Mortgage, And that the said Woldran ... on the fourth day of December in the year of our Lord one thousand seven hundred & ninety six made and executed a receipt to ... an assignee of the said Mortgage ... the said Robert Durbin it is suggested that several years ... since the said debt ought to have been paid ... and may not yet remain to be done, ... his suit & so forth. John T. Sullivan ...

Knox County

Common Pleas Court Minutes 1796-99

prosecution. And afterwards, to wit, the same day - year afo. said a Jury, to wit. John Small, Joseph Dooker Jun, Louriont Dubois, Louriont Gerue, Edmund Poll; Daniel Smith, Edmund Ritterhouse, Jacob Thorn, Ambroise Dagono, George Catt, Patrick Simpson & Michael Thorn, who being elected tried and sworn return the following Verdict. We of the Jury find for the Plaintiff the sum of seven hundred & thirty six dollars with lawful Interest from the 1st day of June 1796, where upon it is considered by the court the Mortgage premises be sold to satisfy the same with costs.

Page 76.

John Small	}	
vs		
Gousaint Dubois)		C. R.: 3001

It is remembered that heretofore, to wit, during the vacation and since the adjournment of the last November Court, to wit, the [omitted] day of [omitted] in the year 1796 the said John sued out of this Court a certain writ of Capias called a Capias adrespondendum, against the said Plaintiff in a plea of trespass on the Case, which said writ is in the words and figures following, to wit, Territory of the United States north west of the Ohio Knox Ss. The United States to the sheriff of our said county of Knox Greeting: Executed the within mentioned writ Christopher [omitted] Sheriff" at which return, to wit, the day and year aforesaid of the Plaintiff in his proper person and discharged the said writ whereupon it is considered by the court that he pay costs

Innocent Court,

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Tousaint Dubois)	}	Case: 400.
vs)		
William McIntosh)		

Be it remembered that heretofore, to wit, during the Vacation and since the adjournment of the last November Court to wit, the [omitted] day of [omitted] in the year [omitted] the said Tousaint sued out of this Court a Certain writ of Capias, called a Capias adrespondendum, against the said William in a plea of Trespass on the case which said writ is in the words and figures following, to wit, Territory of the United States North West of the Ohio, Knox Co. The United States to the sheriff of our said County of Knox Greeting: We command you to take William McIntosh if he may be found in your bailiwick and him safely keep so that you may have his body before our Justices of our Court of Common Pleas at Vincennes in our said county of Knox on the first Tuesday of February next to answer unto Tousaint Dubois administrator of all and singular the goods and chattels rights and Credits which were of Joan Dargweller deceased in a plea of Trespass on the Case to the damage of the said Tousaint four hundred dollars as is said & have then there this writ. Witness James Johnson Esq. presiding Justice of our said Court at Vincennes The fifth day of November in the year of our Lord one thousand seven hundred and ninety six, Robt. Burkin Prothonotary. on which said writ is the following endorsement, to wit, served the within mentioned writ Christopher Wyant, Sheriff at which Court, to wit, the day of year a. d. 1800 the parties in their proper persons appeared. All which are in full declaration against the said writ. In a plea of trespass on the case.

Knox County

Common Pleas Court Minutes 1784-89

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case and there are pledges for prosecution, to wit. John Doe and Richard Roe, which said declaration is in the words and figures following, to wit, In the Common pleas February Term 1787 Knox County Toussaint Dubois admnic -trator of all and singular the Goods & Chattels rights & credits which were of John Darquilleur deceased in his own proper person comes here into Court and complains of William McIntosh in Custody in a plea of Trespass on the Case for that, to wit, that whereas the said William McIntosh before the fourteenth day of June in the year of our Lord one thousand seven hundred and ninety six, was Indebted to the said Jean Darquilleur in the sum of Five hundred and forty seven Livres on an account stated and acknowledged by the said William McIntosh became liable to pay to the said John Darquilleur in his lifetime & to the said Toussaint since the death of the said Jean the said sum of Five hundred & forty Livres & being so therein indebted the said William in consideration thereof afterwards, to wit, the day and year last aforesaid caused upon himself to be boundly promised that he would well and faithfully pay the said sum of money when he shou'd be thereunto afterwards required - and further the said Toussaint Dubois complains that the said William McIntosh is indebted to the said Toussaint adm. as afs. in the further sum of Five hundred and Forty Livres for so much money before the day & year aforesaid had & received of the said Jean Darquilleur and at the special instance and request of wit the said William McIntosh and being so therein indebted the said William in consideration thereof afterwards, to wit, on the day & year aforesaid -

Knox County

Common Pleas Court Minutes 1766-96

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assumed upon himself and faithfully promised that he would well and faithfully pay the said sum of money when he should be thereto afterwards required. Nevertheless the said William altho often required the aforesaid sum of money to the said Jean Marquellour in his life time nor to the said Toussaint since the death of the said Jean hath not paid but hitherto to pay the same hath and still doth refuse to the damage of the said Toussaint one thousand livres and therefore he produces his suit, John Doe & Richard Roe Pledges. Dubois in person and afterwards, to wit, the same day and year first mentioned came the defendant in his proper person and defendant the force and injury in the said Plaintiff, declaration explained of, and saith that he is in no wise indebted to the said Pltff. as is stated in his declaration in manner & form aforesaid and this he is ready to verify. Whereupon the said Defendant putteth himself upon the Country Wm McIntosh and the Pltff doth like Dubois and thereupon came a Jury, to wit, Joshua Harbin, Patrick Simpson, Thomas Joubert, Benjamin Leek, Michael Thorn, George Satt, Joshua McDonald, John Crawford, Edmund Pittenhouse, Joseph Decker Jun. Edmund Polk, and Louis Sever, who being elected tried and sworn the truth to speak, upon the issue Joined upon their Oaths do say we of the Jury find for the Defendant Ten Fr Cent as far as the accounts he has settled out of Moulens Estate Jean Pierre Estate.

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Peter Frederick)	}	Case no: 47
vs)		
Luko Decker adm.)		

Be it remembered that heretofore, to wit, during the vacation and after the adjournment of the last May Court, to wit, the [Omitted] day of [Omitted] in the year 1796 the said Peter sued out of this Court a Certain Writ, of Capias called a Capias adrespondendum, against the said Luko in a plea of Trespass on the Case which said Writ is in the words and figures following, to wit, Territory of the United States North west of the River Ohio. Knox County So. The United States to the Sheriff of our said County of Knox. Greeting: We command you to summon Luko Decker Esquire Executor of the goods and chattels rights and Credits of the late Daniel Sullivan deceased if he may be found in your bailiwick to appear before our Justices of our Court of Common Pleas at Vincennes in our said county of Knox on the first Tuesday of November next to answer unto Peter Frederick late of the River Busho Yeoman in a plea of trespass upon the Case to the damage of the said Peter forty seven dollars together with other damages as is said and have then there this writ Witness Pierre Scablin Esquire presiding Justice of our said Court at Vincennes the fifth day of August in the year of our Lord one thousand seven hundred and ninety six, B. Burtin Prothoy. on which said Writ is the following return, to wit, "Executed the within writ Christopher Grant Sheriff" At which return, to wit, The November Term following the parties at the Court of Session of the Plaintiff was continued until the next term. And at the said term, to wit, the tenth day of February one thousand seven hundred and ninety seven

Inox County

Common Pleas Court Minutes 1750-99

the Defendant appears and craved and instance until to be heard when
 was granted & at the next -

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Term, to wit, the Second day of May in the year of our Lord one thousand
 seven hundred & ninety seven the parties appeared, the Plaintiff by his
 attorney and the Defendant in his proper person and there upon the Plain-
 tiff filed his Certain declaration against the Defendant which said Decla-
 ration is in the words and figures following, to wit. Territory of the
 United States Northwest of the River Ohio Inox County in the common place,
 Luke Decker - administrator of all and singular the Goods & Chattels rights
 and Credits which were to Daniel Sullivan deceased of the said County was
 summoned to Peter Frederick of the County aforesaid Allegedly in a plea
 that he render to him forty seven dollars, which he unjustly detains from
 him and so forth and whereupon the said Peter Frederick by Gibson F. Pen-
 delton his attorney saith that the said Daniel Sullivan in his lifetime,
 to wit, before the second day of April which was in the year of our Lord
 one thousand seven hundred and eighty nine in the county aforesaid was
 indebted to the said Peter Frederick in the sum of eighty dollars and seventy
 five cents for work labor and service before that time done and performed
 by the said Peter Frederick for the said Daniel Sullivan in his lifetime
 and at the special instance and request and beiter so indebted he the said
 Daniel in Consideration thereof afterwards, to wit, on the same day an
 year aforesaid assumed upon himself and to the said Peter when and where
 did promise that he would pay to the said Peter the sum of eighty dollars

Knox County

Common Pleas Court, Issues 1755-56

Seventy five Cents when he should be afterwards demanded in justice, and whereas the said Daniel in his lifetime, to wit, on the same day & year aforesaid in the County aforesaid was indebted to the said Peter in the further sum of thirty eight dollars & Twenty five Cents for fifty one bushels of Corn by him the said Peter to the -

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same Daniel and at his special instance and request before that time sold and delivered, and being so indebted the aforesaid Daniel in consideration thereof afterwards, to wit, the same day and year aforesaid in the county aforesaid assumed upon himself and to the same Frederick all then and there faithfully promise that he the aforesaid Daniel the aforesaid sum of thirty eight dollars and twenty five Cents to the same Frederick when he should be thereunto afterwards required - would well and faithfully pay - Content. Nevertheless the said Daniel in his lifetime nor the said wife since the death of the said Daniel (altho or requested) the several promises and assumptions aforesaid in form aforesaid made in no wise retaining the aforesaid several sums of Money or any of them to the said Peter hath not paid nor hath either of them paid, but to pay the same or in any manner Content the said Frederick hath altogether refused, & the said wife will doth refuse to the damage of the said Peter one hundred dollars - Therefore he brings his suit & so forth Pleades to the said Justice Richard Roe G. D. Pendelton Attorney for Plaintiff, and the Defendant in his proper person comes and defends the force and Inquiries claimed of said Plea, that he did not promise nor assume in manner and for in aforesaid nor there

he putteth himself upon the Country for the Trial of the Jury, to wit. Robert Johnson, Elias Jordan, Abraham Smith, Wm. Martin Reed, Lawrence Jared, Ephraim Jordan, Jacob Miner, George East, Leonard Pittenhouse John Luettee, Solomon Denton, & John Johnson, who have chosen, tried and sworn -

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well and truly to try the issue joined upon their Oaths do say that the Defendant did assume in manner and form as the Plaintiff avers in his last declared, and they do assessed the Plaintiff damages by reason of the non performance of that assumption to forty seven dollars, wherefore it is considered by the court that the Plaintiff do recover of the Defendant the sum aforesaid by the Jurors aforesaid in their Verdict aforesaid in form aforesaid assessed together with his costs above his wife in and on behalf expended by the Defendant in mercy -

Christopher Bryant afores.

vs

Debt: 120 Livres

Luke Docker adm.)

Do it remembered that heretofore, to wit, during the vacation and after the adjournment of the last August Court, to wit, the seventh day of [omitted] in the year 1790. The said Christopher sued out of this Court, a certain Writ of Capias Called a Capias aforesaid, returnable to the said Luke, in a plea of debt, which said writ is in the words and effect following, to wit, Territory of the United States North west of the Ohio, District No. 1. The United States to the Sheriff of the said County of then ...

King's County

Common Pleas Court Minutes 1795-97

We command you to summon Into Decker Esquire - Administrator of all singular the goods and Chattels, rights and Credits of and of and from deceased, if he may be found in your bailiwick and his body keep as he to you may have his body before our Justices of our Court of Common Pleas at Vincennes, in our said County of Knox on the first Tuesday of November next to answer unto Christopher Hyant Esquire assignee of Agness Comstock Executrix of all and singular the goods and chattels rights and credits of Pierre Comroyer deceased of a plea of debt of one hundred & twenty livres in peltry to the -

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damage of the said Christopher Hyant a/c. s. one hundred & twenty livres, as is said and have then there this Writ, Witness Pierre Carolina Esquire, presiding Justice of our said Court at Vincennes the fifth day of August, in the year of our Lord, one thousand seven hundred and ninety six R. Burtin Prothonetary. on which said writ is the following return, to wit, "Executed the within writ Ibr. Westfall Coroner". At which return, to wit, on the fourth day of November in the year of our Lord one thousand seven hundred and ninety six the parties appeared in their proper persons, and on motion of the Defendant the same was continued until the next term, at which Term, to wit, the tenth day of February in the year one thousand seven hundred & ninety seven, the parties appeared and the Defendant craved an imparlance until the next term which was granted him, at which Term, to wit. The May Term following, to wit, the said day of May in the year one thousand seven hundred and ninety seven, the parties appeared and

Knox County

Common Pleas Court Minutes 1793-99

the pl^tff filed his certain declaration against the Defendants in a plea of debt, which said Declaration is in the words and figures following, to wit, Knox County, to wit, Christopher Wyant Assignee of Anness Comoye administratrix of Pierre Comoye deceased complains of Luke Becker administrator of all and singular the goods and chattels, rights and Credits of Daniel Sullivan deceased in Custody of a plea of debt that he tender unto him the sum of one hundred Livers which is equal to [omitted] dollars lawful money of the United States which he unjustly detains, for that, to wit, that whereas the said Daniel Sullivan in his lifetime, to wit, on the 4th October 1788 Vincennes in the county aforesaid passed his certain note in writing commonly called a

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promisory note signed with his own proper hand and to the Court now here shown the date whereof is the same day & year aforesaid whereby he acknowledged to be held and stand firmly bound unto the said Comoye in the Just and full sum of one hundred and twenty Livers, to be paid whenever he shou'd be thereunto afterwards required and after the decease of the said Pierre Comoye she the said Anness Comoye administratrix aforesaid assigned the said promisory note to the said Christopher Wyant, to wit, on the [omitted] day of [omitted] 1793 by a certain endorsement on the back of the said promisory note signed with her proper hand of which assignments so made as aforesaid the said Luke Becker admr. aforesaid is obliged by reason of which and by Virtue of the laws of this Territory action hath accrued to the said Plaintiff to demand and receive of the said Luke

Declarator Adm. aforesaid the aforesaid sum of one hundred and twenty dollars which is equal to [omitted] dollars lawful money aforesaid. He nevertheless the said Daniel Sullivan deceased in his lifetime nor the said Dea. as adm. a/c. since the death of the said Daniel the said sum of money or any part thereof hath not paid altho often required thereto but the same to pay to the said Plaintiff hath altogether refused and still doth refuse to the damage of the said Plaintiff one hundred and twenty dollars and therefore he brings suit, John Doe & Richard Roe, ple. as Execut-
 tion & defend the force and injury when and saith he did not assume in manner and form aforesaid, wherefore he prays his said wife, the County, and the Plaintiff doth the like, and thereupon came & Jurors, to wit, Robert Johnson, Thomas Jordan, Lawrence Grew, Edmund Edgemoose, John Minor, George Catt, Abr. Parrockman, Benjamin Reed, Polmar Jorlin, John Aultree, Sol Morrison and John Morrison who being elected tried &

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sworn the truth to speak upon the issue Joined upon their Oaths to say that the said Daniel in his lifetime did assume in manner and form as the plaintiff against hath declared, and they do assess the plaintiff's damage by reason of the non performance of that assumption to [omitted] dollars, whereupon it is considered by the Court that the Plaintiff is entitled to the Defendant the sum aforesaid by the Jurors aforesaid in their Oath aforesaid in form aforesaid assessed, to be paid of the same out of the of the said decedents in his hands to be administered if so much thereof

Wm. Conroy

Common Pleas Court Minutes 1790-91

he hath, if not the costs and charges thereof to be levied of his wrover
Goods & Chattels and the Debt. in Money --

William McIntosh)
vs
Luke Decker Adm.)

Be it remembered that heretofore, to wit. during the vacation and since
the adjournment of the last November term to wit, on the [omitted] day of
[omitted] in the year 1790 the said William sued out of this Court a certain
Writ summons, against the said Luke in a plea of Trespass on the Case which
said writ is in the words and figures following, to wit. Territory of the
United States North west of the Ohio River ss. The United States to the
sheriff of our said County of Knox, Greeting. We command you to seize on
Luke Decker Admr. of all and singular the goods and Chattels riches and
credits which were of Daniel Sullivan deceased if he may be found in your
Bailiwick so that you may have him before our Justices of our Court of
Common pleas at Vincennes in our said County of Knox on the first Tuesday
of February next to answer unto William McIntosh in a plea of trespass -

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on the case to the damage of the said William McIntosh fifty dollars as is
said and have then there this writ, Witness James Johnson Require presiding
justice of our said Court at Vincennes the fourth day of November in the
year of our Lord one thousand seven hundred and ninety six D. James Pro-
thonotary on which said writ is the following enforcement, to wit,

Common Pleas Court Minutes 1780-85

"Served the within mentioned writ Christopher Bryant Sheriff." at which return, to wit, the tenth day of February in the year one thousand seven hundred and ninety seven the parties appeared in their proper persons, and the Defendant craved an imperiance until the next term which was granted him at the next term, to wit, the day and year first written the parties appeared in their proper persons and the Plaintiff filed his Certain Declaration against the Defendant in a plea of trespass on the case, and there are pledges for prosecution, to wit, John Doe & Richard Roe which said Declaration is in the words and figures following, to wit. Territory of the United States North west of the Ohio River County May Term 1787. Luke Decker of the County aforesaid Esquire administrator of all and singular the goods and Chattels rights and Credits of Daniel Sullivan deceased was summoned to answer to William Smith of a plea that he tender unto him twenty five dollars and 1/80 which he owes and unjustly detains from him and soforth, and whereupon the said William Smith that whereas the said Daniel in his lifetime, to wit, on the fourth day of November in the year 1786 at Vincennes ind. in the county afo. was indebted to the said William in the sum of Twenty Five & 1/80 Dollars for one saddle and birth of him. the said William by him the said William to the said Daniel at his special instance & request before that time sold and delivered, and being so indebted the said Daniel in consideration thereof afterwards, to wit. on the same day and year above said at Vincennes in the County aforesaid bound upon himself -

Knox County

Common Pleas Court Minutes 1796-99

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and to the said William did then and there faithfully promise that in the said Daniel the aforesaid sum of twenty five & 1/30 dollars to the said William when he therewith afterwards should be required would well and truly pay yet the aforesaid Daniel in his lifetime nor the said Luke since the death of him the said Daniel altho often requested hath not rendered to the said William the aforesaid Twenty five & 1/30 dollars, to the same William aforesaid but hath altogether refused to render that to him, whereupon he saith that he is unjust and hath damage to the value of Fifty dollars and thereupon he brings suit 't William McIntosh and the said Luke by G. D. Pondolton his attorney comes and defends the wrong and injury and says that the said Daniel in his lifetime did not answer in manner and form as the said William has set forth and this he prays may be enquired of by the Country, and the Plaintiff doth whereupon came a Jury, to wit, Robert Johnston, Thomas Jordan, Laurence Gerow, Edmund Rittenhouse, John Minor, George Catt, Abraham Barrackman, Benjamin Reed, Ephraim Jordan, John Aultree, Sol Morrison and John Morrison who being elected tried & sworn the truth to speak upon the issue Joined upon their oath do say that the said Daniel in his life time did answer in manner and for in as the Plaintiff against him hath declared and they do assess Plaintiff damages by reason of the non performance of that assump-tion to Twenty five & 1/30 dollars and costs whereupon it is considered by the court that Plaintiff recover of the Defendant the sum afo. by the Jurers aforesaid in their Verdict afo. in form afo. assessed and in full of the Goods & Chattels of the said Luke in his hands to be delivered in so much thereof he hath and the def.

