

under seal of that date here shown to the Court pursuant
four months after ^{the} date thereof to pay to the order of John
D. Murphy \$678.75 at the Planters Bank of Lempire at
Nashville for value received and afterwards on the same
day and year aforesaid in the County aforesaid the said
bond being in full force and unexpired the said John
D. Murphy assigned the same to Stephen Mayfield which
is also shown to the Court and afterwards on the same day
and year aforesaid in the County aforesaid the said bond
till then being unexpired the said Stephen Mayfield
assigned the same to the plaintiffs which is also shown to
the Court, now the plaintiffs aver that the said defendants
did not pay said sum of money four months after the
date of said bond at the Planters Bank of Lempire at
Nashville although the same was duly presented at said
Bank for payment and was then and there duly protested
for non payment by reason of which the plaintiffs were
put to the costs and expenses of having said bonds protested
but the said defendants to pay said sum of money or
any part thereof though after requested have hitherto
wholly failed and refused and still fail and refuse
to the plaintiffs damages of \$1000.00 they Rev. A. Cullum attor
and the defendant comes and defends. He and
his fled say they have met and truly paid the debt in
the Declaration mentioned and of this they put themselves
upon the Country. Richardson attor for Defs

And Jffs. Skewid, A. Cullum attor
Order of the Court October Term 1841.
This day came the plaintiffs by attorney and
counsel this suit and say they intend no further to press
into the bond and the defendants assume the payment of
the Court having expended. It is therefore considered by the
Court that the plaintiffs recover of the defendants the cost as
aforesaid.

Thomas H. Harris
vs
George Moore
State of Tennessee
To the Sheriff of Owen County Greeling, you are hereby com-
manded to summon George Moore to appear before the
Honorable Circuit Court at the Court house in Livingston on
the 10th Monday in June next then and there to answer
Thomas H. Harris of a plea of Trespass on the Case to his
damages and hundred dollars foul not have then there
this Abil Abilip James Maxwell Clerk of said Court at
office the 10th Monday in February 1840
James Maxwell clerk

I acknowledge myself to owe and stand indebted to George
Moore on the sum of one hundred dollars to be paid on condition
that Thomas H. Harris prosecute and obtain of Trespass on the
Case with effect. This day commenced by him in the Circuit Court
of Owen County against the said George Moore as in case he
find therein that he satisfy and pay all costs that may be
adjudged against him therein by said Court. Given under
my hand and seal this 3rd day of June 1840. Joseph Corbin
Jffs. 3rd June 1840. Came to hand 6th June 1840 not found
in my County. Jffs. 18th 1840. M. P. Goodbar Jff

State of Tennessee
To the Sheriff of Owen County Greeling, you are hereby
Commanded as heretofore to summon George Moore to appear
before the Honorable Circuit Court at the Court house in
Livingston on the 10th Monday in October next then and
there to answer Thomas H. Harris of a plea of Trespass on
the Case to his damages and hundred dollars foul not have
then there this Abil Abilip James Maxwell Clerk of said
Court at office the 8th Monday in June 1840
James Maxwell att
Jffs. 10th August 1840. Came to hand 14th August 1840 not found
in my County. Jffs. 21st October 1840. A. C. Watkes Jff

State of Tennessee
To the Sheriff of Owen County Greeling, you are hereby
Commanded as heretofore to summon George Moore to appear
before the Honorable Circuit Court at the Court house in
Livingston on the 10th Monday in February next then and
there to answer Thomas H. Harris of a plea of Trespass on the
Case to his damages and hundred dollars foul not have
then there this Abil Abilip James Maxwell Clerk of said
Court at office the 10th Monday in October 1840
James Maxwell att
Jffs. 6th Nov. 1840. Came to hand 9th Nov. 1840 (conceded) on
the said Moore 11th Nov. 1840. M. P. Goodbar Jff

State of Tennessee
Owen County. Ex. out Court June Term 1841
Thomas H. Harris Esq. attorney complains of George Moore
who is in Court by summons of a plea of Trespass on the
Case to his damages \$100.00. Now that Thomas heretofore to mt.
on the 11th day of February 1840 at to mt. in the State and
County aforesaid the said plaintiff appeared and enclay-
ed a gray mare of his the said plaintiff for a bay
horse of him the said defendant and fifteen dollars in
costs to best gained by him the said plaintiff to said defen-
dant at the special instance and request of the said def-
endant and he the said defendant then and there
represented the said lost mentioned horse to be sound
and healthy when in Court and in fact he was.

unbound in this that the said horse was then found in both his hind legs a certain disease called the spavin and disease & unbound in other respects and that said horse to the defendant at and upon the swap and exchange aforesaid and from thence he thence so remained and continued in the State and County aforesaid. And whereas also afterwards to wit on the day and year aforesaid in the State and County aforesaid the said plaintiff do appear and exchanged a Gray Mare of of him the said plaintiff for a certain and long horse of him the said defendant and fifteen dollars in cash to boot given by the said plaintiff to said defendant at the special instance and request of the said defendant and the said defendant then and there well knowing the said last mentioned horse to be unbound in this that he was thus and then found in both his hind legs covered by a disease called the spavin & otherwise diseased and of no use as value unbound in various respects and so remained and continued, yet the said defendant then and there supposed his knowledge and received the same at and upon the swap and exchange aforesaid whereby the plaintiff was deceived and defrauded in the State and County aforesaid. And whereas also afterwards to wit on the day and year aforesaid in the State and County aforesaid in consideration that the said plaintiff at the special instance and request of the said defendant would deliver to said defendant a certain Gray Mare of him said plaintiff of great value and would also pay to him the sum of fifteen dollars in exchange for a certain Bay horse of him the said defendant and the said defendant by then and there falsely representing the said last mentioned horse to be sound, falsely and fraudulently induced the said plaintiff to deliver to said defendant the said last mentioned Gray Mare in exchange for said last mentioned Bay horse of him said defendant whereas in truth and in fact the said last mentioned horse at the time of the said last aforesaid swap and exchange was not sound, but thus was and then he thence hath been and still is unbound and of no use as value to the plaintiff to wit in the State and County aforesaid, and so the said plaintiff starts that the said defendant falsely and fraudulently deceived him the said defendant at the exchange aforesaid to wit in the County aforesaid to the damage of the plaintiff \$100 and therefore does, Richardson attor for plaintiff

Said defendant pleads not guilty of the several premises laid to his charge in the plaintiffs declaration and of this he puts himself upon the

County
And the plaintiff sheweth Richardson attorney for plaintiff
(Order of Henry Polk, June 1841)
By consent and agreement of the parties all matters of dispute were between the parties and referred to the panel arbitrators and award of Patrick Pool and Dick H. Coffey whose award when made is to be made the Judgment of the Court in this cause and it is ordered that they make them return their award at the next Term of this Court.

(June Term 1841)
On motion of the plaintiffs defendant, attorney the order of reference made in this cause at the last Term of this Court is set aside.

(October Term 1841)
This day came the parties by their attorneys and their cause also a Jury of good and lawful men to wit, John Robert, John Matthews, Benjamin Nathan, David Maxwell, Adam Gonderline, Joseph S. Copeland, James B. Lane, Henry Grier, Therman West, Patrick Robert, M. Goodpastor, James Harrison and William Dwyer who being duly sworn the judge to speak for the Jury found and by consent of the parties the Jury aforesaid are respectively and permitted to disperse and to meet here in Court at said clock tomorrow morning.

This day came the parties by their attorneys and their cause also the Jury empaneled and sworn in this cause on yesterday of this Term who upon their oath do say that they find the issue for the defendant. It is therefore considered by the Court that the defendant go hence thereof without day and recover of the plaintiff the costs herein expended.

James M. Carroll
in
his case

Richard M. Armstrong
State of Tennessee
To the Sheriff of Davidson County Gentling. You are hereby commanded to summon Richard M. Armstrong to appear before the Honorable circuit Court at the Court house in Davidson County on the 4th Monday in October next then and there to answer James M. Carroll of a plea of trespass and the case to his damages two hundred dollars. Return your not how then this 11th day of June 1841. James M. Carroll Clerk of said Court at office the 4th Monday in June 1841.

