CENTER TWP JP

Danville Augst 12th 1856

$17,75 Rec^{d} of Thomas Nichols Secretary of Western Star Lodge No 26 Seventeen dollars & ~~Seventy~~ five cents in Lodge dues

William Bish^{p} Treas^{r}

$4,25 Rec^{d} of O.H. Hill Secretary Pro tem of Western Star Lodge No 26 four dollars and twenty five cents Lodge dues Rec^{d} Augst 19th 1856 Augst 19th 1856

William Bish^{p}

$6,75 Rec^{d} of John Witherow Sec^{y} Pro tem of Western Star Lodge ~~Seventy five cents~~ dues Rec^{d} Sept 9th 1856 October 7th 1856

William Bish^{p}

$15,57½

Received of B. Bartholomew Sec^{y} Pro tem of Western Star Lodge No 26 Lodge dues four fifty and Rents Eleven making in all fifteen dollars & fifty cents October 7th 1856

William Bish^{p}

$6,50 Rec^{d} of Thomas Nichols Secretary of Western Star Lodge No 26 Six dollars and fifty cents Lodge dues Rec^{d} Nov 10th 1856 Dec^{r} 8th 1856

William Bish^{p}

$22,00 Rec^{d} of Thomas Nichols Secretary of Western Star Lodge No 26 twenty two dollars Lodge dues Rec^{d} Dec^{r} 8th 1856 Dec^{r} 8th 1856

William Bish^{p}

#29.75

Rec'd of Thomas Nichols secretary of Western Star Lodge No 26 twenty nine dollars & seventy five cents dues & one Initiation fee & four dollars Rent of Mrs Kimpton Jan'y 6th 1856 — William Bishop

#6.75

Rec'd of Thomas Nichols secretary of Western Star Lodge No 26, Six dollars and seventy five cents Lodge dues R'd Feb'y 3rd 1857 —

William Bishop

#38.00

Rec'd of Thomas Nichols Secretary of Western Star Lodge No 26 the sum of thirty ~~eight~~ dollars. Initiation fee $16 Rents of P. S. Rendall $10 00 Lodge dues $12 Making the Said Sum of $38 Rec'd March 10th 1857

William Bishop

#11.00

Received of Thomas Nichols Secretary of Western Star Lodge No 26. Eleven dollars ~~and~~ Lodge dues $10.25 and for Lime 75 making $11.00 —

April 7th 1857 — William Bishop

#4.50

Rec'd of E. K. Moore Secy. pro tem of Western Star Lodge No 26 four dollars & fifty Cents as dues

May 5. 1857 William Bishop

$7.00 Rec.d of Thomas Nichols Seven dollars
Am.t Rec.d of Br. W.H.H Lewis for Rent of
Lower Room for Office
May 5th 1857 Wm V Bishop

$7.00 Rec.d of Thomas Nichols Secretary of
Western Star Lodge Seven dollars
Lodge dues Received May 2d 1857
June 2d 1857
Wm. V. Bishop

$6.35 Recived of E H Straughan Secretary of
Western Star Lodge Six dollars and Thirty five
cents Lodge Dues Recived July 7th 1857
July 7th 1857
Wm. V Bishop

$3.75 Recived of E H Straughan Secretary
of Western Star Lodge $3.75c Dues Recived
Aug 4th 1857
Wm. V. Bishop

$53.25 Sept 1st 1857
Recived of E H Straughan Secretary
Of Western Star Lodge fifty three dollars
and Twenty five cents William V Bishop

$2.75 Sept 29th 1857
Recived of E H Straughan Secretary
of Western Star Lodge two dollars and
Seventy five cents William V Bishop

150 Oct 27 1857 Recived of E H Straughan
Secretary One Dollar and fifty cents
Wm V Bishop

#3.00 Recivd of E H Straughan
Secretary of Western Star Lodge
No 26 three dollars
Lodge dues
W. V. Bishop

Dec 29th Recivd of E H Straughan Lodge
dues four dallars and fifty cents
W. V. Bishop

Dec 29th Recivd of E H Straughan Secty
Innitiation fees of Brother Leroy B
Welshans Thirty two dollars
W. V. Bishop

January 26 1858
Recivd of E H Straughan
Secretary of Western Star Lodge No 26 Lodge
dues fifteen dollars W V Bishop

January 26th 1858 Recivd of E H Straughan
Secretary of Western Star Lodge No 26
Sixteen dollars Innitiation fees of H W White
W. V. Bishop