Knex County

Common Pleas Court, Jan 23 1796-

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John Pierre Barquillieur }

vs

Debt: 300 livers

Luke Pecker }

Be it remembered that heretofore, to wit, during the vacation and after the adjournment of the August Court which was in the year one thousand seven hundred and ninety six, to wit, the [omitted] day of [omitted] in the year 1796 the said Jean sued out of this court a certain writ of summons against the said Luke in a plea of debt which said writ is in the words and figures following, to wit, Territory of the United States North west of the Ohio, Knox Co. The United States to the Sheriff of our said County of Knox Greeting: We command you to summon Luke Pecker Esquire Admr. of all and singular the Goods and Chattels rights and Credits of Daniel Sullivan deceased in any way he claim in your said writ and here safely keep so that you may have the body of the said Luke Pecker of our Court at Vincennes on the first Tuesday of November next to answer unto John Pierre Barquillieur of a plea of debt of three hundred livers as assignee of Jean Pierre Constant, to the damage of the said John Pierre Barquillieur etc. ad trescentos livers hundred livers and have then there this writ Witness Pierre Gauthier Esquire presiding Justice of our said Court at Vincennes the 23th day of January in the year of our Lord one thousand seven hundred and ninety six and within Prothonotary. Of which said writ is the following return made, "executed the within writ, Christopher James Clerk." To which return the parties appeared and the same was continued until the next term of

Innocent County

Common Pleas Court Minutes 1790-92

which Term, to wit, the February Term following, to wit, the 20th day of February in the year 1797, the parties appeared -

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and the Defendant Craved and Imparience until the next term, which was granted to him, at which time, to wit, the second day of May one thousand seven hundred and ninety seven being the day year first written, the parties appeared in their proper persons and the Plaintiff ordered his said suit dismissed wherefore it is considered by the Court that he pay costs.

Francois Vigo)
vs) debt: 141 livres
Luke Decker)

It is remembered that heretofore, to wit, during the vacation and after the adjournment of the August Court which was in the year one thousand seven hundred and ninety six the said Francois sued out of this court a certain Writ of Capias, called a capias adrespondendum, against the said Luke in a plea of debt, which said writ is in the words and figures following, to wit, Territory of the United States Northwest of the Ohio Knox County. The United States to the Sheriff of our said County of Knox Greeting: We command you that you summon Luke Decker Hequire him, of all & singular the Goods and Chattels rights and Credits of Luciel Hillman deceased if he may be found in your jurisdiction and him solemnly to oblige you may have his body before our Jurisdiction of our County of Knox at Vincennes, in our said county of Knox on the first Tuesday of November

Knox County

Common Pleas Court Minutes 1740-90

next to answer unto Francois Vigo of a plea of debt of the sum of an-
 thirty one livers as is said and have then there this writ - Witness
 Pierre Camelin Esquire presiding Justice of our said Court at Vincennes
 the fifth day of August in the year of our Lord one thousand seven hun-
 dred & ninety six R. Burtin Prothonetary. On which said writ is the -

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following return, to wit, "Executed the within writ directed to the
 Sheriff." At which return, to wit, the fifth day of November of the said
 seven hundred and ninety six the parties appeared in their proper persons
 and the same was continued until the next term and the next term to wit,
 the tenth day of February in the year one thousand seven hundred and nine-
 ty nine, the parties being called appeared in their proper persons and the
 Defendant craved an imparlance until the next term which was granted him
 and at the next term, to wit, the second day of May in the year of our
 Lord one thousand seven hundred and ninety seven the parties appeared and
 the same was continued until the next day, at which time, to wit, the third
 day of May in the year one thousand seven hundred and ninety seven, being
 the day and year first written the parties being called appeared in the
 Plaintiff filed his certain declaration against the Defendant in a plea
 of debt, and there are pledges for prosecution, to wit, John Lee & Co. &
 Co which said declaration is in the words and figures following, to wit,
 Knox County, to wit, Francois Vigo complain, of late decedent the Defendant
 of all and singular the Goods and Chattels of the said late decedent
 Sullivan deceased in custody of a plea of debt that I have in and to

High Court,

Common Pleas Court Minutes 1783-86

the sum of one hundred and thirty one livres specie for this, to wit,
 That whereas the said Daniel in his life time, to wit, on the 2^d of April
 1783 at Vincennes, in the county aforesaid passed his verbal note in
 writing commonly called a promissory note, signed with his own proper
 hand, and to the Court now here shown the date whereof is the country
 and year aforesaid whereby he undertook and then and there faithfully
 promised to pay the said Plaintiff or order the full sum of one hundred
 and thirty one livres which is equal to -- Nevertheless the said Daniel
 nor the said Luke as administrator ass. the said sum of Money or any
 Part thereof -

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to the said Plaintiff hath not paid altho often required hereto by the
 Great damage of the said Plaintiff one hundred & thirty one livres, and
 therefore he brings suit John Doe & Richard Roe pledges to prosecute
 G. W. Johnson P. C. - And the said Luke comes here into Court in his
 own proper person and defends the force and injury and says that he is
 not assure in manner and form aforesaid, wherefore he puttet himself upon
 the Country, Luke Becker and whereupon came a Jury, to wit, Daniel Decker,
 Lewis Frederick, Robert Johnston, Edward M. Schewe, Thomas Jones, John
 Macktree, John Cardill, John Aire, Jacob Miller, and Lawrence and
 Twelve good and lawful men who being elected tried & upon the evidence
 speal upon the issue, Joined upon their oaths to say that the said Daniel
 in his lifetime did assure in manner & form as the Plaintiff claims
 hath declared, and they do assess his estate by reason of the non payment

Case No. 116

Common Pleas Court Minutes 1790-9.

of that assumption to wit; three dollars and two shillings and six pence
from the 6 May 1789 whereupon it is considered by the Court that the
Plaintiff recover of the Defendant the sum aforesaid by the Jurors,
aforesaid in their Verdict aforesaid in Term aforesaid assessed to be
levied of the goods and Chattels in his hands to be administered in so
much thereof he hath.

Laurence Basadone)

vs

Luke Decker Adm.)

Be it remembered and hitherto, to wit, during the vacation and after the
adjournment of the August Court which was in the year

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1796, to wit, on the day of omitted in the year 1796 the said Laurence
sued out of this Court a certain Writ of Scire Facias against the said
Luke which said writ is in the words and figures following, to wit.

Territory of the United States North west of the Ohio River, Knox County.

The United States of America to the sheriff of our said County (present):

Whereas Laurence Basadone in July Term 1791 in the Court of Common pleas

in the said County, by the Judgment of the said Court recovered against

Luke Decker administrator of all and singular the goods and chattels rights

and Credits which were of Daniel Sullivan (ceased) Eight hundred and thirty

three dollars for his services which he had sustained by reason of the

performance of certain promises and assumptions made by the said Daniel in

Essex County

Common Pleas Court Writ is 1793-3.

his lifetime also fifteen dollars for his Goods and Chattels which he had in his possession at the time of his death and for his suit in that behalf commenced as appears by the process of the said Court, and now on behalf of the said Laurence in his said Court before the Justices of the same it is suggested that the same Judgment is given execution nevertheless of that Judgment yet remains to be made for him, wherefore the said Laurence hath besought the said Court to grant him his proper remedy in this behalf, and the Justices of the said Court being willing that what is just in this behalf shall be done. Command you that by Good and lawful men of your County you give Notice to the said Luke Becker that he be before the Justices of the said Court on the first Tuesday of February next to show if he hath or can say anything for himself why the said Laurence ought not to have his execution against him as administrator aforesaid for his damages, Interest costs and Charges aforesaid, of the Goods & Chattels, which belonged to the said Daniel at the time of his death in his the said Luke's hands to be administered according to the force form and effect of the

Page 04.

recovery aforesaid if he shall think fit: and further to cause to be made what the said Court before the Justices of the same shall then and there consider concerning him in this behalf, and have then there the writs of these by whom you shall give him notice and this writ, Witness my own hand and the seal of the said Court of Common Pleas for the County of Essex the fifth day of November one thousand seven hundred and ninety six
J. Burtin Prothonotary, of which said writ is the following tenor

Common Pleas Court Minutes 1793-95

and return to wit, "I allow this writ let it be so" John Johnson
 and "executed the within mentioned writ directed her to James, Sheriff" N.C.
 on the return of which said writ, to wit, the tenth day of February one
 thousand seven hundred and ninety seven the parties appeared in their
 proper persons and the Defendant craved adjournance until the next term
 which was granted him and at the next term, to wit, the fourth day of May
 in the year of our Lord one thousand seven hundred and ninety seven the
 Plaintiff appeared by G. W. Fendleton his attorney and the Defendant in
 his proper person, and the Plaintiff filed his certain Declaration against
 the Defendant which said declaration is in the words and figures follow-
 ing, to wit, "Territory of the United States He west of the Ohio River
 Knox County in the Common Pleas Laurence Bazadone administrator of Luke Decker
 administrator of all and singular the goods and chattels, rights and credits
 which were of Daniel Sullivan late of the said County deceased in obedience
 of a plea that he render unto him eight hundred and forty three dollars and
 one half, exclusive of interest which from March the first last computation,
 to wit, that whereas the said Laurence Bazadone otherwise, to wit, in July
 Term in the year of our Lord one thousand and seven hundred and ninety six-

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in the Court of Common Pleas for the County aforesaid before the Justice
 of the same, the same Court being then in Vincennes in the said year
 the Judgment of the said Court did recover of the said Laurence Bazadone ad-
 ministrator of all and singular the goods and chattels, rights and credits
 which were of Daniel Sullivan deceased the sum of eight hundred and forty three

THE COURT

Now

dollars and one half which to the said Laurence in the said Court at the
 Justice of the same at the County aforesaid was a judgment rendered
 which he had sustained by reason of the non performance of certain services
 and assumptions made by the said Daniel in his life at the said Laurence,
 and also the sum of fourteen dollars and two thirds of a dollar for his
 costs and charges by him about his suit in that behalf expended whereof the
 said Luke Decker is convicted as by the records thereof in the said Court
 at the County aforesaid remaining more fully appears which said judgment
 yet remains in its full force and effect, not satisfied, reversed and
 the said Laurence hath not had execution thereof on the Justice aforesaid
 in form aforesaid recovered, whereby an action hath accrued to the said
 Laurence to demand and have of the said Luke Decker administrator as afore-
 said the said sum of Eight hundred and forty three dollars and one half-
 together with interest and costs notwithstanding the said Daniel Sullivan in
 his lifetime nor the said Luke Decker administrator as aforesaid either
 often required the aforesaid sum of money to the said Laurence hath been
 paid but hindered to pay the same hath altogether refused and doth yet
 refuse, whereby the said Laurence says he is prejudiced and hath done
 to the value of one thousand dollars and therefore he prays his suit
 and so forth Prays to prosecute John Lee & Richard Lee, Jr. Respon-
 dent Plffs Atty. and the said Luke Decker in his proper person and name
 into Court and says that he the said Laurence ought not to have his exe-
 cution aforesaid against him for the said

Page 96.

sum of eight hundred and forty three dollars and one cent because he says that there is not any such record of the Judgment aforesaid recovered as aforesaid in the said Court of Common pleas as aforesaid nor here remaining, as he the said Laurence by his writ aforesaid hath above said, and this he is ready to ver-grantee wherefore he prays Judgment of the said Laurence ought to have his execution aforesaid for the debt aforesaid against him as aforesaid Luke Becker whereupon it is considered by the Court That the said Plaintiff have Judgment of his debt aforesaid and also ten dollars and twenty eight cents for his costs and charges about his suit in this behalf expended, and the Debt 0-

Joseph Becker Junr }
vs }
John W. Seely }
}

Case no. 35.

Be it remembered that hitherto to wit during the vacation and after the adjournment of the May Court which was in the year 1793, to wit, the omitted day of omitted in the year 1793 the said Joseph Junr sued out of this Court a certain writ of Capias Called a Capias respondeat, against the said John in a plea of Trespass on the Case and there were pledges for prosecution, to wit, John Doe & Richard Roe, which said writ is in the words and figures following, to wit, Territory of the United States north west of the River Ohio In or to the United States to the Sheriff of our said County Greeting: We command you to take into your custody the body of John W Seely of River In shes Yeoman if he may be found in in your Bailiwick and him safely keep so that you have his body before our Justice of our Court of Common pleas at Winona in our said County at such a day

first tuesday of August next to answer unto Joseph [redacted] a pack of

Page 97.

Trespass on the Case to the damage of the said Joseph [redacted] of about five dollars as is said and have then there this writ. Witness Pierre Caselin Esquire, presiding Justice of our said Court at Vincennes the first day of May in the year of our Lord one thousand seven hundred and ninety six R. Dantin Prothonotary on which said writ is the following return, to wit, "Served the within mentioned writ Christopher Lyons Sheriff" at which return, to wit the first day of August in the year 1790 the parties being called they appeared in their proper persons and the defendant prayed in-parlance until the next term which was granted him. At the next term, to wit, the second day of November in the year 1790 the parties being called appeared in their proper persons and on motion of the defendant the case was continued until the next Term, at which Term, to wit, the ninth day of February 1790 the parties being called appeared in their proper persons and with their consent all matters in dispute between them is referred to Henry Vanderburgh, George Catt, John Small, Benjamin Reed, or any justice of them, with power to choose and unswear, and that they take their award by 4 at the next term under their respective hands and seals, and pay their award when made by the Judgment of this Court, and at the next term, to wit, the May Term following being the day 4 year first term, to wit, the fourth day of May in the year one thousand seven hundred and ninety seven, the parties being called appeared in their proper persons and there-upon comes the arbitrators aforesaid and delivered in their award which

Common Pleas

Common Pleas Court March 1797

said award is in the words and figures following, to wit: On the 25th
 Common Pleas Term of May 1797. Agreeably to a rule made at the last
 Term last by the consent of parties it was ordered that all matters in
 difference between Joseph Lecher Defendant and John Smith Plaintiff
 should be referred to Henry Vandenberg, George Catt, John Small and
 Benjamin Reed or a Majority of them

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and that they should report under their respective hands and seals by and
 at the next term, The said referees, that is to say Henry Vandenberg,
 George Catt, Benjamin Reed & John Small after having duly considered the
 allegations on both sides and after having examined the witnesses touching
 the difference between the parties do award for the Plaintiff twenty seven
 dollars and his costs of suit witness whereof they have hereunto set their
 hands & seals. W. Vanhookburgh (G. Geo. Catt's, Jn. Small's, Benj. Reed's.
 Whereupon it is considered by the Court that the plaintiff recover of the
 Defendant the sum aforesaid by the arbitrators aforesaid in their award aforesaid
 in manner aforesaid & form aforesaid awarded and his costs and charges
 about his suit in that behalf expended, and the Defendant in noney.

Moyer Michaels)	}	Case
& Com P.V.)		
vs)		
John Papin)		

To it remembered that heretofore, to wit, a writ of Habeas Corpus was
 adjourned of the last November Term to wit, the 17th day of November 1797

Then

Common Pleas Court in 1796-1797

in the year 1796 the said Meyer Michaelis sued one of the said John Johnson
Writ of Capias, Called a Mandas ad exhibendum, in the name of the Court
Papin in a plea of Trespass on the Case, which said writ is in the words
and figures following, to wit, Territory of the United States North West
of the river Ohio In the County So. of the United States to the Sheriff of
the said County Greeting: We command you to attach all and singular
The lands & tenements Bonds & Chattels rights and credits of John Johnson
of St Louis in the King of Spain dominion (as is expressed) that he may be
found in your Bailiwick and a true return thereof made before the

Page 30.

Justices of our Court of Common Pleas were to be holden at New Orleans in
for our Said County of Then on the first Tuesday of February next then
and there in the said Court to satisfy the demand of Meyer Michaelis
Joiset Bleakly otherwise called Meyer Michaelis & Company in a plea of
Trespass on the Case to the damage of the said Meyer Michaelis & Company
the sum of three thousand dollars, hereof fail not, and have them show
this writ, with your return thereupon, Witness James Johnson Esquire,
presiding Justice of the said Court the fifth day of november seven hundred
and ninety six. Robert Lantim Proby. On which said writ is the
following endorsement and return, to wit, "I allow this writ to be
served James Johnson" "Sheriff James L. Dubois the carrier of" "returned
the within mentioned writ, Christopher Grant Sheriff" "returned the
same was continued until the next term. At which Term on the fifth day
of May in the year one thousand seven hundred and ninety seven,

Plaintiff being three times solemnly called and not appearing, or appearing and not being heard, he be nonsuited, and that the Defendant recover his costs.