James Maxwell Clerk
I acknowledge myself to have read and stand indebted to to Richard M. Armstrong in the sum of two hundred dollars to be paid and conditions that James M. Carroll finders and a check of trespass and the case with effect

This day commenced by him in the Circuit Court of Canton County against the said Smithson as in case he said therein that he pay all cost and damages that may be adjudged against him there by said Court. I have under my hand and seal this 25th day of September 1821

George H. Sanderson's Court

Sp^r 25th Sept 1821. Came to hand the 30th of September 1821
 Entered this 20th of October 1821

A. O. Walker D. C.

(Order of Record Oct. Term 1821)

This day came the plaintiff by his attorney and disposes his suit and says he intends no further to prosecute the same. It is therefore considered by the Court that the defendant go home thereof and receive of the plaintiff the costs herein expended.

Michael B. Heisking
 in
 Hugh S. Smithson
 vs
 Debit Appeal

State of Tennessee. To any lawful officer of
 Canton County. I, the undersigned, do hereby
 Hugh S. Smithson to appear before some Justice of the
 peace in said County to answer the Complaint of M. B. Heisking
 assigned of H. S. Smithson in a plea of Debit due by note
 of hand under blank and given under my hand and seal
 this 10th of August 1820

Thomas Butler D. C.

Entered and set for trial on the 8th of August 1820
 before Thomas Butler D. C. at his own house. On the 15th of August 1820. Judgment is given for the plaintiff for
 \$36.66 Debt and Two dollars & fifty cents cost.

L. Butler D. C.

And with the Judgment said Hugh S. Smithson Demands
 an appeal to the next Term of the Circuit Court for Canton
 County which is granted to him he having given bond and
 security according to law this 15th day of August 1821.

Thomas Butler D. C.

\$36.39. For Value received I and one will pay H. S.
 Smithson Thirty six dollars thirty nine cents July 3rd 1820

Hugh S. Smithson

July the 11th 1820 for Value received I assign the within to
 M. B. Heisking

H. S. Smithson

State of Tennessee. I, the undersigned, do hereby
 Hugh S. Smithson and Daniel
 Canton County. The Smithson have assigned to M. B. Heisking
 in the sum of Twenty five dollars to his order of Hugh S. S.
 Smithson who has this day appeared to the next Term of the
 Circuit Court for the County of Canton from a Judgment of
 Thomas Butler of Justice of the peace of said County in favor
 of M. B. Heisking assigned of Hugh S. S. Smithson against
 Hugh S. Smithson for thirty six dollars and 66 cents Debt
 and Two dollars and fifty cents cost, and shall prosecute and
 appeal successfully in and cause of foulness shall comply

with and perform the Judgment of said Court given under law bonds
 and seals this 15th day August 1820
 Hugh S. Smithson and
 Daniel Smithson

(Order of Record October Term 1820)

For reasons etc. closed to the Court in the affidavit of the defend-
 ant the trial of this Cause is continued until the next Term of this
 Court upon the payment of the costs of this Term. It is therefore
 considered by the Court that the plaintiff recover against the defendant
 the costs herein expended at this Term.

(February Term 1821)

For reasons etc. closed to the Court in the affidavit of the
 defendant the trial of this Cause is continued until the next
 Term of this Court upon the payment of all the unpaid costs.
 That his account in this Cause up to this time. It is therefore
 considered by the Court that the plaintiff recover of the defendant
 the costs aforesaid. And as motion of the defendant as Com-
 missioner is awarded him to take the deposition of Henry Koon
 such a citizen of Monroe County State of Indiana to be made
 as evidenced upon the trial of this Cause upon his giving fifteen
 days notice to the plaintiff of the time and place of taking
 the same.

(June Term 1821)

For reasons etc. closed to the Court in the affidavit of the
 defendant the trial of this Cause is continued until the next
 Term of this Court upon the payment of all the unpaid
 costs that has accrued in this Cause up to this time. It
 is therefore considered by the Court that the plaintiff recover
 of the defendant the costs aforesaid. And as motion of
 the defendant's attorney as Commissioner is awarded the
 defendant to take the deposition of Henry Koon such
 a citizen of Monroe County State of Indiana to be
 made as evidenced upon the trial of this Cause upon the
 defendant giving fifteen days notice of the time and
 place of taking the same to the plaintiff & giving.

(October Term 1821)

This day came the parties by their attorneys and
 their Cause also a Jury of good and lawful men to try
 Robert S. Hildreth William Gloster James Harrison
 Robert M. Goodpasture Thomas M. Kipphut John M.
 Hays Henry G. Jones B. Loebe Joseph S. Caplan
 John G. Sanderson David Marshall and Benjamin H. H.
 who being selected tried and returned a verdict in
 favor of the plaintiff and disprove the facts upon which
 the defendant is indebted to the plaintiff
 in the sum of thirty nine dollars and 66 cents besides
 costs of suit. It is therefore considered by the Court that
 the plaintiff recover of the defendant by this with Patrick
 H. Smithson his security for the prosecution of the Appeal

in this cause said sum of thirty nine dollars and eleven cents and also the costs herein expended.

William Melham the plaintiff's agent in this cause agrees that execution shall be stayed until the first of May next upon the judgment rendered in this cause upon a former day of this term.

John Greatman & Robert Greatman v. Co

John Gardinier v. Co

State of Tennessee
 Carter County
 To the Sheriff of said County
 Summons John Gardinier to appear before the Judge of the Circuit Court at the Court house in Livingston on the fourth Monday of June next and there to answer John & Robert Greatman v. Co of a plea of trespass and the case to third damages five hundred dollars here given and there this writ which James Maxwell Clerk of said Court at office the fourth Monday of February 1840

I acknowledge myself of County
 the 16th May 1840, came to hand the 30th of May 1840, not found
 the 20th of June 1840.

State of Tennessee
 To the Sheriff of Carter County
 Summons John Gardinier to appear before the Honorable Circuit Court at the Court house in Livingston on the 2nd Monday of February next and there to answer John & Robert Greatman v. Co of a plea of trespass and the case to third damages five hundred dollars paid and leave them there this writ which James Maxwell Clerk of said Court at office the 2nd Monday in October 1840

James Maxwell Clerk
 the 18th Jan'y 1841. Came to hand same day issued, not found in my County Feb'y 1841

State of Tennessee
 To the Sheriff of Carter County
 Summons John Greatman and Robert Greatman against John Gardinier of a plea of trespass and the case to third damages five hundred dollars recoverable to the February Term of said Court 1841 and whereas said writ was returned to said Court by the Sheriff of Carter County and found in my County, and as neither of the plaintiffs and for reasons she closed in the Affidavit of Alward Coulson the plaintiffs attorney a judicial attachment is awarded the plaintiffs in this cause. There are therefore Reasons given to

attach the return of the said John Gardinier as so much thereof as will be of Value sufficient to satisfy the plaintiffs demands aforesaid and such return to attach in your hands to secure to them the same money be liable to the further Order of the Court, nevertheless upon said defendant giving security as the law requires herein said not make known how you have presented this writ to any writ or writ Court, to be held at the Court house in Livingston on the fourth Monday in June next, which James Maxwell Clerk of said Court at office the fourth Monday in February 1841 James Maxwell, Clerk
 the 23rd Feb'y 1841

Came to hand the same day issued. No personal property of the defendant found in my County. Since then attachment upon all the estate which that said John Gardinier has in and to a certain tract of land lying in Carter County and being ten acres and in two Districts 345 the place where the said John Gardinier now lives adjoining the lands of William Baker and E. Morris on the North and Michael Copeland and the Bell and Benjamin Rouns on the east and John Gardinier on the south it being a part of a lot or lots of land here before by Grant No. 3763 dated the 16th February 1840 this the 1st February 1841