February 23rd 1858
Recivd of E H. Straughan Secretary
of Western Star Lodge No 26 Sixteen
Dollars Innitiation fees of A P Henry
W. V. Bishop

February 23rd 1858
Recivd of E H. Straughan Secretary of
Western Star Lodge No 26 Ten Dollars
And fifty Cents Lodge Dues
W. V. Bishop

March 23rd 1858
Recivd of E H Straughan Secretary of
Western Star Lodge No 26 Lodge Dues Nine
Dollars and Twenty five Cents
W V Bishop

March 23rd 1858
Recivd of E H Straughan Secretary
Of Western Star Lodge No 26 Sixteen
Dollars Milton Henters Innitiation fees
W. V. Bishop

April 27th 1858
Recivd of E H Straughan Secretary Of
Of Western Star Lodge No 26 Lodge Dues
Six Dollars
W. V. Bishop

April 27th 1858
Recivd of E H Straughan Secretary
Of Western Star Lodge No 26 One
Dollar fees Of Brother J Davidson
W. V. Bishop

May 25th 1858
Recivd of E H Straughan Two dollars
& Twenty five Cents Lodge dues
W. V. Bishop

$6.00 July 20th A D 1858
A L 5858
Recvd of T H Jones
Sec'y of of Western Star Lodge
No 26 Lodge Dues Six Dollars
A Chambers Tres

July 20th 1858
$16.00 Recvd of T H Jones
Sec'y of Western Star Lodge
No 26 Sixteen Dollars
Initiation Fees of of
Brother Potts A Chambers Tres

July 20th 1858
$32.40 T H Jones Recvd of
Thirty two Dollars
and forty Cents monies paid
over by Trustees A Chambers Tres

$2.50 August 24th 1858
Received of Thos N. Jones
Two Dollars and fifty Cents for Dues
Paid by the Craft A Chambers Tres

$6.50 September 21st 1858
Received of Thos N. Jones
Sec western Star Lodge Six Dollar as $.50
Lodge dues and Initiation fees of L Jarr
A Chambers Tres

October 9
$15.50 [illegible] 16th 1858
Received of Thos N. Jones
Secretary, western Star Lodge fifteen
Dollars and fifty Cents Lodge dues for October
19th 1858 A Chambers Tres

western Star Lodge No 26 July 21st 5858.

5858 A D 1858

No of Orders			for	Amount
J Marten Asst	No	1		$12.49
George Hoskins	"	2		2.00
Mr J. K Moor		3		1.00
to A Chamber		4		5.90
" S L Hawkins		5		1.00
J Parker		6		12.00
[illegible]		7		2.00
S Rammel		8		2.50
S Rammel		9		2.00
Hadley Hefs	WC	10		1.50
W. H. H Lewis		11		12.75
J Marten		12		3.15
T N Jones		13		1.89
S Stutzman		14		6.50
S L Hawkins		15		3.50
W B Bishop		16		1.00
A Chambers		17		47.50
[illegible]		18		5.00
Tho Nichols		19		.50
L Jarr		20		1.65
Thos N. Jones		21		15.50
Grand Lodge dues		22		26.50
J. K. Moore		23		18.90
J Depew		24		8.65
S L Hawkins		25		1.00
Thos N Jons		26		2.80
J Stutzman		27		5.80

Hall of Western Star Lodge No 26 1859

June 14th	balance in Treasury					228.81
Order	No 1	drawn in favor of	Thos Nichols	for		12.00
order	No 2	drawn in favor	D. Doty	-	per	12.75
"	" 3	"	"	"	H McSmiths for	1.25
"	" 4	"	"	"	H Hewel & Bro for	2.62
"	" 5	"	"	"	Committee of Charity for	10.00
"	" 6	"	"	"	Jas Stutsman for	6.50
"	" 7	"	"	"	Committee of charity	3.00
"	" 8	"	"	"	John M Smith	5.33
"	" 9	"	"	"	Jas Stutsman	6.50
"	" 10	"	"	"	Jas Stutsman	3.57
"	" 11	"	"	"	W & N A Hunt for	4.00
"	" 12	"	"	"	S L Hawkins for	24.90
"	" 13	"	"	"	Jas Stutsman	5.90
"	" 14	"	"	"	Committe of Charity	20.00
"	" 15	"	"	"	P S Kennedy	16.00
"	" 16	"	"	"	J Depew	8.65
"	" 17	"	"	"	Jas Stutsman	2.00
"	" 18	"	"	"	J Stutsman	1.25
"	" 19	"	"	"	H M Smith	2.60
"	" 20	"	"	"	Jas Stutsman	4.00
"	" 21	"	"	"	J K Moore W M	26.50
"	" 22	"	"	"	T J Jones	.40
"	" 23	"	"	"	Committee Charity	2.50