Robert Buntin)

vs

Ambrose Bayne)

Case no: 137

Do it remembered that heretofore, to wit, during the vacation under the adjournment of the last November Court, to wit the day of October in the year 1796 the said Robert sued out of this Court a certain writ of Capias, called a Capias adrespondendum against the said Ambrose in a plea of Trespass on the Case, which said writ is in the words and figures following, to wit,

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Territory of the United States northwest of the Ohio River. The United States to the Sheriff of our said County of Knox. Prothonotary: We command you to take Ambrose Bayne partner of the late Joseph Ingham deceased. If he may be found in your bailiwick and him safely keep so that you may have his body before our Justices of our Court of Common Pleas at Vincennes, in our said County of Knox on the first Tuesday of February next, to answer unto Robert Buntin Esq. of a plea of Trespass on the Case to the damage of the said Buntin one hundred and twenty seven dollars, so do said and have this writ. Witness James Johnson, Esquire, Justice of our said Court, at Vincennes the twelfth day of December in the year of our Lord one thousand seven hundred & ninety six. R. Buntin Prothonotary. Of which said writ is the following return, to wit,

John Doe & Richard Roe

"served the Within Mentioned with Christopher Adams" &c. &c. &c. &c. The parties appeared and the case was continued until the fourth day of May term to wit the fourth day of May in the year seventeen hundred ninety six being the day & year first written, the parties before called the Plaintiff appeared by his attorney and the Defendant in his proper person, and the plaintiff thereupon filed his certain declaration against the defendant in a plea of Trespass on the Case and there are pledges for prosecution, to wit John Doe & Richard Roe which said declaration is in the words and figures following, to wit. Much County in the County place May term 1797. I Abrice Wayne was attached to answer Robert Dunlin in a plea of Trespass on the Case and so forth & whereupon the said Robert by Gideon Davis Pendleton --

Page 101.

his attorney complains that whereas the said Abrice Wayne & Joseph Lamotte deceased partner with the said Abrice Wayne before the first day of November in the year of our Lord one thousand seven hundred and ninety six was indebted to the said Robert in the sum of one hundred and eighty livors and eighteen sous for goods wares and Merchandise before that time sold and delivered by the said Robert, to the said Abrice and Joseph and at their special instance & request of which premises the said Abrice and Joseph became liable and each and either of them bound to pay to the said Robert the said sum of one hundred and eighty and eighteen sous when they should be therewith satisfied &c. &c. &c.

so liable the said Ambrose and Joseph demands said Philip for the sum of one hundred & fifty seven dollars & thereupon they would well and faithfully pay the said sum of one hundred & fifty seven dollars to be thereunto afterwards required. Nevertheless the said Ambrose or Joseph nor either of them (altho often required the aforesaid sum of money to the said Robert hath not paid but hitherto to pay the same here and the said Ambrose still doth refuse to the damage of the said Robert the sum of one hundred & fifty seven dollars and therefore he produce his suit as aforesaid. John Toot & Nicholas Toot pledges themselves for the said Ambrose and the said Ambrose in his proper person comes and defends the Honor and Injury when and saith he did not assume upon himself in manner and form aforesaid wherefore he putteth himself upon the country. The Pleas likewise & thereupon came a Jury, to wit, Robert Johnson, Jonathan Conger, George Catt, John H. Scilly, John Inctree, John Laird, Joseph Becker, Sebastian Frederick, Jacob Miner, Peter Frederick Solomon Munton and John Munton, twelve good & lawful men being elected tried and sworn the truth to speak upon the issue joined upon their Oath's do say, that the defendant did

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assume upon himself in manner and form as the Plaintiff against both declared, and they do assess, the Plaintiff damages by reason of the non performance of that Assumption to Twenty seven dollars & 00/100 & a dollar, wherefore it was considered by the Court that the Plaintiff recover of the Defendant the sum aforesaid by the Oath's aforesaid in their Verdict aforesaid in law aforesaid assessed to them with costs.

& charges about his suit in that he had expended, ...
Morey.

John Wilson

vs

Edmund Rittenhouse

C. D. No. 90

Be it remembered that hitherto, to wit, during the vacation a / after
the adjournment of the last November Court, to wit, the day of October 7
in the year 1796 the said John sued out of this court a certain writ of
Capias, called a Capias Adrespondendum, against the said Edmund in a plea
of Trespass on the Case which said writ is in the words and figures follow-
-ing, to wit, Territory of the United States North west of the Ohio River
Es. The United States to the Sheriff of our said County of Vincennes
Greeting: We command you to take Edmund Rittenhouse of the county afore-
-said Prisoner if he may be found in your bailiwick & him safely keep so
that you may have his body before our Justices of our Court at Vincennes
pleas at Vincennes, in our said County of Indiana the first day of
February next to answer unto John Wilson 30 Dollars as he said and have
then there this writ Witness James Johnson Esquire president of the
our said Court at Vincennes -

the fourth day of November in the year of our Lord one thousand seven
hundred and ninety six on which said writ, is the following return to wit,
"Served the within mentioned writ the day after the said writ was
return the Parties appeared and the case was concluded on the said day."

Courtesy of the National Archives

term, at which term, to wit, the fourth day of May 1807, seven hundred & ninety seven the parties appeared and by their oral matters in dispute between them was referred to Thomas Jordan & John Marshall, whose award is to be made the Judgment of this Court, and afterwards, to wit, the fifth day of May one thousand seven hundred and ninety seven being the day a year first above written the said arbitrator brought in their award by which they awarded that the defendant pay to the plaintiff one hundred seven shillings and six pence. Therefore it is considered by the Court that the Plaintiff recover of the Defendant the sum so awarded by the arbitrator aforesaid in their award aforesaid in for an aforesaid award.

Ambrose Bagone)
vs) Case No: 1004
Joseph Pantrioso)

Be it remembered that heretofore, to wit, during the Vacation and after the adjournment of the last November Court, to wit, the thirtieth day of September in the year 1797 the said Ambrose sued out a writ of Habeas Corpus a certain writ of Habeas, called a Habeas corpus ad subjungendum against the said Joseph in a plea of Trespass on the Case, which said writ is in the words and figures following, to wit, Territory of the United States North west of the River Ohio Knox Co. The United to the Sheriff of our said County of Knox Greeting: We command you to take Joseph Pantrioso if he may be found in your bailiwick and him safely keep & let your Court have his body before our Justices of our Court &c -

Page 104.

Cause Pleas at Vincennes, in our said County of Elkhart on the first day of February next to answer unto Insublime Writs in a writ of Habeas Corpus the Case to the damage of the said Writors one hundred dollars as follows and have then there this writ, Witness James Johnson Esquire, Clerk of Justice of our said Court at Vincennes the fourth day of November in the year of our Lord one thousand seven hundred and ninety six, I. Thos. Brotherton. On which said writ is the following return, to wit, "Returned the within mentioned writ Christopher Grant Sheriff" at which return the parties appeared in their proper persons and the case was continued until the next term, at which Term, to wit, the fifth day of May in the year one thousand seven hundred and ninety seven being the day of the first trial on the parties being called to defend the same. For Robert Smith his attorney and confessed Judgment for forty four dollars twelve and one half cents. Whereupon it is considered by the court that the plaintiff recover of the Defendant the sum of \$44.12 1/2 American Dollars and his costs and his suit in that behalf expended of the Defendant in mercy.

Charles Lobb & Co)	}	st.
vs		
William McIntosh)		
		debt. 100.00

Be it remembered that herebefore, to wit, during the vacation of the adjournment of the last November Court, to wit, the fourth day of November in the year 1796 the said Charles Grant of this Court a certain writ of Capias, Called a Capias adrem debitam, against the said Defendant of that which said writ is in the words following, to wit, Territory of the United States North West of the River Ohio.

W. J. McF...
Court of Pleas for the County of Knox

The United States to the Sheriff of our -

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said County of Knox Greeting: We command you to cause William McF...
if he may be found in your bailiwick and in safety keep so that you may
have his body before our Justices of our Court of common Pleas at Vincennes
in our said county of Knox on the first Tuesday of February next to answer
unto Charles Habb & Co in a plea of debt of one hundred and sixty six
dollars and sixty six Cents to the damage of the said Charles Habb & Co
one hundred dollars as is said and have them there this writ with us
James Johnson Esquire, presiding Justice of our said Court at Vincennes
the Comitatus day of November in the year of our Lord one thousand seven
hundred and ninety six Robt. Bantlin Prothonary. On which said writ is
the following return, to wit, "Served the Within Mentioned writ Christopher
Wyant Sheriff" At which return the parties appeared, and the Plaintiff
filed his certain declaration against the Defendant in a plea of debt,
and there are pledges for prosecution, to wit, John Doe & Richard Roe,
which said declaration is in the words and figures following to wit,
Knox County, to wit, Charles Habb & Co of Kentucky and Jefferson County,
Complain of William McF... of Knox County and Territory of the United
States North West of the River Ohio in Custody of a plea of debt for
this, to wit, That whereas the said William on the twelfth day of June
1793 passed his certain note in writing Comonly called a promissory note
subscribed with his own proper hand & seal, the date whereof is the
day & year aforesaid, whereby he undertook and bound himself to pay

Iron County

Common Pleas Court Minutes 1788-97

promised to pay the said Habb and Company on order of the said Habb and Company
of fifty pounds specie Virginia Currency equal to one hundred and thirty
six dollars and sixty six cents currency, to be paid unto the said Habb
& Co -

Page 106.

or order on or before the thirtieth day of September, next ensuing the date
of the said note and whensoever he should be afterwards therunto lawfully
required. Nevertheless the said William in no wise regarding his promise
and undertaking: so made as aforesaid hath not paid the said sum of money
to the said plaintiff or any part thereof altho often required thereto to
the damage of the said Plaintiff one hundred dollars: therefore he brings
this suit & John Doe & Richard Roe Pledges for prosecution G. W. Johnston
P. G. Whereof the Defendants craved Oyer and Imparance until the next
term which was granted him, and at the next term, to wit, the seventh day
of May in the year of our Lord one thousand seven hundred and ninety seven
being the day & year first written, the parties being called the plaintiff
appeared by G. W. Johnston his attorney and acknowledged full satisfaction
for the debt and damages aforesaid -

Charles Habb & Co))
William McIntosh) 1797 106.

Be it remembered that heretofore, to wit, during the vacation of the
the adjournment of the last November Court to wit, in the year one thousand
seven hundred & ninety six the said Charles sued out a Writ of Capias in
Writ of Capias, Called a Capias aforesaid only, against the said William

in a plea of debt. Which said writ is in these words - "The sheriff,
to wit, Territory of the United States North West of the River Ohio
S.s. The United States to the sheriff of our said county Jefferson
We command you to take William McLeod if he come to you in your county
with & him safely keep

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so that you may have his body before our Justices of our court of law on
pleas at Vincennes in our said County of Jefferson the first Monday of
February next to answer unto Charles Mabb & Co in a plea of debt of one
hundred and sixty six dollars and sixty six cents to the said Charles
said Charles Mabb one hundred dollars as is said in the above writ
writ, Witness James Johnston Maguire, resident Justice of our said court
at Vincennes the fifth day of November in the year of our Lord one thou-
sand seven hundred and ninety six. James Johnston Maguire on a writ said
writ is the following return, to wit, " served the within writ of Habeas
Corpus Sheriff" At which return came the plaintiff and filed his certain
declaration against the defendant in a plea of debt, which said return
is in the words and figures following, to wit, " Charles Mabb & Co
Mabb & Co of Jefferson County complain of William McLeod of Jefferson
and Territory of the United States North West of the River Ohio in return
of a plea of debt for this, to wit, that whereas the said William McLeod
twelfth day of June 1796 passed his certain note in writing to the
called a promissory note subscribed with his own proper hand and seal,
date whereof is the same day & year aforesaid, whereby he undertakes
for and there faithfully to pay unto the said Charles Mabb & Co

Common Pleas Court Minutes 1793-99

order the Just and Full sum of Fifty pounds to be paid by the said Defendant to the said Plaintiff or order on or before the first day of September next ensuing the date of the said Note or until he shall be therunto thereafter lawfully required, Nevertheless the said Plaintiff in no wise regarding his promise and

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undertaking so made as aforesaid hath not paid the said Sum of Money to the said Plaintiff or any part thereof with the often required thereto, to the damage of the said Plaintiff one hundred dollars and therefore brings this suit - John Doe and Richard Roe pledges. C. W. Johnson P. C. - an thereupon the said Defendant craved Over and Avariance until the next Term which was granted him. And at the next Term, to wit, the seventh day of May in the year of our Lord one thousand seven hundred and ninety three the Parties being called the Plaintiff appeared by his attorney and confessed Satisfaction for the debt and damages aforesaid.

Henry Pea)
 vs)
 Reason Webster)

Ca. No. 200.

Be it remembered that heretofore, to wit, during the vacation after the adjournment of the last February Term, to wit, the [omitted] day of [omitted] in the year 1797, the said Henry sued out of this Court a Certain Writ of Habeas Corpus ad subjungendum, against the said Reason in a plea of Trespass on the Case - which returned in the terms

now down

Common Pleas Court Knox Co. 1773-4

and figures following, to wit, Territory of the United States North West
of the Ohio. Knox Co. The United States to the Sheriff of our said County
of Knox Greeting: We command you to take Person whose name is hereafter
found in your bailiwick & him safely keep so that you may have his body
before our Justices of our Court of Common Pleas at Winesburg, in our
said County of Knox on the first Tuesday of May next to answer unto Henry
Boa of a plea of Trespass on the Case to the Damage of the said Henry
Two hundred dollars as is said and have then there this writ Witness
Pierre Camolin Esquire presiding Justice of our said Court at Winesburg
the tenth day of February in the year of our Lord one thousand seven
hundred & ninety seven R. Purkin Prothonotary. on which writ is
the following return, to wit, kept out by force R. W. Johnston J. C. C.

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Christopher Warrant Adm)

vs

Case da: 35.

Lulu Becker Adm)

Be it remembered that heretofore, to wit, during the recess of the
the adjournment of the last February Term, to wit, Comitia of
Comitia in the year one thousand seven hundred & ninety seven
said Christopher sued out of this court's court a writ of Habeas Corpus
a Capias adrespondendum - address to the said John A. a writ of Habeas Corpus
the case, which said writ is in the words of Henry's return, to wit,
Territory of the United States North West of the Ohio then
United States to the Sheriff of our said County of Knox

Knox - 1807

Common Pleas Court, No. 1797-98

command you to summon Luke Decker Administrator of the said Estate -
 ceased if he may be found in your jurisdiction to show cause why he
 before our Justices of our Court of Common Pleas at this time, in our
 said County of Knox on the first Tuesday of the next month answer to
 the complaint of Christopher Grand Juror of Jackson County of
 a plea of Trespass on the case to the damage of the said Plaintiff
 fifty dollars as is said, and have then show this writ - Witness
 Pierre Caselin Esquire presiding Justice of our said Court a Thursday
 the tenth day of February in the year of our Lord; one thousand seven
 hundred and ninety seven. R. Martin prothonotary of which said writ is
 the following endorsement, to wit, signed. Plaintiff.

John Garvey)
) Case no: 800
 vs)
 John Schellfield)

Be it remembered that heretofore, to wit, during the vacation and since
 the adjournment of the Jackson County Court, the [redacted] [redacted]
 [redacted] in the year 1797, the said Plaintiff sued out of this Court
 a certain writ of Capias, called a Capias -

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adrespondent, against the said Luke Decker in a plea of trespass on the
 Case, which said writ is in the words and effect following, to wit,
 Territory of the United States to the Sheriff of our said County
 Knox Greeting: We command you to take John Schellfield Plaintiff

IN SENATE

CORPORATION FILED IN THE COURT OF COMMON PLEAS

found in your bailment and him safely keep, so that you may give his body before our Justices of our Court of Common Pleas in the County of Knox on the first -uesday of the next, to answer unto John Garcey of a plea of trespass, on the case to the effect of the said John three Hundred Dollars as is said and law in or thereunto writ Witness Pierre Gaselin Esquire Justice of our Court at Vincennes the [date] day of [month] in the year of our Lord one thousand, seven hundred and ninety seven. In Latin Prosementary, on which said writ is the following return, to wit, "discontinued" by order of the Plaintiff says the sheriff Christopher Whant"

Monsieur Dubois adm.)
vs } see ch. 130:
Lyle Becker adm. }

It is remembered that heretofore, to wit, within the memory and since the adjournment of the last Assembly, to wit, the [date] day of [month] in the year 1815, the said Monsieur Dubois, Esquire, did issue a certain writ of Capias, called a Capias ad respondendum, to wit, the said Lyle in a plea of trespass on the case which said writ is in the writs and figures following, to wit, Territory of the United States North west of the Ohio So. the United States to the Sheriff of our said County of Knox

Common Pleas Court Minutes 1733-

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Greeting: We command you to summon L. de Becker administrator of all and singular the goods and chattels of Daniel Sullivan deceased, which were of Daniel Sullivan deceased, in the County of Lincoln which so that he may be for our Justices of our Court of the County of Vincennes, in our said county of Vincennes on the first Tuesday of February to answer unto Messieurs Dubois etc. of all and singular the goods and chattels rights and credits which were of Jean P. Laquellier deceased in a plea of Trespass on the Case to the damage of our said Messieurs Dubois as adv. one hundred & fifty dollars as he shall claim there this writ. Witness Pierre Thibault Esquire presiding Justice of our said Court at Vincennes, the 10th day of February in the year of our Lord, one thousand, seven hundred & ninety seven. In witness whereof on which said writ is the following return, to wit, "Returned the within writ Christopher Hyant Sheriff of Lincoln County at which return the parties appeared and the plaintiff filed his certain declaration against the Defendant in a plea of Trespass on the Case, and thereupon prayed for prosecution, to wit, John Lee & Richard Poe, which said declaration is in the words and figures, to wit, Lincoln County in the common Pleas for Term 1797. Messieurs Dubois adv. of John P. Barville & Co. administrators of L. de Becker administrator of several Exhibits etc. in the County of Vincennes in a plea of Trespass on the Case that he render unto him the sum of one hundred Livres which from him he unjustly detaineth etc. to wit, that whereas the said Daniel in his lifetime, to wit, on the 10th day of June 1788 at the town of Vincennes made his certain declaration

1788

Com. on Ideas Court Minutes 1788-

commonly called a promissory note, signed with his finger - to the court here shown, the note to read as the said day and year signed - Indeed himself to be held and -

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firmly bound unto Jean Baptiste constant on this order in the sum of three hundred livres to be paid when he should be therunto afterwards required, and the said Jean Baptiste Constant afterwards, to wit, on the 11th day of August 1788 at the town of Vincennes in the Territory of his certain endorsement on the back of the said note ordering the contents thereof to be paid to the said Jean Pierre Marguillier of which assignment so made as aforesaid the said Daniel Sullivan had voted, by reason of which and by virtue of the laws of the land the said Daniel Sullivan became liable in his lifetime and the said Luke since his death to pay the said sum of money when therunto afterwards required. Nevertheless the said Daniel in his lifetime nor the said Luke since his death altho often required the aforesaid sum of money hath not paid but hitherto to pay the same have and the said Luke still doth altogether refuse to the demand of the said Treasurer as administrator five hundred dollars and therefore so forth Indeed John Lee & Michael Lee G. D. Pendleton P. C. and the said Luke in his own proper person came here unto Court and says that he did not assent in the said note and the said wherefore he putteth himself on the Country & the said Luke the Luke, and then upon oath a Jury, to wit, James M. ...