State of Tennessee
 Carter County
 Summons John Greatman and Robert Greatman by attorney Campbell against John Gardinier to answer the writ of a plea of trespass and the case to third damages five hundred dollars in the County of issue the said defendant together with Pleasant H. Armstrong who is not found together under the name and title of Gardinier and Armstrong in the declaration that the plaintiffs would sell and deliver to them certain goods wares and merchandise of the value of five hundred dollars the said defendant promised to pay the plaintiffs thereof when thereunto afterwards requested. And afterwards on the day of the goods aforesaid in the County of issue the plaintiffs and defendants accounted together of and concerning the goods wares and merchandise before the said time said and delivered by the plaintiffs to the defendants and the said Pleasant H. Armstrong (who is not found) together with the money and title of Gardinier and Armstrong and upon such accounting said defendant was found in arrears and indebted to the plaintiffs in the value of \$300, and being so indebted by them and they promised to pay the plaintiffs said sum of money when thereunto requested. Now the plaintiffs and the said defendant though after requested hath not kept his said promise and undertaking so made as aforesaid hath not as yet paid the said several sums of money as any as either

257
if there is any fact there to the said plaintiff but the said defendant
to pay them the same hath hitherto wholly failed and refused
and still fails and refuses to the said plaintiff. Therefore
they have

Order of the Court February Term 1841

An motion of the plaintiffs attorney and it appearing to the
Court from the return of the sheriff of Quarter County that the
defendant cannot be found in his County as such an attachment
is awarded the plaintiffs commanding the sheriff of Quarter
County to attach the goods and chattels lands and tenements of
the defendant sufficient to satisfy the debt and costs,
June Term 1841

This day came the plaintiffs by their attorney and the
defendant being solemnly called to come into Court and answer
the property seized and by attachment in this cause and defend
this suit could not but needs default. It is therefore ordered
and by the Court that the plaintiffs recover of the defendant
whatsoever damages they may have sustained by reason of
the nonperformance of the assumption in the declaration
mentioned but because it is unknown what those damages
are a writ of enquiry is awarded returnable to the
next Term of this Court

October Term 1841

This day came the plaintiffs by their attorney and
this Court also a Jury of good and lawful men to wit
Saml J. Chapin Robert J. Mudds William G. Foster the Jurors
Thomas H. Keays Henry Ford James B. Lovell Josiah S.
Copeland David H. Russell and Benjamin Walker who
being elected tried and found slightly to enquire of
damages in this cause upon their oath do say that the
plaintiffs have sustained damages occasioned by the
defendants nonperformance of the assumption in the
plaintiffs declaration mentioned to the amount of one
hundred and eighty dollars and fifty cents besides costs of suit

It is therefore ordered by the Court that the plaintiffs
recover of the defendant their damages aforesaid in form
expressed aforesaid and also the costs hereunto expended and
an motion of the plaintiffs attorney and order of sale is
awarded and directed to the sheriff of Quarter County
commanding him to sell the land hereafter named upon the
Judicial attachment herebefore granted in this cause

Wm. Chapin
Thomas H. Harris
Approval

State of Tennessee } To any lawful Officer of the Sumner Thomas
Quarter County } & Harris to appear before some Justice of the
peace of said County to answer John Chapin of a plea of Debt
as a witness Certificate in the case said Harris against George Moore
sum under fifty dollars given under my hand and seal this 30th
day of June 1841 Patrick Pool J.P.

Executed and returned for trial on the 30th day of June 1841
before Crisp Pool L. Davis Constable

In this case I give Judgment for the against the defendant
for two dollars thirty eight cents debt and 75 cents costs this 30th
day of June 1841 Patrick Pool J.P.
Wherein Judgment the defendant pays an Appeal which
is granted to him he having given security as the law requires
this 1st day of July 1841 J. Pool J.P.

No Thomas H. Harris and Isaac C. Keays had themselves
to John Chapin in the sum of five dollars to be paid up
Thomas H. Harris who has this day given and obtained an
appeal to the next Term of the Circuit Court for Quarter County
gives a Judgment of Patrick Pool a Justice of said County
in favour of the said John Chapin against him for two
dollars and thirty eight cents and 75 cents costs and suit.
Necessarily as in case of failure shall comply and
perform the Judgment of said Court this 1st day of July
1841 Thomas H. Harris Esq. Isaac C. Keays Esq.

Patrick Pool

Order of the Court October Term 1841

This day came the plaintiffs by their attorney and
the defendant in person and the defendant says he cannot
gain say the Judgment of the Justice of the peace in this
cause for two dollars and thirty eight cents debt besides
costs of suit. It is therefore ordered by the Court that the
plaintiff recover of the defendant the sum of two dollars
and thirty eight cents so expressed as aforesaid together
with the further sum of one cent being further part
interest on said debt from the date of said Judgment to
the present time and also the cost herein the Justice of the
peace and in this Court expended.

Burgess S. Gardentine } No case
vs
William S. Goddard }

State of Tennessee } Sumner

To the Sheriff of Quarter County Greeting
you are hereby commanded to summon William S. Goddard
to appear before the Honourable Circuit Court at the Court House in
Springtown on the 20th Monday in June next there and there
to answer Burgess S. Gardentine of a plea of Trespass and

as the case to his damage. Said hundred dollars paid not have
 then then this said Petitioner James Maxwell Clerk of said
 Court at Office the 1st Monday in February 1841

James Maxwell Clerk

I acknowledge myself to have and stand indebted to William
 P Goodland in the sum of Two hundred dollars to be with
 and Conditions that Benjamin S. Gardenhire first enter an
 action of Trespass and the Case with effect this day com-
 menced in the Circuit Court of Carter County as in Case
 he said therein that he pay and satisfy all Costs and damages
 that may be adjudged against him then given under
 my hand and seal this 15th day of April 1841

Alexander Hamilton Am

Apr 15th April 1841. Came to hand the same day I paid

Entered 1st May 1841

John G. Nichols Clerk

State of Tennessee

Carter County Term Term 1841

Benjamin S. Gardenhire by attorney Com-
 plains, of William P Goodland Summons &c of a fine of
 Trespass and the Case, For this that hereof to wit and the 1st
 day of January 1841 the said plaintiff was possessed as of
 his own property of a certain Sorrel Horse (Charlton's
 mare and a Colt of great value) to wit of the value of
 four hundred dollars and being so possessed he the said
 plaintiff then and there in the State and County aforesaid
 Casually lost the said horse mare and Colt and of his horse
 and possessions and the said horse mare and Colt afterwards
 and the day and year last aforesaid then and there came
 to the hands and possession of the said defendant by finding
 as alleged yet said defendant thought of his horse
 to be both not as yet obtained the said horse mare and
 Colt as either of them to the plaintiff but to obtain the
 same both hitherto wholly failed and refused and still
 refuse and afterwards even the day and year aforesaid
 then and there caused the said horse mare and Colt
 to be sold and sold to the damage of the plaintiff five hun-
 dred dollars and therefore he sues. Darnley Atty

and the defendant by attorney says he is not guilty of
 the same and avers him to be charged and of this he
 puts upon the Country. Hamilton

The plaintiff likewise. Darnley Atty

Order of Court October Term 1841

This day came the plaintiff into open Court and sheweth
 his suit and says he intends no further to prosecute the same
 and sheweth likewise the payment of the said Plaintiff
 Considered by the Court that the defendant go hence through
 without day and that the plaintiff recover of the said
 sheweth likewise the Costs to be paid as aforesaid -

John Scott

vs

Thomas Whitworth

Carter County

To the Honorable Judges of the Judicial Circuit Sitting at
 Livingston. The Petition of Thomas Whitworth sheweth that on
 the 15th day of December 1840 John Scott received a Judgment
 against him for four dollars besides Costs before John B. Buford
 a Justice of the peace for Carter County said Judgment is upon
 Petition and said Scott have failed in partnership and
 afterwards they divided the same each taking charge of his
 share said Scott furnished his share to be destroyed and bought
 said Scott to receive from petitioner his said petition applied to
 said Justice for an appeal on the day of trial and the
 Justice refused to grant it at that time petitioner applied
 afterwards and the Justice still refused to allow the appeal
 so that petitioner done all he could to obtain relief by the
 ordinary remedy, petitioner prays writs of Certiorari and
 Supersedeas this being the first application for or Supersedeas
 or Certiorari in this Cause Thomas Whitworth