$27.65 November 16th 1858
Received of Thos N. Jones Secretary of western Star Lodge No 26 twenty Seven Dollars and 65 Cts Lodge Dues and Delinquent Dues A Chambers Jrs

$25.50 December 14th 1854
Received of Thos N. Jones Secretary of western Star Lodge No 26 twenty five Dollars and fifty Cents Lodge Dues and delinquent Dues A Chambers Jrs

Danville Va January 18th 1859
$8.00 Received of Thos N. Jones Secretary of western Star Lodge No 26 Eight Dollars as Lodge Dues A. Chambers Jrs

$8.00 Danville Va February 15th A D 1859
Received of Thos N. Jones Secretary of western Star Lodge No 26 Eight Dollars as Lodge Dues Alexander Chambers Jr

Danville Va February 15th A D 1859
$64.00 Received of Thos N. Jones Secretary of western Star Lodge No 26 Sixty four Dollars for Initiation fees for D R Craddock J. D. Hadley J Bethel and W E Howlin A Chambers Jrs

Danville Va March 15th A D 1859
$4.75 Received of Thos N. Jones Secretary of western Star Lodge four Dollars and 75 Cts as Lodge dues and one dollar as Initiation fee of J Hunt
Alexander Chambers Jr

$5.35 Danville Va March 15th A D 1859
Received of Thos N. Jones Secretary of western Star Lodge No 26 five Dollars and thirty five Cts as Initiation fee of John Howell of Hogan Lodge Iowa
A Chambers Jrs

16.00 Danville Va April 12th A D 1859
Received of Thos N. Jones Secretary of western Star Lodge No 26 Sixteen Dollars as Lodge dues Alexander Chambers Jrs

$3.50 Danville Va May 10th A D 1859 [illegible] 1859
Received of Thos N. Jones Secretary of western Star Lodge No 26 three Dollars and fifty Cents as Lodge dues
A Chambers Jrs

$10.00 Danville Va [illegible] June 14 A D 1859
Received of Thos N. Jones Secretary of western Star Lodge No 26 ten Dollars as Lodge dues A Chambers Jr

$18.00 Danville Va June 14th 1859.
Received of Thos N. Jones Secretary of western Star Lodge No 26 Eighteen Dollars as per Rent of Lower Room for School purposes
A Chambers Jr

$1.00

$3.50. July 12 the A D 1859

Received of Thos R. Jones Secritery of western Star Lodge No 26 three Dollars and fifty Cents as Lodge Dues and one Dollar as Initiation fees for R. Curry A Chambers Jres

$5.25 August 9 the A D 1859

Received of Thos R Jones Secritery of western Star Lodge No 26 five Dollars and twenty five cents as Lodge Dues of Alexander Chambers

$32.00 Agust 9 the A D 1859

Received of Thos R Jones Secritery of western Star Lodge No 26 thirty two Dollars as Initiation fees of Augustus Miller and J. W. Smith A Chambers Jres.

$6.25 September the 6th 1859

Received of Thos R Jones Secritery of western Star Lodge No 26 Six dollars and 25cts as Lodge Dones A Chambers Jres

$7.75 October the 11 the 1859

Received of Thos R Jones Secritery of western Star Lodge No 26 Six Dollars and Seventy five Cents and one dollar as per Initiation fees of A. C. Bailes A Chambers Jr

$10.75 November 8th 1859
Received of Thos N. Jones Secretary of western Star Lodge No 26 ~~Nine Dollars and 75 Cts~~ Nine Dollars and 75 Cts as Lodge dues and one Dollars as Initiation fees of W. S. Long
Alex. Chambers Jr

$8.75 December 6th 1859
Received of Thos N. Jones Secretary of western Star Lodge No 26 Eight Dollars and Seventy five Cents Lodge dues A Chambers Jr

8.75 January 3rd 1860
Received of Thos N. Jones Secretary of western Star Lodge No 26 Eight Dollars and Seventy five Cents Lodge dues A Chambers Jrs