John Small

Common Pleas Court in 1857

Decider, Edward Huttonhouse, John Lucifree, Joseph ...
John H. Seilly John Baird, Solomon ...
elected tried and sworn the truth to speak upon ...
their oath, do say that the said ...
manner and form as the Plaintiff hath declared, and that he assigns the
Plaintiff damages by reason of the non performance of that ...

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to Twenty Two Dollars, with interest, besides his costs, therefore he
is considered by the Court that the said Tonsaint do recover against
the said Luke administrator as due his damages aforesaid of the sum
aforesaid, in form aforesaid assessed, and also nine dollars and ninety
eight cents for his costs and charges aforesaid, and he said Tonsaint
now here with his agent of there so adjudged, which said damages in the
whole amount to thirty one dollars and ninety eight cents and the said
Luke in mercy & so forth.

Tonsaint Dubois }
vs } Case 300
John Small }

Be it remembered that heretofore, to wit, during the Vacation, since
the adjournment of the last February Court, to wit, the chiffet day of
omitted in the year 1857 the said Tonsaint sued out of this Court
certain Writ of Summons against the said John in a case of the name of
the case, which said writ is in the words and figures following, to wit,
Territory of the United States March west of the Ohio River &c.

United States to the Sheriff of your said County, to wit, to command you to summon John Stahl, et al. and also the heirs and chateaux rights & credits which were of John ... You ... be found in your bailiwick to personally appear before us the Justices of our Court of Common Pleas to be holden at Winchester ... our said County of Knox on the first Tuesday of ... there in our said Court to answer Benjamin Labrie Intress of William Robert in a plea of -

Page 111.

Process on the Case to wit, ... dollars, and of this writ in the return, whereas ... require presiding Justice of our said Court at Winchester ... of February in the year of our Lord one thousand seven hundred and seven P. Buntin, Presiding, on which said writ is the following return, to wit, "served the within writ. ... which return, to wit, the day ... year first written came the ... by his attorney and the Defendant in his proper person on the ... filed his certain declaration against the Defendant in a plea of ... on the Case and there are filed as per processions, to wit, John ... Richard Roe, which said declaration is in the words and ... to wit, Knox County in the Johnson Pleas ... of all and singular the goods and chattels rights and credits ... were of John & Toga deceased was served to ... in a plea of trespass on the case that ...

hundred & sixty two livres & sixpence, sold and conveyed to the said
Dourant Dubois by J. B. De Gouge in and to the order of the said Dourant
the said John Baptiste Toupe in his lifetime to wit, on the 10th day of
October in the year 1767 gave his name in writing as aly said promissory
promissory note signed with his proper hand of the said John Baptiste
to the Court now here shown the date whereof is on the said day of
year aforesaid whereby he undertook and faithfully bound himself to pay to
William Robert or order the sum of five hundred & sixty two livres
fifteen sols when he should be thereto afterwards required, and accord-
wards, to wit, on the 10th of October 1780 He the said William -

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Robert by his certain endorsement on the back of the said promissory
note signed with his proper hand ordered the contents thereof paid unto
the said Dourant Dubois of which endorsement so made as aforesaid the
said John Small had notice, by Virtue of which promise and by the Law
of the Land the said John B. Toupe in his lifetime and the said John
Small since the death of the said J. B. Toupe became liable to pay the
said sum of money in the said note mentioned accordingly as of force
and effect thereof. Nevertheless the said John Small in his lifetime,
nor the said John Small since the death of the said J. B. Toupe had any
said, but to pay the same note reduced and still to be paid
and of the said Dourant's five hundred dollars and to be paid in
his suit & so forth Pursuant to the Statutes & Laws of the

Common Pleas Court Minutes 1856-57

Richard Roe and the said John in his own proper person do appear before the Court, and says that he did not come in to answer the said writ, and wherefore he putteth his self upon the jury, to try the said issue. And there upon came a Jury, to wit, Jonathan, Clerk of the Court, John M. Seely, John Mulstry, Joseph Decker, John Wier, Solomon Johnson, John Hanson, Robert Johnston, General M. Johnson, Louis Dew, and John Carroll, who being elected tried and sworn to try the issue joined upon their oaths do say that the Def. did assume in manner & form as the Plaintiff against hath declared, and they do assess the Plaintiff's damages for reason of the non performance of that assumption to one hundred and fifty seven dollars & fifty eight cents, wherefore it is considered that the said Plaintiff do recover against the said Def. acc. as afo. his damages afo. by the Jurors afo. in form afo. assessed, together with his costs and charges about his suit in that behalf expended of the said Def. in every

Page 116.

Pleas at Vincennes in the County of Knox and Territory of the United States North West of the River Ohio, before Pierre Gaudin, James Johnston, and Louis Edoline Esquires Justices the third day of August in the year of our Lord one thousand, seven hundred and fifty seven,

James Sullivan)
 vs) debt: 1856. 70 etc.
 Luke Decker)

Be it remembered that heretofore, to wit, on the _____ day of _____ the adjournment of the above said doings had place _____

Writ of Habeas Corpus

Case on Habeas Corpus No. 19, -

seven hundred ninety seven, to wit, the County of Knox in the year 1798. the said James was out of this state and for want of Capias, called a Capias Adrespondentia against the said Defendant, as afo. in a plea of debt, which said writ is in the words and figures following, to wit, Territory of the United States Part of the State of River Ohio, Knox County Co. The United States to The Justices of our said County of Knox Greeting: We command you to summon James Sullivan administrator of Daniel Sullivan, doer and doer to appear before our Justice of our County Court of Jackson Pleas to be holden at Vincennes in the year our said County of Knox on the first Tuesday of November next, then and there in our said Court to answer unto James Sullivan late of the state of Kentucky in a plea of debt for one thousand three hundred and fifty eight dollars and seventy eight cents as he said. - one thousand three hundred and fifty eight dollars and seventy eight Cents damages which shall then and

Page 117.

there be made to appear, and of this writ shall be due return. Witness Pierre Camelin Notaire public Justice of our said Court of Vincennes the fifth day of August in the year of our Lord, one thousand, seven hundred and ninety six. Tustin Crocker on which said writ is the following return, to wit. "Received the within writ of Habeas Corpus for James Sullivan" At which return, the parties appeared and the Court continued until the next term, at which term to wit, the said Court,

Case No. 1000 -

To wit, the 20th day of February 1812, the said James Sullivan
 seven the parties appeared and the said James Sullivan
 tion against the Defendant in a plea of assumpsit, to wit, for
 prosecution, to wit, John Beckler Administrator of the said James Sullivan
 is in the words and figures following, to wit, John Beckler, to wit, -
 James Sullivan complains of John Beckler Administrator of the said James
 -for the goods and chattels of his said decedent which he has re-
 ceased late of Union County and Territory where said in and by a writ
 of debt, that he render unto him the sum of Eight hundred and thirty
 eight dollars and seventy six cents lawful money of the said Territory
 which he owes and unjustly detains for this, to wit, the whereof the
 said James Sullivan at the April Term, 1812. On Monday the 21st day of
 April one thousand seven hundred and ninety six in the Court of Quarter
 sessions before the Judges of the said Court then or there before at
 Kentucky in the County of Jefferson by the Judgment of the said Court
 did recover against the said John Beckler Administrator of the said
 of Four hundred & seven

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pounds twelve shillings and seven pence lawful money. And the
 said James in the Court of Quarter sessions aforesaid. And the said James
 was adjudged for his default and nonperformance of the said writ
 of the nonperformance of a writ due by the said James Sullivan in his
 lifetime, as also his executors and administrators to pay unto the said
 suit in that behalf executed directed and returned unto the said James Sullivan

... is convicted by the ... sessions at Montreal and ... appears, which said Judgment yet remains in full force and effect, not satisfied or reversed, and the said James hath not ... execution on the Judgment aforesaid whereby he hath recovered ... Judgment or any part thereof, whereby action hath accrued to the said James to demand and have of the said Luke Pecker ... of thirteen hundred and Fifty eight Dollars and seventy eight Cents Law-ful money of the territory aforesaid. Nevertheless, the said Pecker hath often required the said sum of money to the said Plaintiff, who hath not paid the same or any part thereof, but the said Plaintiff to pay hath altogether refused and still doth refuse to the damage of the said Plaintiff thirteen hundred and Fifty eight Dollars and seventy eight Cents and therefore he brings suit. ... and the said Luke Pecker in his own name ... and prays over ... him, and at the next term to ... thousand seven hundred and ninety seven the parties appeared and on motion of the Defendant the same was continued until the next term, at which term, to wit, the third day of -

Page 110.

August in the year one thousand seven hundred and ninety seven ... appeared, and the said Luke Pecker ... which said plea is in the words and tenor following,

1870

1870

the said Luke Decker in his own right and as such, and to appoint the
the said James by General [Name] [Name] [Name], [Name] [Name] [Name]
the force and injury and some times the said [Name] [Name] [Name] [Name]
maintain his said action against the said [Name] [Name] [Name] [Name]
any such record of the said [Name] [Name] [Name] [Name] [Name] [Name]
Judgment against the sd. James [Name] [Name] [Name] [Name] [Name] [Name]
Country and the said James by [Name] [Name] [Name] [Name] [Name] [Name]
thing by the said Luke Decker above pleased, he ought not to be relieved
from having the benefits of his Judgment of [Name] [Name] [Name] [Name] [Name]
there is such record of this in [Name] [Name] [Name] [Name] [Name] [Name]
whereupon it was ordered by the Court that the said [Name] [Name] [Name]
Judgment for the sum of Four hundred and [Name] [Name] [Name] [Name] [Name]
and seven pence and interest for a [Name] [Name] [Name] [Name] [Name] [Name]
seven hundred and ninety six and ten the said [Name] [Name] [Name] [Name]
levied of the goods and chattels, [Name] [Name] [Name] [Name] [Name] [Name]
Sullivan yet to be administered in the lands of the said [Name] [Name]
and his costs and charges about his suit in this behalf in said, and
the said Luke in [Name] [Name] [Name] [Name] [Name] [Name]

William Johnston }
vs }
Luke Decker adm. }

To it remembered that heretofore to wit during the [Name] [Name] [Name] [Name]
the adjournment of the [Name] Court which was in -

Fnox County

Common Pleas Court Minutes 1793-99

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August 10th 1797

The year one thousand seven hundred and ninety six the said William sued out of this Court a Certain Writ of Capias against the said Luke Decker in a plea of debt, and afterwards, to wit, the fourth day of August in the year of our Lord one thousand seven hundred and ninety seven in the day of year first written the said William by J. M. Johnston his attorney in fact filed his certain declaration against the said Luke Decker administrator of all and singular the Goods and Chattels rights and Credits of Daniel Sullivan deceased in a plea of debt and there are pledges for prosecution to wit. John See & Richard See with said declaration follows in these words, Inox County, to wit. William Johnston Complains of Luke Decker administrator of Daniel Sullivan deceased in Custody of a plea of debt that he render unto him the sum of fifteen pounds, two shillings and six pence Virginia currency. which to him he owes and from him unjustly detains, for this, to wit, that whereas the said within Johnston at the Sept Term, viz, the third day of September one thousand seven hundred and ninety three in the Court Quarteressions, before the Judges of the said Court, then and there being in Court, in the County of Jefferson, by the Judgment of the said Court did recover against the said Luke Decker administrator aforesaid the sum of fifteen pounds two shillings and six pence Virginia Currency which to the said William in the Court of Quarteressions aforesaid were adjudged as due for his damages which he had sustained by reason of the non-payment of a debt due by the said Daniel deed. in his lifetime, as also for his costs and charges by him the said William about his suit in that -

Page 121.

August Term 1881

himself expended, whereof the said John Johnston is liable to the said Plaintiff, and as appears by the record thereof the said Plaintiff recovered the same at Kentucky and County aforesaid upon the 12th day of August 1881, which said Judgment yet remains in full force and effect, and the said Plaintiff hath not sued out his execution on the said Judgment, and the said Plaintiff hath recovered the same or part thereof, and the said Plaintiff agreed to the said Plaintiff to do and have of the said Plaintiff the sum of sixteen pounds two shillings and six pence, in and out of our said Territory. Nevertheless the said Defendant at the return required the said sum of money to the said Plaintiff, so pay to the said Plaintiff, and still doth refuse to the demand of the said Plaintiff, sixteen pounds two shillings and six pence, wherefore he brings this bill G. W. Johnston P. B. and the said John in his own proper person comes here into Court and saith that he ought to have execution on the said Judgment for he saith that there is no other record of the said Judgment as stated by the said William, and of this he swears himself in the Court and the said William by G. W. Johnston his attorney in law saith that for anything by the said John above or to be proved to be precluded from having the benefit of his Judgment after said that he saith that there is such record and of this he swears, and the said Plaintiff of the Court, whereupon he is ordered by the Court that the said Plaintiff recover of the said John the sum of sixteen pounds two shillings and six pence and interest on the same from the 12th day of August seventeen hundred and eighty one, and the costs of this bill and of the said costs

Common Pleas, County of Lincoln

Case 182. August Term 1797

William Lodd

vs

Laurence Loddington &c.

Case: 182

For it is to be shewn that here the said, William Lodd, was the owner
of a parcel of the above-mentioned land which was in the year 1797
seven hundred and ninety seven, the said William Lodd was one of the
in the year 1797 the said William Lodd was one of the defendants
of summons against the said Laurence in a plea of trespass to the
in the writ and signed following, to wit, the territory of the
States North west of the Rio Grande, the said Laurence Loddington &c.
of our said county of Lincoln, the said Laurence Loddington &c. do hereby
claim adm. of all and singular the lands and tenements and hereditaments
which were of Richard's purchase before the said Laurence Loddington &c.
belonged so that you will be obliged to show the said Laurence Loddington &c.
of Golden Cross of the said Laurence Loddington &c. the said Laurence Loddington &c.
Tuesday of February next before the said William Lodd, the said Laurence Loddington &c.
vice called William Lodd, the said Laurence Loddington &c. the said Laurence Loddington &c.
of the said William Lodd, the said Laurence Loddington &c. the said Laurence Loddington &c.
there this writ. Witness my hand and seal of office this 10th day of
said court at Lincoln the 10th day of February 1797, the said Laurence Loddington &c.
and the same seven hundred and ninety seven, the said Laurence Loddington &c.
which said writ is the following to wit, the said Laurence Loddington &c.
mentioned writ Christopher Loddington, the said Laurence Loddington &c.
appeared at the same time before the said William Lodd, the said Laurence Loddington &c.

[Illegible text]

[Illegible text]

[Illegible text]

Andrew Todd ...
vs ...
Insurance ...

[Illegible text]

Andrew Goff, Clerk of the Court, for
 Is said on this day of the said year, that the said Court, the
 presiding Justice of our said Court, did cause the said
 member in the year of our Lord, one thousand seven hundred
 and ninety, did cause the said Court, the said Justice, to
 sit, R. Dunton prothonotary, did cause the said Court, the said
 Court, to serve the within said writ, and the said Court, the
 which return the parties and the said Court, the said Court, the

Page 124. November, 1877

until the next term to which writ, to wit, the said Court, the said
 year one thousand seven hundred and ninety seven the said Court, the
 the same was continued by mutual consent until the said Court, the
 time, to wit, on Tuesday the third day of the said month of
 hundred and ninety seven the said Court, the said Court, the
 attorney and discharged his said suit. It is ordered that the
 defendant have costs.

Robert Dunton }
 vs } Case no. 2327
 Nathaniel Living }

To it remembered that hereofore, to wit, the said Court, the said
 the judgment of the said Court which was in the year of our Lord
 and ninety six the said Court, the said Court, the said Court,
 writ of attachment against the said Court, the said Court, the
 the said Court, the said Court, the said Court, the said Court,
 Territory of the United States, the said Court, the said Court,

1800

So. The United States ...
 Greeting: We command you ...
 lands and tenements of both ...
 bailwick and then ...
 of our County Court of ...
 -in and for our said County on ... August next then
 and there in our said Court to ... of Vincennes
 require in a plea of trespass on the ... of the said -

Page 125. August 1807.