Given to us open Court 22nd Feb'y 1841

John Maxwell Clerk

Know all men by these presents that we Thomas Whitworth
 and and late and jointly bound unto John Scott in
 the sum of Twenty dollars which payment well and truly for
 us made and done we have ourselves and heirs Executors or
 administrators jointly and severally by these presents sealed
 with our seals and dated this 22nd day of February 1841

The Condition of the above obligation is such that whereas
 the above bound Thomas Whitworth hath prayed for and
 obtained writs of Certiorari and Supersedeas to remove a
 Judgment to remove a Judgment which the above named

received against him before J. B. Buford Esq, for the
 sum of four dollars in to the Circuit Court of Carter County
 Now if the said Thomas Whitworth shall well and truly
 prosecute his said writ of Certiorari with effect as in Case
 he said therein that he pay and satisfy the Judgment
 and whatever damages and Costs may be adjudged against
 him in said Court then the above obligation to be void else
 remain in full force and virtue. Thomas Whitworth
 John Maxwell Clerk Alexander Hamilton

Order of Circuit February Term 1841

This day came the defendant by his attorney into
 open Court and presented his petition therein sheweth
 praying writs of Certiorari and Supersedeas which
 to him are granted upon his giving bond and
 security as the law directs -

October Term 1841

This day came the defendant by attorney and the plaintiffs being solemnly called to come into court and prosecute his suit against the defendant came not but made default. It is therefore considered by the Court that the defendant of lines without day and answer of the plaintiffs his costs by him about his defence in this behalf expended.

Robert S. Middle
vs
Thomas Maxwell

Certiorari

State of Tennessee } To the honorable Circuit Judges of
Carroll County } the Circuit Court of the fourth Judicial
Circuit in said State. The petition of Thomas Maxwell
shows to your honor that Robert S. Middle obtained two
judgments against William Morris Esq. Patrick Pool
Esq. of said County and for the sum of the other for ten
dollars besides costs. Executions were issued on said
judgments and laid upon the property of said Morris & son
petitioner executed a bond for the delivery of the property
on the day appointed for the sale of the same attended for the
purpose of delivering the property but Thomas H. Morris
the Constable who had the executions and took the bonds
made some arrangement with Morris by which it was
agreed that the sale should be disappointed as petitioner
understood it and the property was not delivered at the
time. Said bond therefore said Morris made an offer
to pay upon the property of Morris and petitioner because
the security in another delivery bond and on the day
of sale attended and delivered all the property specified
therein and part of the property was sold and part was
not sold. Petitioner states that the first bond as he
is informed and believes is a nullity, the amount of
the executions are not paid and he now asks are they
debent, no any manner whatever except that it is
stated that Robert S. Middle Crawford Morris & Laughton
James W. Morris & others have executions against said Morris
which he the said Thomas H. Morris Constable has levied
amounting to more than hundred dollars, not specifying how
much each execution is for not understanding all which an
execution has been raised against petitioner and
laid upon his property. He prays writ of certiorari and
superioritas that said executions may be quashed this
is the first application for superioritas as injunctive in
this case. Thomas Maxwell
Seems to and Subscribed this 13th day of February
1841. Patrick Pool (M)

to the clerk of the court and sent. Your writ of certiorari
& superioritas as above prayed are returned giving bond
& security according to law given under my hand at Shelby
this 19th Feb. 1841. J. H. Alexander Judge of said Court
Filed in my office 19th Feb. 1841. J. H. Alexander clerk

Now all men by these presents that we Thomas Maxwell and
Cornelius Maxwell one wife and jointly bound unto Robert S.
Middle in the sum of two hundred dollars which payment
well and truly to be made and done we bind ourselves and
heirs Executors and Administrators jointly and severally by these
presents sealed with our seals and dated this 19th day of February
1841. The condition of the above obligation is such that whereas
the above bound Thomas Maxwell hath prayed for and obtained
writ of certiorari and superioritas to remove two judgments
which the above named Robert S. Middle recovered against
said Patrick Pool Esq. for about the sum of twenty dollars
in to the Circuit Court of Carroll County near up the said
Thomas Maxwell shall well and truly performe his said
duty of certiorari with effect as in case he fail therein
that he pay and satisfy the judgments and whatever
costs and damages may be adjudged against him in
said Court thus the above obligation to be void else
remains in full force and virtue. Thomas Maxwell (M)
Cornelius Maxwell (M)

Order of Record Feb. Term 1841

and answer of the plaintiffs attorney as the law directs
in this case to show cause why the defendants petition
shall be dismissed in this case wherefore said writ
being answered by counsel on both sides and the
law deliberated thereupon being read by the Court it
is considered by the Court that said writ be dismissed.

October Term 1841

This day came the defendant by his attorney and
the plaintiffs being solemnly called to come into court
and prosecute his suit against the defendant came
not but made default. It is therefore considered by
the Court that the defendant go hence through without
day and answer of the plaintiffs the costs herein
expended.

J. H. Alexander
vs
Rough H. Armstrong

Certiorari

To the Honorable the Judges of the fourth Judicial
Circuit Tennessee. The petition of Rough H. Armstrong
states some time in December 1839. J. H. Alexander

received a Judgment against James Armstrong before a Justice of the Peace for Quarter County for Twelve dollars Eighty five Cents besides Costs that bears date Jan'y an 1880. He was applied to to stay said Judgment that Justice an order to the Justice Thomas Butler to put his name as stay taking as it was so represented that the Judgment was for four dollars he states that his name was put as stay to a Judgment which had been rendered two or three months which he is informed is void in law and also a Judgment larger than was contemplated he states that James Armstrong as he would pay it rather than go to law but since being demanded he cannot do so as he believes he is not bound in law to pay it that the Judgment was rendered more than twelve months before execution was taken out and then without being ordered and is therefore void and is now pressing upon him he prays a Certificate and Supersedeas to bring some execution into the Circuit Court to be quashed this being the first application in this Cause as he will ever pray
 James Armstrong Sept 1881 Hugh H. Armstrong
 John H. Armstrong

These all read by their presents that we Hugh H. Armstrong & H. S. Muddle are held and firmly bound unto said Alexander in the sum of fifty dollars which payment well and truly to be made and done we bind ourselves and heirs Executors as administrators jointly and severally jointly by these presents sealed with our seals and dated this 29th day of June 1881. The condition of the above obligation is such that whereas the above bound Hugh H. Armstrong hath prayed for and obtained writs of Certificate and Supersedeas to remove a Judgment which the above named J. W. Alexander returned against him before the above Thomas Butler Esq for the sum of Twelve dollars Eighty five Cents besides Costs into the Circuit Court of Quarter County now of the said Hugh H. Armstrong shall well and truly presents his said writ of Certificate with effect as in law he find them that he pay and satisfy the Judgment and whatever damages and Costs may be adjudged against him there by said Court then the above obligation to be void else remain in full force and virtue
 Hugh H. Armstrong
 H. S. Muddle

Order of Return July Term 1881

This day came the defendant in open Court and presented his petition therein praying writ of Certificate & Supersedeas which to him is granted upon his giving bond & security as the law direct

June Term 1881

An motion of the plaintiffs attorney as rule is entered in this Cause to show Cause why the defendants petition shall be dismissed whereupon said rule being argued by Counsel on both sides and reasons deliberations thereupon being had by the Court It is considered by the Court that said rule be dismissed

October Term 1881

An motion of the plaintiffs attorney and for reasons appearing to the Court the defendants petition in this Cause is dismissed It is therefore considered by the Court that the plaintiffs recover of the defendant the Cost herein expended

The President and Directors of the Bank of Liverpool
 vs
 William Thompson John Madhain and Sarah Madhain
 Debt of Liverpool