$10.50 Jan 31st 1860
Received of Thos N. Jones Secretary of western Star Lodge No 26 Ten dollars and fifty Cents Lodge dues A Chambers Jr

$32.00 Jan 31st 1860
Received of Thos N. Jones Secretary of western Star Lodge No 26 thirty two Dollars as Initiation fees of C. F Hagate and W. T. Haynes
A Chambers Jrs

$8.00 March 6th 1860
Received of Thos N. Jones Secretary of western Star Lodge N 26 three Dollars as Lodge dues
A Chambers Jr

$37.35 March 6th 1860
Received of Thos N. Jones Secretary of western Star Lodge No 26 Thirty Seven Dollars and thirty five cents as Initiation fees of James Burgis Peter W Kennedy and raising fees of John M. Smith
Alexander Chambers Jrs

$1.75 April 3rd 1860
Received of Thos N. Jones Secretary of western Star Lodge No 26 Eleven Dollars and 75 Cts as Lodge dues
A Chambers Jrs

$10.00 May 1st 1860
Received of Thos N. Jones Secretary of western Star Lodge No 26 Ten Dollars as Lodge dues A Chambers Jrs

$15.25 May 29th 1860
Receive of Thos N. Jones Secretary of western Star Lodge No 26 fifteen Dollars and 25 Cts as Lodge dues A Chambers Jrs

$16.00 May 29th 1860
Received of Thos N. Jones Secretary of western Star Lodge No 26 Sixteen Dollars as Initiation fees of Enoch Henry
A Chambers Jrs

Hall of		Western Star Lodge No 26		
July	1859			
	12	Order drawn in favor of Bro		
		J Nichols for work done in		
		ate room. No 1		12.00

June 26th 1860

$4,75 Received of James Stutsman Secretary of Western Star Lodge No 26 Four Dollars and Seventy five Cents Lodge dues

June 26th 1860

$16,00 Received of James Stutsman Secretary of Western Star Lodge No 26 Sixteen Dollars Initiation fee of A.C. Hill

June 26th 1860

$4,75 Received of James Stutsman Secretary of western Star Lodge No 26 Four Dollars and Seventy five Cents for Lodge dues

Samuel R Craddick
Treasurer

June 26th 1860

$16,00 Received of James Stutsman Secretary of western Star Lodge No 26 Sixteen Dollars for Initiation fee of A. C. Hill

Samuel R Craddick
Treasurer

July 31st 1860

Received of James Stutsman Secretary of Western Star Lodge No 26 five Dollars & 75 Cents Lodge dues and One Dollar adjourning fee of Brother White

Samuel R Craddick Treasurer

August 4th 1860

Received of James Stutsman Secretary of Western Star Lodge No. 26 Sixty Dollars Rent per Court Room

Samuel R Craddick Treasurer

August 28th 1860

Received of James Stutsman Secretary of Western Star Lodge No 26 Sixteen Dollars Initiation fee of Perry Wyson

Samuel R Craddick Treasurer

August 28th 1860

Received of James Stutsman Secretary of Western Star Lodge No 26 One Dollars and forty Cents Lodge dues

Samuel R Craddick Treasurer

September 25th 1860
Received of James Stutsman
Secretary of Western Star Lodge No 26
Eight Dollars Lodge dues
Saml R Craddick Treas

October 25th 1860
Received of James Stutsman
Secretary of Western Star Lodge No 26
Eight Dollars and ~~twenty~~ fifty Cents
Lodge dues
S R Craddick Treasr

November 27th 1860
Received of Thomas Nichols Secretary Pt
of Western Star Lodge twenty one dollars
& twenty five cents $21.75 Lodge dues &
$1.00 Initiation fee
S. R Craddick Treasr

Recd of Thomas Nichols Secd Pt of Western
Star Lodge No 26 Nine dollars & fifty
cents for Lodge dues & Rent for the
Lower Room Decr 25th 1860
S R Craddick Treasr

Janr 22nd 1861
Recd of Thomas Nichols Secd Pt of Western
Star Lodge No 26 the sum of six dollars
& fifty cents Lodge dues
S R Craddick Treasr

Recd of Thomas Nichols Secd Pt of Western
Star Lodge No 26 three dollars and
fifty cents Lodge dues and adjourning fee of 1st C.H Rowley
Feb 19th 1861 S R Craddick Treasr

March 26th 1861
Received of Thomas Nichols Secretary protem
five dollars and seventy five cents Lodge
Dues
S. R Craddick Treasr