Robert as he says the sum of one thousand Dollars in money which shall
 then and there be made answer, with other demands of the said ...
 due return. Witness ... Justice of the said
 Court at Vincennes on the fourth day of ... our ...
 thousand seven hundred and ninety six ...
 said writ in the following return, to wit, certain ...
 writ returned Christopher Grant Sheriff, at which time the ...
 continued until the next term, at which term ...
 following in the year one thousand seven hundred ...
 -tiff appeared and the case was ...
 time to wit, the February Term one thousand and seven hundred ...
 seven the plaintiff appeared and the case was concluded at ...
 Term, at which time to wit, the ...
 and filed his certain declaration against the said ...
 of trespass on the case and there ...

- - - - -

John Doe & Richard Roe with reference to the following, to-wit, that whereas the said Plaintiff on or about the year of our Lord 1978 was indebted to the said Defendant for divers goods and services and the said Defendant and delivered, and that on the said year the said Defendant himself and then and there -

File 120.

the 10th day 1978.

Faithfull promised that he the said Defendant would pay to and pay the said Plaintiff the sum of \$200 a line of credit thereunto afterwards a required, and whereas afterwards, on the same day or year aforesaid the said Defendant was indebted to the said Plaintiff a line sum of \$200 and such money before that time had and received by the said Plaintiff and the said Defendant aforesaid, and that on the same day and year aforesaid the said Defendant fully promised to pay the said Plaintiff a line sum of \$200 and moreover he should be bound to pay the said Plaintiff the said Defendant in no wise receiving the same and that he made as aforesaid and that the said Defendant should be bound to pay the said Plaintiff, to the said Plaintiff.

Common Pleas, Court 1737-38

money or any part thereof hath not paid to the said Plaintiff altho often required but the same to the said Plaintiff hath hitherto entirely refused and will not refuse to the charge of the said Plaintiff one thousand livres, and therefore he is to wit --

whereupon the defendant being three times solemnly called and not appearing; it is ordered that the Plaintiff be discharged by default. but because it is unknown to the Court what damages the said Plaintiff hath sustained in the premises, therefore it is ordered to the Sheriff that he call a Jury to come at the next term to enquire what damages the said Plaintiff hath sustained, and as the next term is the third day of August one thousand seven hundred and thirty seven being the day and year first above written, gave the Plaintiff and thereupon --

Page 127.

August Term 1737

came a Jury to wit, Abel Westfall, Isaac Westfall, William Percell, James Black, Richard Phealon, Solomon Lucas, John Wynnford, Jacob Tevebaugh, Joshua McDonald, John Cartmill, and John Johnson, who were elected tried and enquired diligently of the damages, and their Oaths do say that the Plaintiff hath sustained damages to the value of the premises to the value of and being one thousand seven hundred and thirty seven and no more, and that the said Plaintiff hath not sustained any other damages, whereof he is to come to the Court at the next term --

Common Pleas Court

cover against the defendant the ... of the ... in their inquiry ... assessed, and the costs and charges ... that behalf expended, and the ...

Nathaniel West)
vs) Case No. 30,
Joshua McDonald)

Be it remembered that ... after adjournment of the ... court ... issued out of this Court a certain writ of Habeas Corpus ad respondendum, against the said Joshua in a plea of ... case, which said writ in its words and figures following, to wit, Territory of the United States North West of the Ohio. March 26. The United States to the Sheriff of our said county of Union. We command you to take into your custody the body of Joshua McDonald if he may be found in your bailiwick ---

Page 138.

August Term 1787

and him safely keep so that you may have his body before our Justices of our Court of Common Pleas at Vincennes, in our said County of Union on the first Tuesday of May next to answer unto Nathaniel West in a plea of trespass on the case for the damage of the said Nathaniel West the sum of (Thirty) dollars as is said on the writ above this

Writ to Stay

Common Pleas Court, Indiana 1794-5

writ. Whereas Pierre Gaudin Esquire residing at the Court at Vincennes the ninth day of February in the year one thousand seven hundred and ninety seven Robert Gaudin Esquire On which said writ in the following to wit, that the said writ was return'd at which return the said Robert Gaudin Esquire appeared until the next term, to-wit, the first day of August one thousand seven hundred & ninety seven the said Robert Gaudin appeared in his proper person and confessed a debt of ten dollars and fifty cents to the said Robert Gaudin Esquire and the said Robert Gaudin Esquire also appeared and [rest of text] costs, and charges --

Sideon L Pondolosa)
 vs) C. Pleas No. 10,700 .
 William Prince)

Be it rendered that heretofore to wit, during the vacation and after the adjournment of the November Court 1794 in the year one thousand seven hundred and ninety six the said Sideon L Pondolosa sued out of this Court a certain writ of Habeas Corpus and Respondendum, against the said William Prince in a plea of the said Case which said writ is in the words and figures following, to-wit, Territory of the United States North West of the River Ohio.

non liquet

Comm. Pleas Court Minutes 1796-99

United States to the Sheriff of our said County of Knox, to wit: we command you to take William Jones if he be found in your bailiwick and him safely keep so that you may have his body before our Justices of our Court of Common Pleas at Vincennes, in our said County of Knox on the first Tuesday of February next to answer unto Sideon Davis Pendleton attorney at law, in an action of slander to the damage of the said Sideon Davis Ten thousand dollars as is said, and have then there this writ, Witness James Johnson Esquire presiding Justice of our said Court at Vincennes the Fifth day of Nov. in the year of our Lord one thousand seven hundred and ninety six R. Burstin Prothonotary, on which said writ is the following endorsement, to wit, served the within mentioned writ, Christopher Wheat Sheriff, N. C. at which return the parties appeared and the same was continued until the next term at which time, to wit, the May term 1797, the Defendant appeared by General W. Johnson his attorney at law and after due adjournance until the next term, to wit, the August term, and at the next Term to wit the August Term to wit, the fourth day of August one thousand seven hundred & ninety seven the Defendant appeared by G. W. Johnston his attorney in fact and the Plaintiff being three times solemnly called and not appearing, ordered that he be non liquet, and that the Defendant recover of the Plaintiff his costs and charges about his defence in that behalf expended, and that the Plaintiff be without day and be in arrears &c.

Page 130.

December: 1797.

James Patten	}	vs	}	10: 10.
Jonathan Conner				

He is remembered that here before he was... and after the adjournment of the court... In the year one thousand seven hundred and ninety seven the said James sued out of this court a certain writ of habeas corpus against the said Jonathan which said writ is in the words and figures following, to wit, Territory of the United States North West of the River Ohio Knox County Es. and that... on or about the first of January 1798 in the Court of... Judgment of the said Court... Three hundred and twenty nine pounds three shillings and six pence Virginia currency by reason of non performance of a debt, also eight hundred and ten cents for his costs and charges, by which said writ expended whereof the said Jonathan Conner is convicted... by the record of the said Court, and is in behalf of the said... in the said Court before the Justice of the said... that said Judgment thereof...

()
JUDICIAL COURT,

Common Pleas Court Minutes 1796-97

to be made to him, wherefore the said James hath been obliged to apply to the Court to grant him his proper remedy in this behalf, and the Justice of the said Court being willing that what is just in this behalf shall be done: Command you that you shall cause the said James to appear before the Justices ----

Page 131.

August Term 1797.

of our Court of Common Pleas to be holden at Vincennes on Monday the second day of May to show cause if any he hath, or can say why the said James ought not have his Execution against him the said Jonathan on his Judgment aforesaid, and for his damages, Interest and costs thereon, and further to do and receive what the said Court before the Justices of the peace shall then and there consider concerning him in this behalf and have then there this writ, Witness Pierre Gaselin Esquire presiding Justice of our said Court of Common Pleas at Vincennes this tenth day of February one thousand seven hundred and ninety seven. R. Burstin prothonotary, on which said writ is the following return, to wit. "I have executed this writ by reading it to Jonathan Conger in the presence of P. D. Penhleton and John Blackburne 21th April 1797 at which return the parties appeared and the same was continued until the next Term, at which time, to wit, the fifth day of August one thousand seven hundred and ninety seven the Plaintiff appeared by his attorney and pleaded his return, wherefore it is considered by the Court that the said

Common Pleas Court

Plaintiff pay Costs --

Joseph Docter Jur.)	
)	
vs)	Slender no: 1810
)	
John Crawford)	

Be it remembered that Docter vs Docter, in the year 1810
 and since the adjournment of the last Court term, the said
 of in the year one thousand seven hundred and ninety eight
 Joseph sued out of this Court a capias writ of Carine, which a
 Copies correspondents,

Page 132. August Term 1797

against the said John in a plea of trespass... writ is in the words and figures following to wit, Territory of the
 United States North west of the Ohio River County Va. ...
 States to the Sheriff of our said County of Lyon...
 you to take John Crawford if he may be found in your bailiwick...
 him safely keep so that you may have his body before the Justices
 of our Court of Common Pleas at Winchester, in our said County of
 Lyon on the first Tuesday of August next, we under the seal of our
 Jur. in a plea of trespass on the part of the said Docter against
 and Joseph Docter Jur, of the said County of Lyon...
 there this writ. Witness my hand and seal of the said Court
 of our said Court at Winchester the first day of August 1797

John Cordill

Circuit Court of the United States

our Lord, one thousand seven hundred and ninety seven, A. D. with
 Prothonotary on which said writ is the following return: to wit, served the
 Sheriff H. C. as which return, to wit, the day of the said, the
 Plaintiff appeared in his proper person, and did say in said return
 do be done as in return it is set forth and the Plaintiff do not
 out any costs

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August Term 1797

General A. Johnston)
 vs) Robt Lewis
 John Cordill)

Do it remembered that heretofore, to wit, when the said
 and since the adjournment of the said Court, to wit, in the year
 one thousand seven hundred and ninety seven, the said General A.
 sued out of this Court a certain writ of Habeas Corpus,
 called a Capias ad respondendum, against the said John Cordill
 debt. which said writ is in the words and figures following, to wit,
 Territory of the United States March next at the river Ohio, to wit,
 The United States to the Sheriff of our said Territory of the said
 we command you to take John Cordill if he may be lawfully taken
 and him safely keep, so that you may give him due return of the

1807

October Term, 1797.

Justices of our Court of Sessions in the County of Middlesex, do hereby certify that on the first Tuesday of January 1797, the said John Johnston assignee of John Churchill in a writ of Habeas Corpus, Virg. Curry, to the damage of the said John Churchill, was brought before us as is said and have then there this writ. At which time John Esquire presiding; Justices of our said Court, sitting on the first day of May in the year of our Lord, one thousand seven hundred and ninety seven. Robt Dunbar, Prothonotary, do hereby certify that the following return and endorsement to wit, executed the said writ, and settled on order of the said Court by the Sheriff of the County of Middlesex, to wit:

Sheriff K. C.

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October Term, 1797.

Lowright Assignee of the said	}	Amount due: 10,000
vs		
George Rogers Clark		

Do it remembered that heretofore, to wit, under the direction and after the adjournment of the said Court, sitting on the first day of May in the year one thousand seven hundred and ninety six the said Lowright did petition this Court a writ of attachment, called a writ of Fieri Facias, directed against the said George Rogers Clark, which said writ, in the words and figures following, to wit, Territory of the United States

Common Pleas Court Min. sec 1790-99

north west of the River Ohio. Upon being there called upon by the Sheriff of our said County of Lyon, West Virginia, to go and attach all singular the goods and chattels of the said George and take writs and hereditaments of George George of the County of Jefferson in the State of West Virginia (as in and to the said writ may be found in your bailiff's return before the Justice of our County Court of Lincoln County West Virginia at Vincennes in and for the said County of Lyon of the State of West Virginia of November next: then and there in our said Court to satisfy the demand of Courient Baudens Merchant in case the said Courient shall establish his demand in a plea of traverse after which writs were taken and the said George entered the bonds of the said Courient to take away the goods and chattels and hereditaments of him the said George ---

Page 135. November term 1791.

To the damage of the said Courient the sum of twenty five dollars and before our selves to be exhibited here of said Court and in due time to make due return. Witness Pierre Gaudin Justice of the Peace of the said Court at Vincennes the fifth day of August in the year one thousand seven hundred and ninety six A. D. 1796. The said writ is the following; return, to wit, one 20 here left in the mill run, one "do-do, Johni" one 6 here left in the mill run, one "do-do do one 540 here Johni's star" white, one 4 here, and as the point of rocks exposed to be his said Court in the said

Common Pleas Court Minutes 1790-99

M. Saccapugno told us of a 500 more or less. The 15th day of February 1797
to him. Served on the lands and ten acres on the north side of 1793
rights and Credits of P.R. Black District Clerk of the County, et al.
which return the plaintiff answered by his attorney, and on motion
it was ordered that the prothonotary do advertise in the official
Gazette that unless the Defendants shall appear at the next Court
that Judgment will then be entered by default, and at the next term,
to wit, The Tenth day of February one thousand seven hundred and
ninety seven, Plaintiff answered and the same was continued until the
next term, and at the next term to wit, the second day of February one
thousand seven hundred and ninety seven, the Plaintiff answered and
on his motion the same was continued until the next term, to wit
the third day of March one thousand seven hundred
ninety seven the Plaintiff answered, and on his motion the same
was continued until the next term, to wit, the eighth day of
April one thousand seven hundred and ninety seven, the eighth day of
April in the ----

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November 1797.

year one thousand seven hundred and ninety seven and which was
and filed his certain declaration against the said Richard and
vice of Trespass and thereupon the said Richard and
Richard Roe, which declaration is to be read in the County of
to wit, County Knox. Laurent Chalton, 1800 of Virginia,
said County of Jefferson in the State of Kentucky.

Knox County

Common Pleas Court Minutes 1796-99

and late General and commanding officer of a party of men, called the Cusbacke regiment, of a plea of Trespass for this, to wit, that the said Defendant on or about the seventeenth day of October in the year of our Lord one thousand seven hundred and ninety six at Vincennes in our said County of Knox and within the Jurisdiction of this Court, with force and arms that is to say, with a body of men under military appearance armed with guns, swords, knives &c. &c. broke and entered the store house of the said Plaintiff, and then & there took and carried away the goods, wares, & merchandise, furs, peltries, books of account and papers of the said Plaintiff, to the value of twenty thousand dollars of the Currency of the United States, and the same detained and kept, and afterwards to wit, on the said day & year aforesaid at Vincennes in the said County, and within the Jurisdiction of the said Court, disposed of the same to his use the said Defendant to our uses and other injuries to him the said Plaintiff then and there and against the peace of the United States, and to the damage of the said Plaintiff the sum of Twenty thousand dollars and there fore he

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November Term 1797

brings suit. &c. John Doe & Richard Roe pleades for possession J Barneale P. G. And thereupon came the Defendant by John Johnston his Attorney, and on motion of Plaintiff for a continuance of same is laid over till tomorrow evening which time to wit,

Knox County

Common Pleas Court Minutes 1793-99

Thursday the eighth day of November in the year one thousand seven hundred and ninety seven the parties appeared, the Plaintiff in his proper person & the Defendant by Gabriel Jones Johnston his attorney in fact whereupon it was ordered by the Court that the said action be withdrawn and that the Defendant recover of the Plaintiff his Costs & Charges about his defence in that behalf expended & the said Plaintiff in mercy &c.

William Prince)	
vs)	P. M. \$: 20.000
Gideon D. Pendleton)	

So it remembered that heretofore, to wit, during the vacation and after the adjournment of the november Court which was in the year one thousand seven hundred and ninety six. the said William sued out of this Court a Certain writ of Capias, Called a Capias ad respondendum, in a plea of trespass or false imprisonment, which said writ is in the words and figures following, to wit, Territory of the united States North west of the River Ohio. Knox Co. the united States to the Sheriff of our said County of Knox Greeting: we command you to take Gideon D. Pendleton if he may --

be found in your bailiwick and him safely keep so that you have him before our Justices of our Court of Common Pleas at the next assizes.

(100)

Inon County

Common Pleas Court Minutes 1790-99

our said County of Inon on the first Monday of the month of May 1797 to answer to answer unto William Prince of a plea False Imprisonment to the damage of the said William Bussey three hundred dollars as is said, and have then there this writ. Witness James Johnson Esq. first presiding Justice of our said Court at Vincennes the fifth day of November in the year of our Lord, one thousand seven hundred and ninety six Robt. Buntin prothonotary. on which writ is the following return, to wit, served the within mentioned writ Christopher James Sheriff. At which return the parties appeared and the case was continued for the Pltff to file his declaration until the next term. At which time to wit, the fourth day of May one thousand seven hundred and ninety seven,- and the plaintiff filed his certain declaration against the Defendant in a plea of Trespass for False imprisonment and there are pledges for prosecution to wit, John Doe and Richard Roe which follows in these words, to wit,

County of Inon, to wit, in the Common Pleas
William Prince Complains of Gideon D Pondleton for this, to wit,
That whereas the said William the 24th day of January here after
mentioned as also Topsy ----

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November Term 1797.

before was a man of good name and reputation, and was highly
esteemed both in the state of Kentucky and in the world. In County

which Court,

Common Pleas Court Minutes 1700-18

of Knox by all good people. Nevertheless the said William, of his promises not ignorant, but wickedly and maliciously contrived, proposing the said William under the pretence of process of law, unduly unduly and unjustly to vex, oppress, oppress, & imprison, and the said William without any reasonable cause to be imprisoned, and in prison to cause to be detained, and the friends and neighbors of the said William from becoming bail for the said William to come and divert, to the intent that the said William should be detained in prison for the want of bail, and so of his liberty and freedom fully and without any cause to be spoiled & deprived, and the said William in transacting his lawful & affair to hinder, and in his credit and reputation unjustly to oppress, damage and destroy, the said Sideon D Pondleton the 23rd day of January in the year of our Lord one thousand seven hundred & ninety seven in the County of Knox aforesaid maliciously & without any probable cause or action, at the Court of the said County of Knox before the Justices of the same said Court there being in Vincennes according to the Custom of the County aforesaid, issued & sued out of the Prothonotarys office of the said County his certain Original writ of Habeas ad testificandum against the said William Prince at the suit of the said Sideon D. Pondleton in a plea of trespass on the case of slander to the pretended damage of the said Sideon Pondleton, Ten thousand dollars, and the same was in such manner proceeded under the sanction of the said Court

that afterwards, to wit, on the twenty third day of May 1797 --

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November Term 1797

aforesaid in the year aforesaid at town aforesaid to wit, as the
County of's. the said G. D. Pendleton by virtue of his said writ
Issued in manner and form etc. the said William Prince to be arrested
and imprisoned unjustly, and maliciously caused & prosecuted the said
pretended cause in the said writ of the said Gideon D. Pendleton, and
him the said William Prince in prison then and there for a long time,
to wit, for the space of six hours, maliciously and unjustly caused
to be detained until the said William Prince for his delivery and
discharge from the prison aforesaid, was compelled to find and give
in Good & Sufficient bail to answer to the said Gideon D. Pendleton
in a plea of his writ aforesaid, and also the said William Prince
sums of money for his discharge & delivery etc. to pay one and expend
was obliged, by reason of the unjust & malicious arrest and imprison-
ment aforesaid, when is both and in fact the said William Prince at
the said time of the issuing the Original writ aforesaid or at the
time of taking the said William Prince was in no way guilty of the
speaking or uttering of the said malicious words as stated by the
said Gideon D. Pendleton in his declaration & writ, against the said
William Prince nor had the said Gideon D. Pendleton at the said time
mentioned time or either of them any cause or reason to believe of

Honor Court,

Common Pleas Court Minutes 1793-99

action against the said William Prince as in the writ and declaration
 o'rs. was pretended & expressed, and the said Gideon J. Johnston at
 any time after hitherto in the said plea or his writ & declaration
 as aforesaid against the said William Prince --

Page 141.