To the Sheriff of Quarter County Gretna. You are hereby commanded to summon William Thompson John Madhain and Sarah Madhain to appear before the Honorable Circuit Court at the Court house in Liverpool on the 30th Monday in October next then and there to answer the president and Directors of the Bank of Liverpool upon a bill that they render unto them the sum of five hundred dollars which to them they owe and given this unjustly claim to their damages fifty dollar paid not have thus that this writ return James Maxwell Clerk of said Court at office the 24th Monday in June 1881
 James Maxwell Clerk

I do acknowledge and take to and stand liable to Mr Thompson John Madhain and Sarah Madhain in the sum of one hundred dollars to be paid and condition that the above named plaintiffs shall prove unto an action of Debt this day commenced by them against the said defendants in the Circuit Court of Quarter County as in case they find therein that they shall pay all Costs that may be adjudged against them in said suit Given under our hands and seals this 30th Sept. 1881
 William H. Goddard Clerk

Sub 20th Sept 1881. Entered in full 25th September 1881
 W. H. Goddard Clerk

Received \$100 Liverpool February 27th 1881
 Two months after date I promise to pay to the Order of John Madhain one hundred dollars for value received payable at the Branch of the Bank of Liverpool at Spena
 Test H. S. Muddle
 Endorsed John Madhain Sarah Madhain
 William Thompson
 Liverpool

State of Tennessee 3. Before the Court of the Circuit Court 1841
 Carter County 3. The President and Directors of the Bank
 of Liverpool by all Complainers of William Thompson John
 Madkins & Sarah Martha Thompson &c of a plea of Debt
 that they rendered unto them the sum of one hundred dollars
 which to the plaintiffs they owe and from them unjustly
 detain. For that the said William Thompson and the 27th
 day of February 1841 by his certain promissory note signed
 with his own proper hands and here now to the Court shown
 promised his month after date to pay to the order of
 John Madkins and hundred dollars at the Branch of the
 Bank of Liverpool at Sparta for Value Received and the
 said John Madkins by his certain endorsement thereof
 these words and signed by his proper hands upon the back
 of said promissory note (here now to the Court shown)
 endorsed the same to the said Sarah Martha and the
 said Sarah Martha then and there by her certain
 endorsement made and signed with her proper hands upon
 the back of said promissory note (here to the Court shown)
 endorsed the same to plaintiffs and the plaintiffs aver that
 said promissory note was on the 30th day of August 1841
 presented at the Branch of the Bank of Liverpool at Sparta
 and payment there and there demanded of A. L. Davis
 Cashier of said Bank, who then and there refused to
 pay the same and that the said promissory note was
 then and there protested by Isaac G. Mitchell Notary
 public of White County for non payment of which the
 said Defendants have since notice by reason whereof the
 said Defendants became liable and bound to pay the
 plaintiffs the said sum of one hundred dollars with the
 cost of Suit. Yet the said Defendants though often
 requested to do so have not as yet paid the plaintiffs the
 said sum of money and cost of protest as any part
 thereof but to pay the same have hitherto wholly failed
 and refused and still fail and refuse to do to the
 plaintiffs damage fifty dollars and therefore they sue.

Before the Court of the Circuit Court
 And the Defendants by Attorney James and defend
 the Writ, saying that and for plea say the plaintiffs claim
 because they say the have well and truly paid the Debt
 as the plaintiffs Declaration avers and of this they
 put themselves upon the Country. Richardson att for Defs.
 And the plaintiffs likewise. Before the Court of the Circuit Court
 Order of the Court July Term 1842

By Court of the Circuit Court and the
 Defendant William Thompson and avers the payment of the Debt
 to the Court by the Court that the plaintiffs recover of the de
 fendant the cost herein expended and judgment as aforesaid

The President and Directors of the Bank of Liverpool
 vs 3. In Debt
 William Carr Thomas Maxwell and James A. Richardson
 State of Tennessee

to the Sheriff of Carter County Greeting: You are hereby commanded
 to summon William Carr, Thomas Maxwell and James A. Richardson
 to appear before the honorable Circuit Court at the Court house in
 Livingston on the 4th Monday in October next there and there to
 answer the President and Directors of the Bank of Liverpool
 of a plea of Debt that they rendered unto them the sum of three
 hundred and fifty dollars to them they owe and from them
 unjustly detain to their damage and hundred dollars and not
 have thus the said William Carr, Thomas Maxwell &c &c
 since Court at Office the 4th Monday in June 1841

James Maxwell &c

I acknowledge myself to owe and stand indebted to the above
 defendants in the sum of one hundred dollars to the said and
 condition that the Bank of Liverpool shall prosecute the above
 suit with effect as in law they feel them that they pay all
 costs and damages that may be adjudged against them the said
 I give under my hand and seal this 3rd day of July 1841

James Maxwell &c

3rd 3rd July 1841. Came to Court on Tuesday. Spent several days
 E. W. 9th Oct. 1841

Livingston August 6th 1841

3rd 3rd Six months after date I promise to pay to the order
 of Thomas Maxwell three hundred and fifty dollars for
 Value received payable at the Branch Bank of Liverpool
 at Sparta

William Carr

Attest A. S. Mitchell

Witnesses: Thomas Maxwell

James A. Richardson

State of Tennessee 3. Oct. Term 1841
 Carter County 3.

The President and Directors of the
 Bank of Liverpool Complainers of William Carr Thomas Maxwell
 and James A. Richardson Defendants &c of a plea of Debt that they
 rendered unto them three hundred and fifty dollars which
 they owe and unjustly detain. For that on the 6th day of
 August 1840 in the State and County aforesaid the said William
 Carr by his certain promissory note signed with his proper
 hands and here to the Court shown six months after date
 promised to pay to the order of the said Thomas Maxwell
 said sum of three hundred and fifty dollars at the Branch of
 the Bank of Liverpool at Sparta which being then delivered
 the said Plaintiff Maxwell &c by his certain endorsement upon
 the back of the said promissory note then and there signed
 with his proper hands endorsed the same to the said James

A Richard which is due to the Court shown and the said James A. Richard then and there by his certain writing signed with his hand upon the back of said promissory note due to the Court shown enclosed the same to the plaintiffs and the plaintiffs avers that on the 9th of February 1841 that the said note was then presented at the branch of the Bank of Newport at Sparta and fragments thereof demanded and refused and that the said promissory note was then and there protested for non payment by James G. Mitchell Notary public for White County of all which the said defts. had due notice by reason whereof and actions have accrued to recover said sum of three hundred and fifty dollars with cost of protest yet the said defts. through others requested have not as yet paid the plaintiffs the said sum of \$350 dollars and cost of protest as any part thereof but to pay the said have withheld wholly paid and refused and shall pay and respect to the plaintiffs damages \$100 and therefore they sue

Verdict \$100

And the defendants come and say they have well and truly paid the debt in the declaration and that they are ready to verify the

A. Lee Clerk

Replication & Answer Motions and attorney for plaintiffs

Order of Record February Term 1842

This day came the parties by their attorneys and there came also a Jury of good and lawful men to wit Benjamin Flowers William H. Harrison Nicholas Mullins Rufus Kentley Samuel W. Matthews John H. Smith John H. Maxwell John H. Good George W. Robinson James W. May Benjamin Nathan and James H. Campbell who being placed under oath and sworn the truth to speak upon the Special venire upon their oath do say that they find the sum due to the plaintiffs and its costs the plaintiffs damages as claimed by the declaration of this debt to be twenty four dollars and twenty eight cents besides costs of suit it is therefore ordered by the Court that the plaintiffs recover of the defendants the sum of three hundred and fifty dollars the debt in the plaintiffs declaration mentioned together with the damages aforesaid as found aforesaid and also the costs herein expended.

Elijah Davis 5
George Cain 3
Appeal

State of Tennessee To any lawful attorney or attorneys
County of Davidson George Cain to appear before some
Justices of the peace for said County to answer Elijah

Davis of a plea of Assumpsit for moneys paid and received
sum under fifty dollars given under my hand and seal this 16th
Sept 1840
Presented for trial on the 6th March 1841 before Esqr. Goodpasture
Thos. H. Hamilton

I give Judgment in this case for the plaintiff against the
defendant for thirty five dollars and ninety five cents and costs the
1st day of May 1841
N. H. Goodpasture Esq.