Recd of E Stringer Secretary Protem of
Western Star Lodge No 26 two dollars and
twenty five cent Lodge dues
April 30th 1861 S R Craddick Treas

Recd of Thomas Nichols Secretary protem
of Western Star Lodge No 26 three dollars
and seventy five cents Lodge dues
May 21st 1861 S R Craddick Treasr

State of Indiana } Prosecutor
vs
William McCunnings
January Term 1819

Comes Into Court John Ross Moseley and files the following Affidavit to wit

[illegible]

[illegible]

State of Indiana }
vs
William McCunnings } Pr Warrt

Plea

Roll of Members
and account of
Dues of Western Star Lodge No. 26.

1863

Amt of dues unpaid Dec 31 due 1863			30th June	28th July	25th August	23rd September	20th October	24th Nov.	22nd Dec.	15 Jan 1864	16 Feb	22 Mar	19 Apr	17 May	14 June	19 July	16 Aug	Sept	Oct	Nov	Dec	18 Jan.	6 Feb	5 Mar	2 April	7 May	4 June
25 $3.25	Akin John B.	#	25									2,00			200	25		25									
$1.00	Bartholomew Bradley B.	x	25		1,00				100		100				1,00												
	Bishop Wm W.	+	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25						
	Burgess James	+	Exempt by Resolution of August 4th A.D. 62																								
Rec'd 1.50	Barnes D F.	+																									
	Bates Wm T.																										
	Berhip J. S						50		50		25																
	Craddock Saml R.	x	25	25		50	25	25																			
	Cash Wm H.	+	25	25	25	25				50	25	25	25		25	25			1,25								
.50	Chambus Alexander	+					50								2,00		25	25									
$18.15	Clarke Z. R.	+					1,00		50	25		25			586												
$.50	Cuny Robert	+			50																						
$4.00	Curtis W. W.	+	Exempt by Resolution of August 4th A.D. 1862						2,00													50	2,50				
	Doffer T. J.																										
	Cummins J. S.																										
$6.00	Depew Jeremiah	+																									
$4.75	Dodge Thos.	+																									
	Darnall J. F.																										
$5.75	Franklin Benjamin		25																								

Died Dec. 1863

From old Book yet due and unpaid.

			1863 50 June	28 "July	25 "Aug.	22 "Sept.	20 "October	17 "Nov.	22 "Dec.	1864 18 Jan.	15 Feb.	12 March	19 Apr.	17 May	14 June	19 July	16 Aug.	Sept.	Oct	Nov	Dec	1865 Jan	Feb	Mar	Apr
Pd.	$0.25	Hutchings Wm. M. C.	+		.50	25	25					25	25	25	50	25	25	25	25						
	4.50	Harper Jeff	x																						
		Hogate C. F.	x	25	25	(Exempt from Aug 26 March 22)																			
	$2.25	Hawkins S. S.	x																						
	$4.50	Hays Dan'l H.	x																						
		Hilton Milton	x	25									$5.70												
		Howland Wm. E.	x	Exempt by resolution of Aug. 4th 1862																					
	$1.75	Howell D. W.	x					1.00		1.00															
	$4.50	Haynes W. F.	x																						
		Hill Abram C.	x																						
Pd 50	$1.00	Henry Enoch	+		.50	25				25		25	.50												
	$5.25	Haynes Cyrus	x																						
		Hall Stanley A.	x	Exempt by resolution of Aug. 4th A.D. 1862																					
		Hardin Stephen N.	-	25	25	25																			
		Hazen Gen.					1.00		1.00			1.10													
		Hill Orl										.50	25	25											
		Hunt N.											25	25											
		Horican Wm. G.																							
		Hadley Cyrus																							
		Jones Thos. N.	+	25	25	25	25	25	50		25	25	50												
		Henry Harvey																							
		Hadley Maddison																							
		Highland C								3															
		Homan F. B.																							
	$4.50	Kennedy Jacob	+																						
cr $1.00 sep		Kirby G. B.					1.00																		
	$0.25	Kendall Himelius									25														
		Kennedy P. S.																							
	$5.25	Long Isaac S.	+			75																			
Paid	$6.00	Lockhart Wilson	+				Paid in full																		