November Term 1797.

hath not succeeded, whereby the said William Prince hath been in
 prejudiced and hath damage to the value of twenty thousand Dollars,
 and therefore he brings this suit. G. W. Johnston Esq. in Law
 for Plaintiff, and whereupon the defendants in his proper person,
 whereupon a Jury was called, to wit, Robert Johnson, Jacob Miner,
 Noah Purcell, Edward Purcell, Edmund Huttonhouse, William Purcell,
 William Melton, Joshua McDonald, Richard Shelton, Jonathan Conger,
 Daniel Gregory, and Nicholas Adeline who being elected tried and
 sworn well and truly to enquire of damages after which Robert Johnston
 one of the Jurors in this cause sworn abruptly left his seat as a
 Juror, whereupon the same Juror were ordered to attend in the same
 cause in the morning, and in the morning, to wit the fourth day of
 August in the year one thousand seven hundred and ninety seven, the
 Jurors aforesaid came, and the defendants not being able to attend
 the Court ordered a Juror to be with drawn, and the cause continued
 until the next Court, and at the November Term following to wit, the

INNOV 20 1877

Common Pleas Court Minutes 1750-90

ninta day of November in the year of thousand one thousand eight hundred and ninety seven being the day aforesaid first above written the said Plaintiff appeared by his attorney whereupon it was ordered that his suit abate by reason of the Defendants death --

William Rago Adm)
Emanuel Dolica) C: da: 100.

Be it remembered that hereofers to wit, under the direction and since the adjournment of the last February Court --

Rago 142 November Term 1757
to wit, the day of in the year 1757 the said Plaintiff sued out of this Court a certain writ of Habeas, called a Habeas Corpus, against the said Emanuel in a plea of Trespass on the case which said writ follows in these words, Territory of the State of Iowa North west of the Ohio. Know Ye, The United States to the Sheriff of our said County of Knox greeting: We command you to take Emanuel De Lisa if he may be found in your bailiwick and him safely keep so that you may have his body before our Justice of the Peace of Common Pleas, at Vincennes, in our said County of Knox on the first day of May next to answer unto William Rago Esq. of the County of Knox aforesaid of a plea of Trespass on the case to the value of the said William one hundred dollars as is said and hereupon there shall be

Common Pleas Court, Indiana 1796-1797

witness Pierre Gamelin Esquire presiding Justice of our said Court at Vincennes the Tenth day of February in the year of our Lord, one thousand, seven hundred and ninety seven Roberts writ of Habeas Corpus, on which writ is the following; return, to wit, served and which writ Christopher Hyant Sheriff H. C. did return the said. appeared by William McIntosh his attorney and filed his certain declaration against the Defendant in a plea of trespass on the case and there are pledges for prosecution to wit, John Deane Esquire of the which declaration follows in these words to wit, Territory of the united States north west of the Ohio. Knox County. In Session held at May Term 1797, Manuel Boilea late of Vincennes in the County of Knox was attached to answer to William Page Administrator of all things, the goods & chattels rights and Credits --

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November Term 1797

of the late Joseph Lamath of the same place deceased in the said of Trespass upon the case. whereupon the said William Esquire. etc. whereas the said Manuel on the day of in the year one thousand seven hundred and ninety six at Vincennes aforesaid was indebted to the said Joseph in his life time in the sum of ninety dollars and divers monies, goods, wares and other things of value and value at his special instance and request before that time he was

From County

Common Pleas Court. In. No 1700-25

and delivered and being so indebted the said Manuel in consideration thereof afterwards, to wit, on the first day of January one thousand seven hundred and ninety seven in the County aforesaid, in writing did sign and there faithfully promised to pay the said William the said sum of sixty dollars, when afterwards to the said Manuel should be required thereto, Never the less the said Manuel did not believe of his promises & undertakin; as aforesaid but contrary and fraudulently intending the said William in this behalf craftily and secretly to deceive and defraud the said sum of sixty dollars or any part thereof to the said Joseph in his lifetime, nor the said William Pago Admr. since hath not yet paid altho the said William afterwards, to wit on the first day of January one thousand seven hundred and ninety seven and often times, he well before as direct he requested him the said Manuel D Lisa thereto; but the said Manuel did not ever refused and still does refuse to pay the said to the demand of him the said William one hundred dollars and therefore he brings suit William Pago adm. of Joseph Pettitt,

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November Term 1797.

whereupon the Defendant in his proper person appeared and answered Over and imp. rance until the next Term which was the next Term at the next Term, to wit, the sixth day of August in the year one thousand seven hundred and ninety seven the parties being called

Shox Court

Common Pleas Court Vincennes 1793-99

appeared in their proper persons, and on motion of the Plaintiff the same was continued until the next term, at which term, to wit, the ninth day of November in the year one thousand seven hundred and ninety seven, the Plaintiff appeared, and order being made to be dismissed, there fore it is considered by the Court that the Plaintiff recover his costs & charges about his defenses in that behalf expended and the Plaintiff in moneys &c.

Thomas Jones)	
)	
vs)	Gov. brck: 100
)	
Louis Pierre Levy)	

Be it remembered that heretofore, to wit, during the vacation and after the adjournment of the last May Court, to wit, the day of _____ in the year one thousand seven hundred & ninety seven the said Thomas _____ sued out of this Court a certain writ of Habeas, called a Habeas ad respondendum, against the said Louis Pierre Levy in a plea of Covenant broken which writ follows in these words, Territory of the United States north west of the Ohio River &c. The United States to the sheriff of our said county of Knox Territory, we do hereby you to take into your custody the body of Louis Pierre Levy Trader of the Village of Vincennes if he may be found in your bailiwick and him safely keep so that you may have his body before our Justice of the Court of Common pleas at Vincennes --

Common Pleas Court Term for 1797-98

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November Term 1797.

in our said County of Knox on the first Tuesday of August 1797 to
 answer unto Thomas Jones in a plea of Covenant written to the said
 of the said Thomas one hundred dollars as is said and to show cause
 this writ, Witness Pierre Anselin Esquire presiding Justice of our
 said Court at Vincennes the fourth day of May in the year of our
 Lord one thousand seven hundred and ninety seven. Dertin Proctor
 otary on which writ is the following; return and endorse the, to wit,
 "Corved the within writ" and dismissed by order of the Plaintiff
 says the sheriff."

George Baltis)
) Case da; 10;
 vs)
 George Adams)

Do it remembered that heretofore to wit, during the vacation
 and after the adjournment of the last May Court, to wit, the day of --
 in the year one thousand, seven hundred and ninety seven and said
 George Baltis sued out of this Court a certain writ of Habeas against
 the said George Adams in a plea of trespass on the Case, which writ
 follows in these words to wit, Territory of the United States north
 west of the Ohio: Knox Co. The United States, to the Sheriff of our
 said County of Knox Greeting: we command you to take into your custody
 the body of George Adams of the vicinity of the Village of --
 if he may be found in your bailiwick and to deliver him to the Sheriff

you may have his body before our Justices of our said Court at Vincennes, in our said County of Union on the first Monday of August next to answer unto George Baldwin in a bill of particulars on the case to the damage of the said George Baldwin the sum of Forty dollars as is said --

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November Term 1797

and have then there this writ, Nicolas Pierre Gaudin Esq. presiding Justice of our said Court at Vincennes the fifth day of May in the year of our Lord one thousand seven hundred and ninety seven. A. Buntin Prothonotary. on which writ is the following return and endorsement, to wit, "Served the within writ Christopher against Joseph K. C." and "dismissed on order of the Plaintiff against the Plaintiff" at which return the parties being called appeared, and served as a further day until the next Term was given the Plaintiff to take his declaration and at the next term, to wit, the ninth day of November in the year one thousand seven hundred and ninety seven being the day of year first written The Plaintiff being there since solemnly called and not appearing order that he be non suited--and that the Def. have his Costs & Charges about his defence in that behalf expended & the Pltiff. in mercy &c.

Common Pleas Court Minutes 1796-1797

Elijah Tisdale)	
vs)	Case No: 80
William Lee)	

Be it remembered that heretofore to wit, during the term of
and since the adjournment of the last day Court, to wit, the _____ day
of in the year one thousand seven hundred and ninety seven the said
Elijah sued out of this Court, a certain writ of Habeas against the
said William in a plea of Trespass on the Case which said writ is
in the following words, to wit, Territory of the United States North
west of the Ohio. Knox S. The United States to the sheriff of our
said County of Knox Greeting: we command you to take William Lee
if he may be found in your Bailiwick and him safely here so that
you may have his body before our Justice of our Court of Common
Pleas, at Vincennes, in our said County --

Page 147.

November Term 1797.

of Knox on the first Tuesday of August next to answer unto Elijah
Tisdale of a plea of Trespass on the Case to the damage of the said
Elijah Fifty dollars as is said and have then there this writ _____
Pierre Gamolin Esquire presiding Justice of our said Court at Vincennes
the fifth day of May in the year of our Lord one thousand seven hundred
and ninety seven R. Buntin Prothonotary. On which said writ is the
following endorsement to wit, Discontinued Per Plaintiff's order.
Agent Sheriff H. C.

Innocent Court

Common Pleas Court In. So. 1796-97

Patrick Jones	}	debt:
vs		
John Sarvill		

So it remembered that wherefore as with certain of the said Court
 & since the adjournment of the last of Court, to wit, the day
 of in the year one thousand seven hundred and ninety seven the
 said Patrick sued out of this Court a certain writ of Habeas Corpus
 the said John in a plea of Debt which said writ is in the words and
 figures following, to wit, Territory of the United States, Southern
 of the Ohio, Knox So. The United States to the Sheriff of our said
 County of Knox greeting: We command you to take John Sarvill if you
 may be found in your bailiwick and him safely keep so that you may
 have his body before our Justices of our Court of the said County of
 Vincennes, in our said County of Knox on the first Term of the said Court
 next to answer unto Patrick Jones in a plea of debt to the said
 of the said Patrick sixty dollars & 79 Cents as is said and have
 then there this writ Witness Pierre Gacelin Esquire presiding Justice
 of our said Court at Vincennes the, fifth day of May in the year of
 our Lord, one thousand seven hundred and ninety seven Robert Tontin
 Prothonotary on which said writ --

Common Pleas Court

is the following; return, to wit, when before the said Court at which return to wit, the day and year aforesaid the parties being called at bar, and the said Plaintiff did make certain Declaration against the Defendants in a plea of debt and there are pledges for prosecution, to wit, John Doss & Richd. Patrick. Declaration follows in these words to wit, Innow County, Co. Va. Patrick Joyes complains of John Jordill of Innow County in charge of a plea that he render unto him the just and full sum of six pence and four shillings and nine pence current money of his state of Maryland which to him he owes and from him unjustly detains, for this to wit, that whereas the said John on the 25th day of April 1786 in the County of Jefferson and state of Kentucky by his writing of livery sealed with the seal of the said John & to the Court now here shown the same whereof is the same day and year aforesaid acknowledged himself to be hold and stand firmly bound unto the said Patrick in the said sum of £16:4:9. currency aforesaid to be paid to the said Patrick whensoever the said John should be thereunto thereafter required, yet the said John altho often required the said sum or any part thereof hath not paid but the same to the said Patrick to pay hath always refused & still doth refuse to the damages of the said Patrick fifteen pounds four shillings and nine pence, and therefore to bring this suit and the same was continued for Defendants until the return at which time, to wit, the day & year first written above.

Certain Pleas Before the 17th

being called Plaintiff appeared by his attorney ... ordered by the Court that the Plaintiff have judgment for ... with Interest besides his Costs ...

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November Term 1777

Thomas & Richard Brothor)
vs)
John Blackburn)

As it remembered that herebefore to wit, ... and since the adjournment of the last day Court to wit, the day of ... in the year one thousand seven hundred & ninety seven the said Thomas & Richard sued out of this Court a Certain writ of Habeas Corpus & Capias adrespondendum against the said John which was in these words, to wit, Territory of the United States North West of the Ohio: Know Ye the United States to the Sheriff of the County of Knox Breathing we command you to take John ... he may be found in your bailiwick, and him safely bear ... may have his body before our Justices of our Court of Sessions at Vincennes, in our said County of Knox on the third day of August next to answer unto Thomas & Richard ... to the damage of the said Thomas & Richard ... 11 Cents as is said and here then there ... Samuel Esquire presiding Justice of our ...

1794

County of ...

... and ninety seven Robert Luntin ...
 following return, to wit, "I have ...
 to wit, The day & year aforesaid the ...
 the Plaintiff by his attorney filed his ...
 against the defendant in a plea of ...
 prosecution, to wit, John ...

Page 150, Love ... 1794

which declaration is in the words & figures following, to wit,
 Knox County, to wit, Thomas ...
 ... in custody ... of a plea ...
 pounds ... and eight pence ...
 of Kentucky ...
 for this, to wit, that ...
 August 1794 to Jefferson County and State of ...
 certain note in writing ...
 and seal thereto subscribed and to the Court ...
 date whereof is the same day & year aforesaid ...
 and then and there faithfully promised to pay the said ...
 Richard ... the aforesaid sum of fifteen ...
 and nine pence money ...
 required. Never the less the said ...

Common Pleas Court Case No. 17, 1-5.

several premises & under taking so as to be satisfied, & being
 minded cunningly to deceive and craftily to demand of the Defendant
 in this behalf the said sum of money or any part thereof, & was
 paid altho often required thereof but the said Defendant refused
 refused, and still doth refuse, to the amount of the said claim of
 Fifty two dollars and eleven cents and interest thereon to the said
 Wm. M. Johnston for Plaintiff and on motion of Defendant the same was
 continued until the next term to-wit: time, to-wit: the 19th day
 of November one thousand seven hundred ninety eight, the
 being ----

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called appeared, & upon it was ordered by the Court that the plain-
 tiff have Judgment for the sum of Fifty Dollars Eleven and 11
 cents with interest from the 19th August 1798 until this date, &
 with his costs and Charges about their sale in and out of Court
 & the Defendant in hereof do.

James Johnson trustee assignee }
 vs }
 Joshua J. Donald }
)

Joshua Donald of the County of Warren in the State of New York
 unto James Johnson his trustee, in the said County of Warren in the

1797

Common Pleas, Sup. Ct. 1797-3

render to him Thirty nine Dollars and no more and from him unjustly detains (as he saith) and whereupon the said James the assignee of Ralph Watson complains of Joshua McJannet being in custody & of a plea that he render unto him thirty nine dollars which to him he owes and from him unjustly detains for that he saith, That whereas the said Joshua on the 28th day of October 1797 at Vincennes in the county aforesaid issued his certain note in writing commonly called a promissory note his own hand being thereto subscribed, and to the Court now here shown the said note whereby he undertook and promised that he the said Joshua would well and lawfully pay the said sum of thirty nine dollars one month after the date thereof whenever he should be brought there before a court, notwithstanding the said Joshua in no wise regarding his said promise or undertaking so made as aforesaid but --

Page 152. November Term 1797

being minded cunningly to deceive & craftily to defraud the said Plaintiff in this behalf the said sum of money or any part thereof hath not paid, altho he should both be and actually is to the damage of the said James thirty nine dollars and therefore he brings this suit. and the aforesaid Joshua in his proper person

*Two Pages Numbered 170.

Common Pleas Court - Volume 173-180

appears and prays leave to answer the same until the next term... granted unto him, and the same day is given to the... which day, to wit, The Fourth day of November... all but said James as the said Justice in their order... Plaintiff order his suit to be dismissed... do.

Nideon D. Pondleton)
vs)
Joseph Baird)
Doct. Tatory--d: 500

Joseph Baird of the County, aforesaid was... Nideon D Pondleton in a plea of trespass... damage of the said Nideon Five hundred dollars, which said was... by the death of the Pltff. wherefore it is considered by the Court that the Debt. recover of the Pltff his costs and charges by him about his defense in that behalf... do. ----

Joseph Andre)
vs)
Nicholas Dubois)
do: & Latt: da: 500

Nicholas Dubois was demanded to answer... & father of James Andre a minor... aulted and sent the said James... and whereupon the said Joseph appeared in open Court... said suit to be dismissed. whereupon it is considered... do. ----
*The Pages Numbered 173.

That the defendant recover of the said Robert the costs and charges he has paid in his defence in that behalf expended.

Page 130. November 1757.