The said sum due to Elijah Davis is the sum of thirty five
dollars to be paid up George Cain who has the day appeared to
the said sum of the Court but for said County from a
Judgment of N. H. Goodpasture a Justice of said County in
favour of Elijah Davis against for thirty five dollars and
ninety five cents shall prosecute said appeal successfullly
as in case of failure shall comply with and perform
the Judgment of said Court this 3rd day of May 1841
George Cain
Harrison H. Allen (Clerk)

Order of Record June Term 1841

and motion of the defendants attorney a return entered in this
Cause requiring the plaintiffs to give security for the prosecution
of this suit.

By consent of the parties by their attorneys a Rule is the
trial of this Cause is continued until the next Term of the
Court and the Rule entered in this Cause is as for the
day of this Term requiring the plaintiffs to give security for
the prosecution of this suit is continued until the next
Term of this Court.

October Term 1841

By Consent this suit is continued until the next Term
of this Court.

and motion of the defendants attorney a Rule is entered
in this Cause requiring the defendants to give security for
the prosecution of this suit now before the second day
of the next Term of this Court.

February Term 1842

This day came the parties by their attorneys and there
came also a Jury of good and lawful men to wit
Alfred Tate Nicholas H. Harrison Benjamin Flowers
Nicholas Mullins Rufus Kentley Samuel W. Matthews John H.
Smith George Robinson John H. Maxwell John H. Good
Thompson H. Good and Percy H. Allen who being placed
under oath and sworn well and truly to try the matter of
Controversy between the parties upon their oath do say
that they find the matter is due to the plaintiff and that the Judgment of the Justice of
the peace in this Cause for thirty five dollars and
ninety five cents is correct and they affirm it. It is

therefore considered by the Court that the plaintiffs recover of the defendant by this writ the sum of thirty five dollars and twenty five cents with the further sum of three dollars and fifty six cents being twelve percent interest on said judgment from the 1st day of May 1841 when it was rendered until this day and also the costs herein expended.

The President and Directors of the Bank of Tennessee
vs
Thomas H. McDevitt, Alfred Tate & William McDevitt
State of Tennessee

To the Sheriff of Davidson County Greeting, Summon Thomas H. McDevitt, Alfred Tate and William McDevitt to appear before the Honorable Circuit Court at the Court house in Livingston on the 1st Wednesday in October next then and there to answer the President and Directors of the Bank of Tennessee of a plea that they render unto them the sum of One hundred dollars which to them they owe and find them unjustly detain to their damages fifty dollars. He and said not have there this writ of Habeas Corpus. Maxwell Clerk of said Court at Office the 1st Wednesday in June 1841

James Maxwell Clerk
We acknowledge ourselves to owe and stand indebted to Thomas H. McDevitt, Alfred Tate & William McDevitt in the sum of One hundred dollars to be paid and collected. That the President and Directors of the Bank of Tennessee by their and the Circuit Court of Davidson County against the Defendants as in case they find therein that they satisfy all bills that may be adjudged against them therein. Given under my hand and seal this 7th day of October 1841.

Richard Nelson and John L. Goodall Esq

Sp. 7th Oct. 1841. Came to hand James Maxwell Clerk of said Court and Thos. H. McDevitt 15th Oct. 41 William McDevitt not found.

W. P. Goodall Esq
Sp. 10th of March 1841. Six months after date I promise to pay to the order of Alfred Tate two hundred dollars for value received payable at the Branch Bank of Tennessee at Sparta. Thos. H. McDevitt
Alfred Tate James Maxwell Clerk

State of Tennessee }
Davidson County }
The President and Directors of the Bank of Tennessee by attorney complains of Thomas H. McDevitt and Alfred Tate summoned &c. of a plea of Debt that they render unto plaintiffs the sum of One

hundred dollars which to them they owe and from them unjustly detain. For that on the 20th day of March 1841 the said Thomas H. McDevitt by his certain promissory note signed with his own proper hand and here now to the Court shown promised six months after date (meaning six months after the date thereof) to pay to the order of Alfred Tate one hundred dollars for value received payable at the Branch Bank of Tennessee at Sparta and the said Alfred Tate by his certain endorsement thereon there made and signed with his proper hand upon the back of said promissory note (here to the Court shown) endorsed the same to the plaintiffs and the plaintiffs aver that the said promissory note was on the 25th day of September 1841 presented at the Branch of the Bank of Tennessee at Sparta and payment there and there demanded of A. S. Davis Cashier of said Bank who then and there refused to pay the same and that the said promissory note was then and there protested by James G. McDevitt, notary public of White County for non payment of all which the defendants had due notice by reason whereof the said defendants became liable and bound to pay the plaintiffs the said sum of One hundred dollars with cost of Protest. And the said defendants thought often requested to do these not as yet paid the plaintiffs said sum of money with cost of Protest as any part thereof but to pay the same have hitherto wholly refused and refused and still refuse and refuse to the plaintiffs damages fifty dollars and therefore they sue.

Richard Nelson and John L. Goodall Esq
And the defendants come and say other sum is owed they say they have well and truly paid the debt in relation her mentioned and this they pray may be regarded of by the Court.

And the plaintiffs likewise Richard Nelson and John L. Goodall Esq
Order of the Court February Term 1842

This day came the parties by their attorneys and there came also a jury of good and lawful men to wit Benjamin Flowers William McDevitt John L. Goodall John H. Russell Henry James McDevitt John L. Goodall George McDevitt John H. Russell John L. Goodall James H. Goodall who being sworn and sworn the truth to speak upon the issue found upon this writ to say that they find the issue for the plaintiffs and do assess the plaintiffs damages as returned by the detention of their debt to Four dollars and twenty cents besides cost of suit. It is therefore considered by the Court that the plaintiffs recover of the

defendant, the sum of one hundred dollars the debt in the plaintiff's declaration mentioned together with their damages as aforesaid in fees as aforesaid offered and also the costs herein expended.

Reverend S. Spelman & Ignace S. Charny Executors of
Thomas Glens deceased

vs
In Case

Robert S. Minnells

State of Lumpkin } To the Sheriff of said County,
Barrow County } Summons Robert S. Minnells to
appear before the Judge of the Circuit Court at the Court
house in Livingston on the 10th Monday of October next
and then to answer Reverend S. Spelman and Ignace
S. Charny Executors of Thomas Glens deceased of a plea
of Trespass and the case to their damages five hundred
dollars have you then their writ libtys James
Maxwell Clerk of said Court at Office the 10th Monday
of June 1841

Spd 13th August 1841, Executed 25th August 1841

W. D. Goodland Clk

State of Lumpkin } October Term 1841
Barrow County } Reverend S. Spelman & Ignace S. Charny
Executors of Thomas Glens deceased by attorney Crompton
of Robert S. Minnells in Court by summons to appear of
Trespass and the case to their damages &c. For that on the
day of 1840 in the County of Barrow the said defendant
was indebted to the plaintiff's executors as aforesaid in the
sum of sixty five dollars for so much money and Bank
notes before that time had and requested by the defend-
ant to the use of the plaintiff's executors as aforesaid and
being so indebted the said defendant then and there
promised to pay said sum of money when three months after
months requested, now the plaintiff's executors claim that the defendant
though often requested hath not performed judgment on that
he was promised and notwithstanding so much as aforesaid
by the payment of said sum of money but to keep and
perform the said debt to the plaintiff's executors and refuses
and still holds and refuses to the plaintiff's damages \$100.
therefore he sues

A. Cullens attor.

And the defendant by attorney Crompton and the money
was being when the said 10th and for the plaintiff's
debtors he said he says he did not undertake and
offer of new himself in answer and from as the plaintiff's
is thus declared both at law and of this he puts
himself upon the Country. Re. Cullens attor.