17 May 1864 — 50 — Demitted June 14 1864

14 June — 25 25 — 1.00

19 July — 25 25 — 1.00

16 Aug — 25 25 — 1.00

Sept — 25 25 — 1.00

Oct — 25 25 — 1.00

Nov — 2.00 Demitted Dec 13 1864

Dec — 11.00

1865 Jan — 75 Demitted June 14 1864

Feb — 50 25 — 25 — 10.00

Mar — 25 Paid in full

Apr — 50 Paid in full Demitted Mch. 11th 1865

25 25 — 50 — 25 25

Demitted Apr 19 1864

25 25 25 25 — 25 25

3 — 25 — 25 25

25 25 25 25 — 25 25

3

3 — 25 50

3

Demitted Sept 22 1863

50 — 1.50

3 25

ub to April 4th 1865 Demitted April 4th 1865

From old Book
Yet due and
unpaid

			1863 June 24th	July 28th	August 15th	Sept 22nd	October 20th	Nov 21st	Dec 23rd	1864 Jan 18	Feb 16	March 12	April 19	May 17	June 14	July 14	Aug 16	Sept	Oct	Nov	Dec	1865 Jan 7	Feb
Paid	$1.25	Moore Jacob K.	+	25	25		50								1,00	1,00	2,00		1,75			2,00	
Pd 2.00	$3.00	Martin Jesse	+		25																	5,00	Demitted Nov 8 1864
Pd 25	$1.25	Nichols Thos	+			1,00	25	25	25		25	25	25	25	25		25	25	25	25	25		
		Nichols Wm H															25	25	25				
		O.																					
		Ogden Jesse Sen																					
													25	25	25	25	25	25					
	$0.50	Pounds H. A.																					
		Perkins Chas. E																	1,00				
	$1.25	Rammel Simon	+		25		25																
Pd 25	$2.00	Rich George S.	+												2,00		1,00		1,00				
Paid	$4.50	Ritter Levi	+	25			50												3,00	3,00	3,00		
	1.75	Rogus Cyrus	+																				
	$6.00	Studsman James	+																				
		Singer Enos	+	Exempt from payment of Dues																			
	$4.25	Singer Sal. L.	+																				
	$4.50	Smith N. M.	+																				
Pd 25	$3.50	Straughan E. A.	+												2,00								
	$	Shultz L. L.	+	25	25								1,00	25	2,00		50						
	$1.75	Sullivan Gaz	+	50			50																

Amt from old Book due Pds unpaid

1863

			30th June	28th July	25th Aug.	22nd Sept.	20th Oct.	24th Nov.	22½ Dec.	1864 18th Jan	16 Feb	22 March	19 Apr	17 May	14th June	19 July	16 Aug	Sept	Oct	Nov	Dec	1865 Jan	Feb	March	Apr	May	June	July	Aug	Sept	Oct
Pd.	$0.75	Witherow John	+ 25								100				100						200									
	$1.75	Ward R. S.	✓			225																525								
Pd 25	$0.50	White N. W.	✓	25-25-						125-																				