Robert Buntin }
vs }
Louis Edeline }

Louis Edeline was summoned to answer to the said Robert and did answer at he took the oath of help of the said Robert and thereafter the parties appeared in their proper persons, and the said Robert entered his suit to be dismissed whereupon he is considered to have the said suit to recover his costs and charges, him responsible for the said suit to be expended, and the said Robert to recover of the said Louis the costs and charges he has paid in his defence in that behalf expended.

Louis Edeline }
vs }
Robert Buntin }

Robert Buntin was summoned to answer to the said Louis and did answer at County of a plea wherefore he entered his plea of not guilty and thereafter the parties appeared in their proper persons and the said Louis entered his suit to be dismissed therefore it is considered to have the said suit to recover of the said Robert the costs and charges he has paid in his defence in that behalf expended.

Don on Feb 10, 1871

Luke Becker adm. of William

vs

Antoine Marshall

Antoine Marshall of the County of

to answer Luke Becker adm. of William
 in a plea of Trespass where the said
 Luke as adm. thirteen hundred dollars
 in his proper person and wages leave to March until
 it is granted unto him - the day is given to the
 at which day to wit. the tenth day of November in the year 1871.
 The parties appeared in their proper persons and the said
 his suit abated. The said, page 154. ---

Page 154.

of other 1871.

William Payette)

vs

Henry Reinbolt)

claim of 300

Henry Reinbolt of the County of Ia. was admitted to the
 Payette of the county a/c. in a plea of claim of 300
 said William Five hundred dollars, of the return of which with
 said William answered in due form of law.

Court Record No. 100-10

dismissed, whereupon it is ordered by the Court that the Plaintiff recover his costs and charges by him or his attorney and the costs expended by the Plaintiff be without charge to the Plaintiff.--

Wijah Hurdale)
vs) Debt 29 of 1890.
William Lee)

William Lee late a soldier of the United States Army, of the county of Knox was attached to master Wijah Hurdale of the county aforesaid in a plea that he reimburse the said Hurdale the sum of fifty one cents which he had in fact and Branch Hurdale by return, at the return of which said writ the plaintiff entered and after his suit to be dismissed, whereupon it is ordered by the Court that the Def: recover of the plff his costs and charges and his attorney in that behalf expended &c.

John Rice Jones Intorsee:)
vs) T. Jesse & Co.)
Ralph Watson)

Ralph Watson was attached to master John Rice Jones Intorsee in a plea of Trespass on the Case for the sum of fifty dollars (as he said, and the amount of said sum) due to John Rice Jones Intorsee of John Polson & Co. of the county of Knox.

Common Pleas Court, James IV 2-4

Page 155.

November Term.

William Reed in custody of a plea here made in the year of our Lord 1761 on the 10.th day of May in the year of our Lord 1761 by the said William Reed and the Court now here sheweth that the said William Reed in the year aforesaid did promise to pay unto one John Poljan, or his heirs or assigns the Just and full sum of Forty seven pounds ten shillings in good receivable Merchandise Poltries, Hens, and Eggs to equal one dollar to wit, Bucks at Forty, and Eggs at thirty each of Furs at current rates in three Months from the date of the said writing obligatory with interest to be paid for the same for value received which said sum or quantity of Hens and Eggs, afterwards to wit, on the 27th day of June in the year 1761 remaining due and unpaid either in Poltries or Hens or in Hens and Eggs, unto the said John Poljan, he by and through Henry Poljan, who was Attorney in fact for the executor of the said John Poljan (the said John when he before that time being dead) did receive and transfer the same writing obligatory for a valuable consideration, and will appear by Indorsement on the said writing obligatory and sealed with the proper hand of the said Henry, and which he so indorsed in the year last mentioned, of which the said Henry Poljan is the author of which said promise, and for the performance of payment thereof the Plaintiff became intitled to demand and receive the same.

Common Pleas Court

to sell and the sd. def. ... in dollars. to wit. 10 ...
 rod both before and after ...
 said writing obligatory, as being the proper person to receive ...
 same hath hitherto denied and refuses to the damage of the said ...
 dollars --

Page 133

November Term

whereupon he brings suit, and the aforesaid ...
 proper person he craved leave to imparl until the next term and it
 was granted unto him, and the same day is given unto the said ...
 day to wit, the fourth day of August in the year of
 our Lord one thousand seven hundred, & ninety seven, the parties
 appeared in their proper persons, and by consent the same was con-
 tinued until the next term, at which time to wit, the second day of
 August, in the year one thousand seven hundred and ninety seven the
 parties appeared, and by their consent the same was continued until
 the next term, at which time to wit, the ninth day of November in
 the year one thousand seven hundred and ninety seven the Plaintiff
 appeared by his attorney, and the same was continued until the ...
 day, at which time to wit, the third day of ...
 thousand seven hundred and ninety seven he being ...

(100)

1898-99

Common Pleas Court in Case 1700-00

above written the Plaintiff appeared by his attorney, defendant being, three times solemnly called to answer, and it is considered by the Court that the Plaintiff is liable for the sum of fifteen dollars and five cents, with interest from the 18th day of May one thousand seven hundred and ninety six, together with his costs and charges about his suit in that behalf demanded and the defendant in mercy do.

Page 157.

November 1st 1897.

Manuel de Lisa

vs

William Fargo Adm. of Estate

}
}
} debt and int

William Fargo of the County of Cook, Illinois, Sheriff of said County, was summoned to answer Manuel de Lisa of the said County of Cook, Illinois, of trespass on the case to the value of the said Plaintiff's money, to wit, dollars, at the return of which said writ the Plaintiff appeared and ordered his said suit to be dismissed, whereupon he is considered that the said Plaintiff pay to the Defendant his expenses about his defense in that behalf demanded and the Plaintiff do.

Alajah Tisdale

vs

Presly Larkin

}
} debt \$10.00 & 40 cents.

Presly Larkin was attached as never called.

Common Pleas Court Minutes 1795-96

aforesaid in a plea of debt of Forty Dollars & so forth as above
the said Presley owes the said Hijah and from his unjustly retaining
at the return of which writ to wit, the seventh day of October 1795
one thousand seven hundred, and ninety seven being the day & year
first above written the Plaintiff appeared in his proper person and
ordered the same to be dismissed.

Henry Pea)
vs) Roplevin
Grand Blue)

Grand Blue an Indian was summoned to answer Henry Pea of this
county aforesaid. wherefore he took a certain writ of Habeas Corpus
of the said Henry as he saith and at the return of his writ, to wit,
11th day of November 1797 the parties appeared in thir proper per-
sons and amicably settled the dispute whereupon the Court order the
same dismissed &c.

Page 150.

February Term 1798.

Daniel Smith)
vs) debt: 40
Louis P Levy)

So it remembered that heretofore to wit first day of January 1798
and after the adjournment of the Court which was on the 11th day of
one thousand seven hundred and ninety seven the said Daniel Smith

John Forty

County Pleas Court March 11. 1797

out of this Court a certain writ of Habeas Corpus was granted in favor of the said Louis in a plea of 1898 and the said Court ordered the said John Forty dollars which to him he owes and in which he is indebted to the said Louis, at the return of which said writ, to wit, on the 11th day of November in the year 1797. the Plaintiff does reply that the said John Forty his atto. in fact and upon his motion the Court did order the said John Forty the next term for the Plaintiff to file his answer in which he should state the same day is given to the defendant on which the said John Forty on the 11th day of February one thousand seven hundred and ninety eight the said John Forty appeared, and the Plaintiff ordered his suit to be discontinued.

Pleas of Vincennes in the County of Adams State of Indiana in the United States North west of the Ohio River against the said John Forty, Johnson and Jonathan Purcell Esquires Justice of the Peace for the County of Adams State of Indiana on the 11th day of February in the year of our Lord one thousand, seven hundred, and ninety eight.

General M Johnston	}	docket 112:6.C.
vs		
John Blackburn		

John Blackburn of the County aforesaid was delivered to the said General M Johnston in the said County of Adams State of Indiana the sum of twelve pounds nine shillings and eight pence which he has wrongfully & unjustly detains ----

Inox County

Common Pleas Court Issues 1788-9.

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February 1st 1789

as he saith, and wherupon the said General W. of his own will
 Blackburn in custody of a bond of debt was to render to him
 Twelve pounds nine shillings & eight pence equal to forty one dollars
 and sixty two cents, which to him he owes and is owing to him by
 ains, for this to wit, that whereas the said John did by a bond
 of March 1787, as the County aforesaid by his wife's hand
 sealed with the seal of the said John and to the County of the
 whose date is the same day and year herein before mentioned
 and firmly bound unto the said General W. in the said sum of twelve
 pounds nine shillings & eight pence equal to forty one dollars and
 sixty one Cents as aforesaid, to be paid to the said General W. when the said
 John should be thereunto required, yet the said John with the aforesaid
 required hath not paid the Party one dollars and sixty one cents to
 the said General W. but hath hitherto altogether refused to pay the
 doth refuse to the damage of the said General W. forty three dollars
 and therefore he brings suit &c. and the said John doles and defaults
 &c. and prays leave to insert therein here such and such words, as
 is granted unto him and the day is given to the said John
 Johnston here at which day he did the within said sum of money in
 the year one thousand seven hundred and ninety eight past

and year first above written. The parties being called according
 in their proper persons. Whereupon it was ordered by the Court
 Judgment be entered for the Plaintiff for the sum of forty six dollars
 and sixty one cents with interest from the 7th day of May 1797 at the
 rate of six Percent Per annum. Together with the costs of the suit and
 the def'

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February Term 1798

Pleas at Vincennes in the County of Knox and Territory of the
 United States North west of the Ohio before Pierre Scablin James
 Johnson and Jonathan Parcell Esquire Justices the Eighth day of Feb-
 ruary in the year of our Lord one thousand seven hundred and ninety
 eight.

Francis Vigo)
 vs) doct.
 Samuel Bradley)

So it appeared that heretofore to wit, Francis Vigo Esquire and
 after the adjournment of the August Court which was in the year 1797,
 the said Francis sued out of this Court a certain writ of Habeas
 called a Capias correspondence against the said Samuel Bradley Esquire
 doct which said writ is in the words and Figures following, to wit,

Union County

Common Pleas Court Win 1797-

Territory of the United States North west of the Ohio, To wit, the
 united States to the sheriff of our said County of Union and to
 we com and you to take Samuel Brady if he can be found in your County
 and him safely keep so that you may have him in your custody and
 Justices of our Court of Session at Winchester, in our said County
 of Knox on the First Tuesday of November next to answer unto Francis
 Vige Esquire of a plea of debt of one hundred and thirty three
 to the damage of the said Francis Vige Esquire, and maintenance of thirty
 four livers, as is said and have then there with him the said
 Camolin Esquire, presiding Justice of our said Court at Winchester the
 fifth day of August in the year of our Lord, one thousand seven
 hundred, & ninety six. R. Denton prothonary "at which said return
 in the following return, to wit. Executed the within writ of Habeas
 Corpus at which return to wit, the third day of October 1796
 the parties appeared, and the said Samuel Brady to us so that he
 until the next Court and the same is granted unto him and the same day
 here is given the said Francis at which day to wit,

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February Term 1798

the eighth day of February in the year 1797, the said
 on motion of the Defendant the same was carried over until the
 term, at which day to wit the second day of May in the year of our

Common Pleas Court at 1793

Lord one thousand seven hundred and ninety three and filed his certain declaration against the said Samuel Bradley of Debt and there are pledges for presentation to the said Richard Roe which said declaration is in the words and to the following, to wit, "Inox County to wit, Francois Nige and the said Samuel Bradley in custody & of a plea of debt for this to wit, as the said Samuel Bradley on the 27th day of March 1793 did certain note in writing subscribed with his own hand and seal the Court now here shown the date whereof is contained in the said aforesaid which note reads in these words to wit, 'Je soussigne de voir & promise payer a Mr Nige un somme de cent livres de monnaie de France de cent trente quatre livres en lettres de change de usage de la ville de Volcar Reev. en marchandises en ce que Mr Nige m'a le 27 mars 1793. when he rendered unto said Nige the sum of one hundred and thirty four livres in peltry, receivable according to the usage established in the said received in merchandise at Post Vincennes the 27th of March 1793. --

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February term 1796.

whereby it appears that he undertook and that he promised to pay to the said Francis Nige or order the sum of one hundred and thirty four livres in

upon recovery

Common Pleas Court, Limited 17. - 31

sum of one hundred and thirty four livres in French money at the then Current price, and that he would sell and deliver it and pay the said plaintiff the said quantity of poultry when he should be thereunto thereafter lawfully required, notwithstanding the said Samuel in no wise regarding his several promises and undertakings made as aforesaid but being minded cunningly to defraud Subtily to defraud the said Francis in this behalf the said quantity of poultry or money or any part thereof hath not paid since often required thereto, whereby and by non performance thereof and by virtue of the statute in that case made and provided an action hath accrued to the said Plff. to demand & receive of the said def^t the sum of forty four Dollars & sixty six cents lawful money of the said State, and to the damage of the said Plaintiff one hundred & thirty four livres and therefore he brings this suit P. Nisi whereupon the Defendant being three times Solemnly Called and not appearing orders that Judgment be entered for his non appearance and that a writ of inquiry do issue returnable to the next term at which day, to wit, the Eighth day of November in the year one thousand seven hundred and ninety seven. the parties appeared, and Counsel for the Plaintiff & Attorney the writ of Enquiry obtained at the first term and returned on his pleading the General Issue to wit that he does not owe the cause was continued until the next term at which day, to wit, the eighth day of February one thousand seven hundred and ninety seven

being the day and year first written, the parties came and appeared in court and thereupon came a Jury to wit -- Thomas Jordan, John Coffey,

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February Term 1793.

John Widner, Isaac Minor, Edmund Hittenhouse, Joseph Hackett, Jr., Lorient Basadone, Elias Adole, Samuel Gregory, Jacob Foster, George Baltis, and Phillip Cobb, Twelve good and lawful men who being duly sworn and sworn the truth to speak upon the oaths taken, their oaths to say that the Defendant did assume in manner and form as the Plaintiff against him hath charged, and they do award the Plaintiff damages by reason of the non performance of the said promise to pay four Dollars and seventy five Cents. Therefore it is considered by the Court that the Plff. do recover of the Defendant the sum aforesaid by the Jurors, In their verdict afo, in form afo. assessed, together with his Costs and charges about his suit in this behalf expended, and the Defendant in mercy &c.

Old. Margan Louise & Co)	
vs)	debt past
Francois Dagenais)	

Francois Dagenais was attached to answer Old. Margan Louise &c. of a plea of debt that the tender unto them the sum of four Dollars & fourteen livers and ten sols which he owes to them.

John County,

Common Pleas Court, March 27, 1898.

unjustly detains, as they wish, to which return to the writ of habeas corpus of the day of November one thousand seven hundred and ninety seven. The defendant appeared by E. J. Johnson his counsel. In this case, the Court ordered that the Plaintiff is rule to file his declaration by the next court term, to wit, at which time to wit, the ninth day of February one thousand seven hundred, & ninety eight the parties being called appeared, and the Plaintiff directed his suit to be dismissed --

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February Term 1898

Robert Johnson	}	
vs		T Case no: 400
Laurence Basadone		}

Laurence Basadone of the County of John was sued by Robert Johnson of the said County in a plea of Trespass to the value of the said Robert four hundred dollars, as he cricht, as the return of which said writ, to wit, the ninth day of February 1897, the parties appeared and by their consent the same was continued until the next Term, at which time, to wit, the ninth day of February one thousand seven hundred and ninety seven the parties appeared and on motion of the defendant it was ordered that the Plaintiff file his declaration by the next court, or else his suit be taken off at the next Term, to wit the 7th day of February in the year 1898, and on the day and year first written the defendant appeared and the Plaintiff not having filed his declaration a return to the writ of habeas corpus

DIST. COURT

Common Pleas Court, 1875-76

Last Court ordered that his costs be paid by the defendant his costs & charges about his defence be paid. He contended. &c. &c.

Laurence Bazadone)
vs)
Boneventura Pouchot)

In Case: No. 100

Boneventura Pouchot was returned to answer Laurence Bazadone of the County aforesaid in a plea of Trespass on the Case to the damage of the said Laurence four hundred dollars, as he saith, at the return of which said

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February Term 1798

writ to wit, the second day of February in the year one thousand seven hundred, and ninety seven the parties appeared, and the court adjourned until the next Term to be given the plaintiff to file his declaration at which time to wit the fourth day of May in the year one thousand seven hundred, and ninety seven the parties appeared, and by their consent the same was continued until the next Court to which time to wit, the second day of August in the year one thousand seven hundred and ninety seven, the parties being called appeared, and on the Plaintiff's motion the same was continued until the next Term to be given time to wit, the ninth day of November in the year one thousand seven

Mich. Court

Common Pleas Court Minutes 1798-99

seven hundred and ninety seven the per...
again continued until the next Court. at which...
seventh day of February one thousand seven hundred and ninety eight
being the day and year first written, the...
motion of the Defendant the suit was...
considered by the Court that the Defendant recover of the said his cost
and charges about his defence &c.

John Small admn.)
vs) replevin
Frederick Greater)

Frederick Greater of the County of Mich. was summoned to answer
John Small adm. of fifteen Davis Pendleton of the said County. there-
fore the said Frederick detain a certain French and Italian dict-
ionary at the return of which said writ to wit, the tenth day

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February Term 1799

day of november one thousand seven hundred and ninety seven the...
being called appeared by their attorneys, and the...
until the next Term for the plaintiff to file his declaration, and if
same term is here given the date at which day to wit, the...
day of february one thousand seven hundred and ninety eight...
ties appeared and the plaintiff filed his declaration, and...
words & figures following to wit, Territory...