And the plaintiff's attorney

A. Cullens attor

Order of New February Term 1842

This day came the parties by their attorneys and the defendant
with the aid of the Court without any plea but the plaintiff's
by him in this Court and says that the plaintiff's has sustained
damages by accident thereof to twenty two dollars and sixty
cents besides costs of suit It is therefore considered by the Court that
the plaintiff's recover against the defendant their damages as
aforesaid and also the costs herein expended

William Holman

vs

In Case

James H. Johnson

State of Lumpkin } To the Sheriff of said County Summons James
Barrow County } H. Johnson before the Honorable Judge of the
Circuit Court at the Court house in Livingston on the 10th Monday
of June next and then to answer William Holman of a
plea of Trespass and the case to his damages \$150. have you
then their writ libtys James Maxwell Clerk of said Court
at Office the 10th Monday of February 1841

Spd 20th Feb 1841, Executed 25th March 1841

James Maxwell Clk

W. D. Goodland Clk

Order of New February Term 1842

This day came the plaintiff by his attorney and the defendant
by his and says the defendant is indebted to the plaintiff
It is therefore considered by the Court that the defendant
go hence thereof without any plea and that the plaintiff's
pay the costs herein expended

William Holman & James H. Johnson Administrators of
Samuel Hardy's Estate

vs

In Case

John Wallis

State of Lumpkin } To the Honorable Judge of the Circuit Court
Barrow County } Two of the Justices of the Peace for
said County your petition John Wallis would respectfully
represent to your Honors that a Judgment was rendered
against him in favor of Wm Hardy and H. H. Langford
administrators of the Estate of Samuel Hardy deceased
on the 6th day of instant by and David Maxwell Esq.
for \$4.15 your petition would have appealed himself
said judgment but he was prevented by not know-
ing whether he had availed the Judgment or not to
show your Honors that great injustice has been done
him and that the merits of this Cause are well known
your petition would further state that he thinks that

his law against some of the cardines that was given in the
 Case wherefore your Petitioner considers himself injured
 and aggrieved and prays your Worship to order writs
 of certiorari and supercedas to issue to remove the
 proceedings in said Cause into the Circuit Court of said
 County at its next Term that a new trial may be had
 and Justice done your Petitioner and that all further
 proceedings in said Cause may in the mean time be
 stayed and suspended this is the first application
 for a supercedas in this Case this 23rd day of December 1841

State of Tennessee }
 Davidson County }
 Paul a Justice of the peace of said County John Wallis
 against the foregoing petition and reads and in due
 form of law that the facts stated in the foregoing petition
 by him is true to the best of his knowledge known to
 and subscribed this 23rd day of December 1841

Patrick Pool SR
 Clerk of the Circuit Court for Davidson County will let
 writs of certiorari and supercedas issue according to the
 prayer of the foregoing petition upon his giving bond and
 security as the law directs

Notaried Copeland SR
 Know all men by these presents that we John Wallis
 and George Lewis did enter and jointly turned into William
 Hendry and Rufus H Langford SR of said County
 and in the sum of Fifty dollars which payment well
 and truly he made and done we said Justices our
 heirs executors or administrators jointly and severally
 by these presents sealed with our seals and dated this
 23rd day of December 1841. This Condition of the above
 obligation is such that whereas the above named John
 Wallis hath prayed for and obtained writs of
 certiorari and supercedas to remove a Judgment
 made the above named Hendry & Langford SR recovered
 against him by James Maxwell Esquire for the sum
 of four dollars and seventy five Cts. out into the
 Circuit Court of Davidson County now of the said John
 Wallis that well and truly presents his said writs of
 certiorari and supercedas as in and to said writs that
 he satisfy the Judgment and whatever costs and damages
 may be adjudged against him in said Court then the
 above obligation to his said law remains in full force
 and virtue

Order of New February Term 1842

one motion of the plaintiffs attorney a rule is entered in
 the Cause to show Cause why the defendants petition

shall be dismissed. Whereas said rule being argued by Counsel and
 mature deliberation thereupon being had by the Court it is ordered
 by the Court that said rule be sustained and that the plaintiffs
 recover of the defendant together with George Lewis his security for
 the prosecution of the writ of certiorari in this Cause the costs
 herein expended;

The President & Directors of the Bank of Tennessee
 vs J. W. Wallis

Thomas H. Allen William Lewis John Lewis & Isaac Lewis
 State of Tennessee

To the Sheriff of Davidson County Greeting: You are hereby com-
 manded to summon Thomas H. Allen John Lewis William
 Lewis and Isaac Lewis to appear before the Honorable Court
 and at the Court house in Nashville on the 10th day of October
 next then and there to answer the President & Directors
 of the Bank of Tennessee of a plea that they rendered unto them
 the sum of one hundred and seventy dollars which to them
 they and each of them lawfully claim to their damage
 fifty dollars therein paid not and have given them and that
 this writ whereof James Maxwell Clerk of said Court at respect
 the 2nd Monday in June 1841 James Maxwell Clerk
 acknowledged and return to me and stand indebted to them
 Allen John Lewis William Lewis & Isaac Lewis in the sum of five hundred
 dollars to be bond and condition that the President and Directors
 of the Bank of Tennessee present an action of debt with effect
 this day commencing by them in the Circuit Court of Davidson
 County against the said Thomas H. Allen John Lewis William Lewis &
 Isaac Lewis in or Case then find them that they satisfy and
 pay all costs and damages that may be adjudged against
 them therein by said Court Given under my hand and seal
 this 7th day of October 1841

James Maxwell Clerk
 1841. Came to hand same day James Maxwell
 as true this 10th October 1841
 J. H. Wallis SR

Livingston March 22nd 1841
 I do hereby certify that I provided to pay John Lewis as
 ordered at the Branch Bank of Tennessee at Spartan and
 hundred and seventy dollars for value received

C. M. Allen
 and Isaac Lewis of the Bank of Tennessee
 State of Tennessee October Term of the Circuit Court of
 Davidson County The President and Directors of the
 Bank of Tennessee by the Complaint of Thomas H. Allen
 John Lewis William Lewis and Isaac Lewis returned to of
 a plea of debt that they rendered unto them the sum of
 one hundred and seventy dollars which they and each
 of them lawfully claim for that the said Thomas H. Allen by
 motion and description of Thomas H. Allen on the 23rd day of

March 1841 by his certain promissory note in writing signed with his own proper hand and hereunto to the Court shown pronounced two months after date (meaning and amount of the date thereof) to pay to the order of John Lord at the Branch Bank of Liverpool at Sparta one hundred and seventy dollars for value received and the said John Lord by his certain endorsement thereon and thereunto made and signed with his proper hand upon the back of said promissory note hereunto to the Court shown endorsed the same to the said Joseph Fox Williams Lord and the said Williams Lord by means of said Fox Lord thereunto and then by his certain endorsement made and signed with his proper hand upon the back of said promissory note hereunto to the Court shown endorsed the same to the said Isaac Lord and the said Isaac Lord thereunto and then by his certain endorsement made and signed by him and proper hand made upon the back of said promissory note hereunto to the Court shown endorsed the same to the plaintiffs and the plaintiffs and that the said promissory note was on the 25th day of September 1841 presented at the branch of the bank of Liverpool at Sparta and payment thereof there and there demanded of J. L. Davis Cashier of said bank to who then and there refused to pay the same and that the said promissory note was thereunto and there protested by John G. Mitchell notary public for White County for non payment of all which the said defendants had due notice by reason whereof the said defendants became liable and bound to pay the plaintiffs the said sum of one hundred and seventy dollars with costs of protest yet the said defendants though often requested to do so have not as yet paid the plaintiffs said sum of money with the costs of protest as any part thereof but to pay the said sum have hitherto wholly failed and refused and still fail and refuse to the plaintiffs damages fifty dollars and therefore they sue

And the defendants Counsel say they have well and truly paid the debt as the declaration mentioned and thus they are ready to verify
Deft. attorns J. J. Spivey Nicholas Goodall atty for Bank
Order of Record February Term 1842
This day came the parties by their attorneys and there came also one day of grace and lawfully came to Mr. Benjamin Schow Williams the Respondent Nicholas Mathias the said Justice James Marshall John F. Lewis John Maxwell John F. R. Lord George A. Christman George N. May Benjamin Mathias and James A. Copeland who being called and sworn the Court to speak upon the issue joined upon their oath to say that they find the issue for the plaintiffs and do assess the plaintiffs damages as contained by the declaration of

their debt to six dollars and forty two cents besides costs of suit it is therefore considered by the Court that the plaintiffs recover of the defendants the sum of one hundred and seventy dollars the debt in the plaintiffs declaration mentioned together with their damages assessed in form of record assessed and also the costs having expended.