Rich County

Common Pleas Court March 1868-69

North west of the Ohio River, in the County, of Rich, State of Ohio

Pleas Frederick Brester vs John D. Penhallow

trator of the goods and chattels of John D. Penhallow, to wit, whereupon the said John complains, that the said John, writes upon the Tenth day of July aforesaid in the Town of Vincennes in the County aforesaid got into his possession a certain book the title the property of the said Penhallow (set out, called beyond Dietheary of the value of twenty Dollars and he the said Frederick the aforesaid book unlawfully detains in his hands and when he said to him upon the 20 day of July after said in the Town of Vincennes Mo. in the County aforesaid made a legal demand of the said book for said book yet he the said Frederick not regarding said demand refused to sell doth continue to refuse to the use of the said book to him the said John to the damage of the estate of the said Penhallow Twenty dollars, as is said in the bill of the said John in the suit & good proof and on motion of the Deft. costs, the case was dismissed whereupon it was ordered that plaintiff recover of the Deft. his costs &c. about--&c. to be in money &c. ---

Pierre Linard)
 vs)
 Daniel Leitch Ad.)
 case 1: 137

Common Pleas Court for the County of Ingham

Manuel de Lisa Adm. of will singular and Credits which were of John P. formerly
 and Credits of T. Canoeckan Adm. of will singular and Credits which were of
 to answer Pierre Linard of a will singular and Credits which were of
 damage of the said Pierre twelve hundred dollars as to which
 the return of which writ was made and returned on the first day
 until the next Term was given the Plff here until the first day
 file his declaration, and the same time is given to the said Plff
 wise at which day to wit the Tenth day of February one thousand
 seven hundred and ninety eight, the parties being called to hear, and
 and the Plff direct his suit to be dismissed at his cost. --

Manuel de Lisa adme.	{	
	{	
vs	{	case no: 390
	{	
Tousaint Dubois adm.	}	

Tousaint Dubois Administrator of will and singular and Credits
 and chattels rights and Credits which were of John P. formerly
 dec. of the County of Ingham was summoned to answer unto Manuel
 Lisa of the County aforesaid in a plea of Infringement on the face of
 the damage of the said Manuel three hundred dollars as to which
 upon the said Manuel complain--in answer following, to wit, the
 County to Manuel de Lisa assignee of the said Credit which were
 only heir & representative of the willor / Tousaint Dubois / of
 of Tousaint Dubois Administrator of John P. formerly dec. and
 called Jean Pierre formerly --

Common Pleas Court, Orleans 17. -60

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of copy No. 114-33

of the County aforesaid who has been duly chosen and elected to be the
 the said Toussaint Dubois to render account of the sum of one hundred
 dollars which the said Jean Pierre lent him the said Toussaint Dubois
 the said administrator of the said Toussaint Dubois to render account
 the said Jean Pierre with a certain Jean Bouillon at the city of New
 July in the year of our Lord 1768 at New Orleans in view of the said
 aforesaid in de their certain note in writing with the said

of the said Pierre & Bouillon the former subscribed and signed a certain
 is the same day & year afo. and now because here have come, & hereby
 they the said Pierre & Bouillon did subscribe and signed in French
 language to the following effect, to wit, I Pierre & Jean Bouillon,
 declarons de vois a'la verite que en l'an mil sept cent soixante huit
 argent prêté' nous de par l'acte sous seing privé de l'an
 pour l'autre. which obligation when reduced into English will come
 to the following effect, we Jean Pierre & Jean Bouillon do hereby
 to one unto the widow Guiren the sum of ten hundred dollars (that
 is to say dollars) Money borrowed, In case of the death of either
 ourselves the one for the other to pay the said sum, which we
 afterwards to wit, on the day of the death of either of us the
 afo. remaining due and unpaid to the said widow Guiren for the
 this life leaving the aforesaid Madame-- the said widow Guiren
 representative which wd. Madame Guiren. at New Orleans, the

County afo. by her indorsement in and which ...
 20th day of April in the year 1790 said ...
 being rendered into English will hereafter that ...
 the said Manuel Lisa (to wit the Plaintiff) the sum of ...
 in the writing afo. and thereby did ...
 a right in the sd. Manuel to demand & receive the sum of money ...
 mentioned in the note or writing aforesaid of which ...
 words, to wit, on the day year last mentioned as the ...
 had due notice, by virtue of which said ...
 and was and is liable to pay the said sum of money ...
 afo. yet the said Defendant did often require by ...
 sons properly authorized to receive the same ...
 to pay the said sum of money and still doth refuse ...
 of the said Plaintiff 300 dollars more or less

whereupon he brings suit &c. Plaintiff, and thereupon the ...
 craved leave to imparl here until the next Court and ...
 here is given here unto the Plaintiff at which day ...
 appeared and the Plaintiff desired his said suit to be ...
 whereupon it is considered by the Court that the ...
 Defendant his costs &c. and that he go hence without ...

(10-)

Know County

Common Pleas Court Minutes 1793-99

Mitchel Joseph)
 vs) T: 7 ss 100.
 Philip Catt)

Philip Catt of Know County was summoned to answer Michael Joseph of said County of a plea of trespass on the part of the said Joseph of the said Mitchell one hundred dollars, as he saith, whereupon the said Mitchell by his Atto. complain of Philip Catt etc. of a plea and for that the said Pltff. on the day of August 1797 at the County afd. was possessed of one red steer of value of Twenty eight Dollars & of his own proper goods and chattels and being the thereof possessed afterwards to wit on the day and year aforesaid at the County afd. the same steer did casually lose which afterwards, was on the day & year last mentioned at the County aforesaid in the hands of the said def. by finding same. Yet the said defendant altho he well know the premises and that the said steer of right belonged unto the said Pltff, and altho he was on the same day and year and at the same County afd. required by the Pltff to deliver up the said steer to the said Pltff yet he did then and there neglect deliver and refusal so to do, but the same steer of the value aforesaid did he do and convert

Order Courts

Common Pleas Court No. 105 1793-99

convert to the proper use of him his said debt at the year aforesaid and county aforesaid, whereby the said Plaintiff the worse and hath sustained damage to the value of 20 dollars thereupon he brings this suit &c. and the said Plaintiff in his proper person appeared and prays leave to impart until the next Court day which day to wit the ninth day of February one thousand seven hundred & ninety eight the parties being called appeared the Plaintiff by G. W. Johnson his attorney in fact and the Defendant in his proper person and thereupon came a Jury, to wit, Thomas Jordan, Daniel Rittenhouse, Joseph Knechtel, Jacob Lecher, John Miller, John Goffman, Isaac Minor, Elias Diehl, Samuel Gregory, Samuel Stone, David Snyder, & John Poe, twelve good and lawful men who being sworn tried and sworn well and truly to enquire of damages worn their Oath do say that the Plaintiff hath sustained damages by reason of the declaration in the declaration mentioned to Twenty two dollars and Fifty cents. therefore it is considered by the Court that the Plaintiff recover of the Defendant the sum aforesaid by Jurors in their Verdict informed assessed together with his costs & charges about his suit in that behalf expended & the Defendant in mercy &c.

William Chambers)
 vs) Case No: 20
 William McGowan)

Common Pleas Court in No. 170-0.

William McGowan of the County of York and the County of ...
William Chambers of a plea of Trespass on the case ...
of the said William Chambers Twenty dollars, to be paid ...
the

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February Term 1852

Said William Chambers complains William McGowan on and by ...
of a plea for that whereas the said Plaintiff and defendant the ...
day of ... 1797 accounted together of and concerning diverse sums of ...
money and merchandise before that time due to the said Plaintiff ...
from the said defendant and then in arrears and was all entered in ...
account dated the day of ... 1797 was the sum of thirty ... in ...
appears to the Plaintiff in the sum of four pounds ten shillings ...
Virginia Currency equal to fifteen dollars lawful money of the United ...
States and being so indebted the said defendant ... and finally ...
fully promised that he would well and truly content and pay the ...
said Plaintiff the aforesaid sum of fifteen dollars money ...
when he should be thereunto required. Nevertheless the said ...
defendant in no wise regarding his promise & under his ...
but continuing and fraudulently intending the said Plaintiff in his ...
behalf to defraud and deceive the sum of fifteen dollars ...
thereof to the said Plaintiff both now and then due ...
thereto but the same to pay hath hitherto refused to do so.

no. 1772

Common Pleas Court in 1798 -

still doth refuse to the damage of the said plaintiff and therefore he brings this suit and the said defendant in his plea
 person appeared & prays leave to answer here until the next term
 which is granted him & the same day is granted the said plaintiff
 day to wit the 9th day of February 1798 being the day that the
 written the parties appeared in their proper persons & the plaintiff
 his suit to be dismissed. and doct. agrees to pay the costs

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February Term 1798

Tousaint Dubois asco.)	}	debt 125.
vs		
Simon Gonzalies		

Simon Gonzalies of the County of Knox was attached to answer
 Tousaint Dubois of the County of Knox of the sum of one hundred and
 render unto him the sum of one hundred and twenty five dollars which
 to him he owes & from him unjustly detains as he saith, whereupon
 the said Tousaint Dubois assigns of General W. Johnston who was
 assignee of Joseph Baird complain of Simon Gonzalies in execution
 of a plea that he render unto him the sum of one hundred and twenty
 five dollars lawful money of the United States which to him he owes,
 and from him unjustly detains, for this to wit, that on the 20th day of
 Simon Gonzalies on the 20th December 1797, as the term of 1797 was

Simon Gonzalez

Common Pleas Court Minutes 1790-1793

and County aforesaid by his certain certificate of the said day of the month of February 1790 at his seal and to the court now here shown the said Simon Gonzalez was bound day & year aforesaid acknowledged himself to be well and lawfully bound unto one certain Joseph Beard in the full sum of one hundred and Twenty Five dollars lawful money of the United States, to be paid unto the said Joseph Beard his heirs or assigns, which was to the said Simon Gonzalez should be thereunto thereunto repaired, which said sum of money afterwards, to wit, in the month of October 1797 remaining due & unpaid unto the said Joseph Beard by his endorsement on the back of the said writing obligatory which was in proper hand thereto subscribed by him in the name unto one certain General M Johnston which said sum of money afterwards received on the 9th January 1798 at the town of Vincennes and County

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February Term 1798

aforesaid remaining due and unpaid unto the said General William M Johnston, he by his certain endorsement on the back of the said writing obligatory, with his own proper hand thereto subscribed, did assign the same unto one certain Toussaint Arbois and assigns, the receipt of which said assignment to have he aforesaid did acknowledge afterward, to wit, the day of January 1798. at which time the said aforesaid then & there had notice, by reason of which a writ was

NOV 2 1881

Courten Pl. 2404. In the C. C. -

an action hath accrued to the Plff. and the said Defendant
 Def. the sd. one hundred and twenty five dollars. and the said
 said Debt altho often required the said Defendant to pay the said
 Plaintiff to pay hath not paid the same or any part thereof but hath
 altogether refused, and still doth refuse to do so and the said
 Plff Two hundred dollars and therefore he bringe this suit and the
 said Defendant comes hereinto Court in his own defence and confesses
 Judgment for the sum of one hundred & Twenty Five Dollars, therefore
 it is considered by the Court that the Plff recover of the said Def.
 debt ofc. by his confession ofc. in Term sd. as he has said ofc.,
 together with his costs and charges about his suit in this behalf
 expended, and the Debt. in Verge be.

Mon. Lajoice)
) Case no: 227
 vs)
 John Small admr.)

John Small adm. of all and singular the Books and the debts
 and credits which were of Jean D. Tougas decd. of the County of
 was summoned to answer Mon. Lajoice in a plea of trespass in this
 case to the damage of the said Lajoice Two hundred dollars, as he
 saith, whereupon, the said Monsieur

Exor Count.

Common Pleas Court in 1734.

deceased in Custody &c. of the said of France in the said year 1707
to wit. that whereas the said Jean Lajoice in his last will, to wit
on the 20th day of October 1707 made his last will in writing
signed with his own hand and to the Court now before me and
whoreof is the same day and year aforesaid whereby he did bequeath
then and there faithfully promised in the words which are following
to wit, "doug Jean B. Touge aux skins par Bois de papier de la
Mon Lajoice dan la roy de Octobre prochain deus cents livres de
denreux de chevwill de recete pour Valeur "free" which when tran-
lated in English will read thus One Jean B. Touge of the order of
oblige myself to pay the order of Mr Lajoice in the next three
next Three hundred and fifteen livres in deer skins ready made
value received by virtue of which and the law in that behalf
provided an action hath accrued to the said Plaintiff and he
receives of the said John Small adm. etc. the sum of five pounds
& five dollars lawful money. yet the said Defendant John Small
regarding his said Testator, promise as the same sum of money or
any part thereof hath not paid since often required thereto, so the
damage of the said Plaintiff two hundred dollars and therefore he
brings suit &c. and the Defendant in his answer sworn and
says that he is in no wise indebted to the said Plaintiff as
in his declaration aforesaid and that he is ready to verify there-
fore he puts himself upon the Country, and the said Plaintiff

Common Pleas Court

same, and thereupon came a Jury to wit, ... Joseph Rhodensel, David Snyder, Elias Bidle, ... Rittenhouse, Jacob Decker, ... Philip Gatt, twelve good & lawful men who being sworn the truth to speak upon

Page 175 February Term, 1788

the issue joined upon their Oaths do say that the said ... in manner and form as the bill against him ... do assess the said damages, by reason of the non payment of the debt to the sum of one hundred and five dollars, therefore do consider by the Court that the said ... of the said ... of the goods and chattels of the said John B Teaga in the value of the debt. to be administered to, other with his costs and charges about his defence in that behalf expended and the defendant in reply &c.

Mmanuel deLica)
vs) Blander de: Jose
Simon Gonzalez)

Simon Gonzalez was attached to ans. Manuel de ... of Blander to the damage of the said ... he said upon the return of which said ...

in Court and confessed satisfaction and directed his suit to be dismissed.

Manuel Delia)
vs) Case No: 10
John Small)

John Small was attached to answer Manuel Delia in a plea of Trespass on the Case to the damage of of the said Manuel Delia in the sum of hundred dollars as he saith, at the return of which writ Manuel Delia appeared - Directed his suit to be dismissed

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February Term 1834.

Elijah Risdale)
vs) Case No: 2033.
John Clancy)

John Clancy was attached to answer Elijah in a plea of Tre. Case on the Case to the damage of the said Elijah in the sum of five Cents, as he saith, at the return of which writ John Clancy appeared and acknowledged satisfaction ---

David Gray)
vs) Case No: 1033
Seventine Foucher)

Common Pleas Court, 1860

Bonaventura Lecher was attached to ans. Joseph H. ... County in a plea of Trespass on the case ... David one thousand Dollars as he saith, on the return of which ... the Defendant appeared in his proper person and ... for the sum of three hundred & seventy eight dollars ... Cents. wherefore it is considered by the Court ... recover of of the def. the sum of by the self etc. in ... confessed, together with his costs and charges above his suit in that behalf expended & the def. in mercy so.

Joseph Huro Jun,)
vs)
Lombart Borrois)
West. Cal: ca. 1860

Lombart Borrois was attached to ans. Joseph Huro Jun. in a plea of Trespass Assault & battery to the damage of the self ... thousand dollars as he saith, on the return of which ... The Piff. directed the same to be dismissed ----

Hannah Rhodearmel)
vs)
John Small & Texas)
Slender ca: 500

John Small & Polly his wife was attached to ans. Hannah Rhodearmel in a plea of Trespass on the case for slender to ... said Hannah five hundred dollars, as she saith ... which the Piff appeared & directed the same to be dismissed.

Page 177.

February Term.

Mannah Rhodarmel)
 vs)
 Jonathon Harney & Anor)

Jonathan Harney and Anor his wife and children vs. Ann Rhodarmel in a plea of Trovess at the case of the said Ann Rhodarmel in a plea of Trovess at the case of the said Ann Rhodarmel as she saith five hundred dollars, which she saith of which writ the Plff appeared and received satisfaction for the said sum of money.

Richard Phoolon)
 vs)
 Maxwell Hughston)

Maxwell Hughston was attached to answer Richard Phoolon in a plea of debt that he rendered into his hands the sum of four pounds eleven shillings and six pence which he saith he is entitled to from him unjustly detains as he saith, whereupon the Plff appeared and acknowledged satisfaction for the said sum of money.

General M Johnston)
 vs)
 Richard Phoolon)

Richard Phoolon was attached to answer General M Johnston

the County of's. in a plea of Trespass on the Case for the said Plaintiff
the said General Fifty dollars and he said, as the record of this Court
writ the Plif appeared and ordered the said Plaintiff to be
arrod to pay costs ----

Christopher Synt)
vs) case da: 70
Joseph Hamelin --)

Joseph Hamelin was attached to answer the said Plaintiff
plea of Trespass on the Case to the County of the said Plaintiff
seventy dollars, as he saith, as the record of this Court and writ.
appeared & ordered the writ to be dismissed.

Page 178. May Term 1790.

Elias Biddle)
vs) Case da: 300
Moses McGan)

Moses McGan was attached to answer Elias Biddle of the County
aforesaid in a plea of Trespass on the Case for Trover or Conversion
to the damage of the said Elias Three hundred dollars and he said
whereupon the said Elias Biddle complains of Moses McGan for
No. of a plea of Trover & Conversion for this to wit that
the said Plaintiff on the day of in the year of

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aforesaid was possessed of one dark colored mare of the value of one hundred dollars as of his own proper goods & chattels & the same thereof possessed afterwards to wit on the day & year therein before said at the County afo. the same mare did casually come into the hands & possession of the said Defendant & it is shewn & Came yet the said Defendant who is well known to the parties & the said mare of right did belong unto the said Plff. & also that he on the same day & year and at the same county required by the law to deliver up the said mare to the plff. yet he did then through neglect, delay and refusal so to do, but the said mare of the value aforesaid did keep and convert to the proper use of him the said Defendant on the day & year afo. and the County afo. whereby the said Plff. is the worse and hath sustained damage to the value of one hundred dollars whereupon he brings suit to be and thereupon came the said Plff. in his own person and prayed leave to impart here until the next Court, and the same is granted him, and the same Plff. is directed to the Plff. at which time to wit, the ninth day of February one thousand seven hundred & ninety eight the parties appeared and the same was continued until the next term at which time, to wit, the fifth day of May in the year of our lord one thousand nine hundred and eight being the day & year --

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