The President & Directors of the Bank of Liverpool

vs 3 In Debt

Mark Copeland and James Copeland and Jefferson Copeland
State of Tennessee

To the Sheriff of Hawkins County Greeting. You are hereby commanded to summons Mark Copeland James Copeland and Jefferson Copeland to appear before the Honorable Circuit Court at the Court House in Kingsport on the 20th Monday in October next there and then to answer the president and directors of the Bank of Liverpool or to file a bond that they render unto them the sum of one hundred and fifty dollars which to them they owe and provide them unjustly detained to their damages fifty dollars find not liable thereunto that John Maxwell James Maxwell Clerk of said Court at office this 20th Monday in June 1841 James Maxwell Clerk

Now acknowledged and subscribed to and sealed and delivered to Mark Copeland James Copeland and Jefferson Copeland in the sum of one hundred dollars to be paid on condition that the President and Directors of the Bank of Liverpool present as a bond of said debt with effect this day announced in the Circuit Court of Hawkins County against the said Mark Copeland Order as is case they find thereunto that they pay all costs and damages that may be adjudged against them thereunto in said Court to be under and bonds and seals this 20th Sept 1841

John V. Goodall for
Sept 20th Sept 1841. Came to hand 20th Sept 1841. Executed in full 22nd Oct 1841
J. V. Goodall Sigs

\$150. Livingston 13th Feb. 1841. Six months after date
promised to pay to the order of James Copeland and his heirs and assigns fifty dollars for value received payable at the Branch Bank of Liverpool at Sparta
Mark Copeland

Endorsed James Copeland Jefferson Copeland
State of Tennessee October Term of the Circuit Court 1841
Hawkins County The President and Directors of the Bank of Liverpool by Attorney Copeland of Mark Copeland James Copeland and Jefferson Copeland, summond &c. as follows
Said that they render unto them the sum of one hundred and fifty dollars which they owe and unjustly detain for that the said Mark Copeland on the 13th day of February 1841 by his certain promissory note signed with his own proper hand and hereunto to the Court presented two months after date to pay to the order of James Copeland and his heirs

1841 presented at the Branch of the Bank of Liverpool at Sparta and payment there and there demanded of A. L. Davis cashier of said Bank, who then and there refused to pay the same and that the said promissory note was then and there protected by John G. McCall for non payment of all which the said defendants had due, notice by reason whereof the said defendants became liable and bound to pay the plaintiffs the sum of one hundred dollars with the legal interest, yet the said defendants though often requested to do the same and as yet failed the plaintiffs the said sum of money and the costs of suit as any part thereof but to do the same have been wholly failed and refused and still fail and refuse to the plaintiffs damage fifty dollars and therefore they sue Nelson & Goodall atty for the Bank and the defendants say they have will and truly paid the debt as the Declaration mentioned and this they swear by to Verdy A. Bullard

Repleaders & Spced Nelson & Goodall
 Order of Record February Term 1842

This day came the parties by their attorneys and there came also a Jury of good and lawful men to wit Benjamin Flowers, William H. Harris, Nicholas Mullins, Rufus F. L. J. James, W. Mullins, John S. Smith, John W. Maxwell, John S. L. Good, George W. Adams, Isaac H. New, Sam and Walter and James M. Copeland who being sworn to do and sworn the truth to speak upon the issue joined upon their oath do say that they find the issue for the plaintiffs and do assess the plaintiffs damages according to the Declaration of that debt to five dollars and five cents various costs of suit, it is therefore considered by the Court that the plaintiffs recovery of the debt and the sum of one hundred dollars the debt as the plaintiffs Declaration mentioned together with their damages expenses and fees as aforesaid agreed and also the costs herein expended.

George W. Christians, Administrator of Moses Fisk Decd
 vs
 John B. McCall

Abraham Carothers and John B. McCall
 State of Tennessee

To the Sheriff of Carter County, Tennessee, Abraham Carothers and John B. McCall to appear before the Judges of the Circuit Court at the Court house in Livingston and the 4th Monday of October next filed and there to answer George W. Christians, Administrator of Moses Fisk Decd of Debt of \$1000 which process they return to his damages of \$200, having then this writ return James H. Maxwell Clerk of said Court at Office the 4th Monday of June 1841 James Maxwell

Spced 29th June 1841. Came to hand 29th June 1841.

Executed as Carothers 1st July 1841 and McCall 3rd July 1841

N. B. Goodall atty

Two years after date we promise to pay the said Fisk one hundred dollars for value received of him. Witness our hands and seals this 26th day of September 1836
 M. Carothers Clerk
 J. B. McCall Clerk

1836
 Geo. W. Christians for Plaintiff

State of Tennessee

Carter County 3rd October Term 1841

George W. Christians, Administrator of Moses Fisk deceased by attorney complains of Abraham Carothers and John B. McCall of said place of Debt of \$1000 which from him they unjustly detain to his damage &c. For that on the 26th Sept 1836 in this County appeared the said defendants by their writing Allegatory of that date here shown of the Court process Two years after the date of said bond to pay to Moses Fisk \$1000 for value received. And afterwards on the day of the said Moses Fisk departed this life intestate and Administration upon his estate was awarded to the plaintiff let us whom and heretofore shown to the Court. And the plaintiff avers that the defendants did not pay to said deceased in his lifetime and to him since his death two years after the date of said bond said sum of \$1000 but to pay the same though often requested the defendants have hitherto wholly failed and refused to the plaintiffs damages \$200 therefor the sum

And the defendants by attorney Carothers and McCall do not file and say the plaintiff has no better process against them because they say they have will and truly paid the debt as the Declaration mentioned and of this they put their oaths upon the Court

and the plaintiff likewise (Nelson & Goodall atty)

Order of Record February Term 1842

This day came the parties by their attorneys and the defendants with the approval of the Court withdrew their plea and filed a plea by them in this cause and say they cannot give up the plaintiffs right of action against them. It is therefore ordered by the Court that the plaintiff recover of the defendants the sum of one hundred dollars the debt as the plaintiffs Declaration mentioned together with the further sum of one hundred and twenty three dollars and twenty cents damages according to the Declaration of his debt and also the costs herein expended and the plaintiff agrees to receive all the said claims against the estate of the said Moses Fisk and which the defendants may present to the plaintiff and put to the judgment of the Court.

William M. Goodall
 vs
 John McCall

State of Tennessee

To the Sheriff of Carter County, Tennessee, John McCall to appear before the Judges of the Circuit Court at the Court house in Livingston

in Livingston on the fourth Monday of October next was
 then and there to answer William M. Goodhue of a plea of
 Debt of \$671.47 which to him he owes and from him
 he claims to his damage \$100. have you then there the
 Just. Mearns James Brewster Clerk of said Court at office
 the 10th day of June 1841

James Maxwell
 A. C. Goodhue

Spd 14th Oct. 1841 Came to hand same day Spd
 Executed this 15th October 1841. W. M. Goodhue Shff

State of New York

Oran. Co. County October Term 1841

William M. Goodhue by attorney Complain of John Mergold
 in Court by summons of a plea of Debt of \$671.47 which to
 him he owes and from him he claims to his damage \$100. that on the
 21st July 1840 in the County aforesaid the defendant by his
 Writing Obligatory signed by him of that date have shown
 to the Court