Demitted Jan 18 1864

Remarks	Names	July 4 1865	Aug. 1 1865	Sept. 5 1865	October 3 1865	Oct 31 1865	Nov 28 1865	Dec 26 1866	Jan	Feb	Mar.	Apr.	May
Due & unpaid June 6th 1865													
$3.00	Akin John B.												
	Armstrong John R.	Raised July 7th 1865	25 aug.	25 Sept	25 Pd oct	25 31	25 Pd	25 Pd in Nov 25 Dec	25	25	25		
Pd Oct. 31st $2.00	Adams Jas. F.	25	25	25	25	25	25	25	25	25		50	
	Barcholomew B.	Pd	oct.	31	18	65							
	Bishop Wm V.	25	25	25	25	25	25	25	25	25		50	
Pd Nov. 28 $2.00	Burgess James	Pd	Nov	28	1865								
	Barnes D. F.	25	25	25	25	25	25	25	25	25	25	25	
Remitted $2.00	Bates W. T.	Demitted											
	Bryant Silas	Demitted May 29th 1866											
		Restored Sep. 65								38			
	Curtis Peter										450		
	Craddick Saml R.	25	25	Pd 25	oct 25	25	25	25	25	25	25	25	
Pd Oct 3 $0.75	Cash W. N.	25	25	Pd 25	oct 25	25	25	25	25	25	25	25	
Pd. Nov. 28 $0.75	Chambers Alexander	Pd	Nov	28th	18	65							
$1.00	Curry Robert	25	25	25	25	25							
	Curry W. W.	Demitted											
	Cofer Thos J.	Exempt by Res. Adv. Aug. 4/62		25	25	25	25						
	Cammings Jesse	Exempt Res Aug. 4/62				Pd 25	oct 25	31 25	25	25	25	25	
Pd $10.00 Sept Oct 5th 2.25 $12.25	Defum Jeremiah	25	25	25	25	25	25	25					
$11.00	Dodge Thomas	Pd	oct	31	18	65							
Paid 31st oct $1.50	Darnall John F.	25	25	25	25	25							
Pd. July 4 1865 $1.50	Foley Charles	25	25	Pd 25	oct 25	31 25							
Pd 0.50	Homan Aaron	25	25	25	oct 25	31 25	25	25	25	25	25	25	
Pd. Oct 3 $1.25	Hutchings Wm M.	25	25	25	oct 25	25	25	25	25	25		25	
Settled $0.25	Hogate C. F.	As Secretary exempt from June meeting										Demitted	
	Hawkins S. S.	Exempt	Pd 25	Aug 25	28 25	18 25	65 25	Nov. 25	25	25	25		
$10.50	Hays James A.	25	25	3 Oct 25	Oct 25	Pd 25	Dec. 25						
Paid Dec. 26th $1.25	Henton Melton	25	25	25	25	25	25	25		37		52	
	Howland W. C.	Exempt											
$1.25	Haynes W. F.												
Pd. Oct 17th 0.75	Henry Enoch	25	25	ang. 25	17 oct 25	25	25			50			
1.50	Haynes Cyrus												
	Hall Stanley	Exempt	Pd	oct	31	65							
	Hardin S. N.	25	25	25	25	25	25	25	25	25	25		
	Hill. O.W.	25	25	Pd 25	in 25	Sept 25	65 25	Pd Dec. 25	25	25	25	25	
Pd oct 17th $0.75	Henry Harvy	17th oct. 25	Nov 25	Pd 25	Jan 25			50.					

Due and unpd June 6th 1865 Amount	Names	July 4	August 1	September 5	October 3	November 31	December 28	January 26	February	March	April
		1865	1865	1865	1865	1865	1865	1866			
$0.50	Homan W. G.	Pd	oct	31	65						
	Hadley W. G.	25	25	25	25					50	
	Highland C.	25	oct 17								
	Homan J. B.	Exempt	by Res Aug.	24 1862		Pd	oct	31	165	Pd	100
	Howell James M.	Pd	Nov.	28	1865	25	25	25	25	25	25
	Hadley Jno V.	25	25	25	25						
	Jones J. N.	Pd	at	Schl	65	Jan					
		25	25	25	25	25			25	50	
							Sept				
		25	25	25	25	25	25	25		25	
Paid Jan 66 $1.75	Kendall Hiriclus			25					$50 00		
	Kinsey Jonathan	Raised Sept 15							25		
$11.25	Long Isaac S.										
	Luke A. M	Exempt	by Res.								
	Moore Jacob K.	25	25	25	25	Pd 25	Nov 25	28th 25	1865 25	25	50
	~~Mitchell~~									25	
Pd. Oct. 3d $0.50	Nichols Thomas S.		aug.								
		25	25	25	25	25	25	25	25	25	25
$0.75	Nichols Wm H.	Pd in aug		Nov							
		25	25	25	25					50	
Pd in aug 1865 $0.50	Ogden J. S.	aug.									
		25	25	25	25	25	25	25	25	25	
$6.75	Pounds H. A.						Dec.	Jan			
Pd July 1865 $1.00	Perkin Chas. E.						25	25	25	25	
Pd. Oct. 3d $1.25	Rammel Simon	Pd	oct	3	65						
		25	25	25	25	25	25	25	25	25	25
Pd $1.00 aug 27 $3.75	Rich George S.	aug.	Sch	oct 31							
		25	25	25	25	25	25	25	25	25	25
$1.00	Ritter Levi										
$1.00	Rogers Cyrus										
Pd. Schl 65 $6.25	Rowley Jno H.	Pd	in	Schl.							
		25	25	25							

Amt due & unpaid June 6th 1865	Names	July 14 1865	August 7 1865	Septem 5 1865	October 3 1865	Novem 31 1865	Decem 28 1865	Jan 26 1866	Jan	Feb	March	April
	Stutsman James	As tyler Exempt.										
	Singer Orion	Exempt.										
$1.25	Singer J S											
$10.75	Smith N. W.			25								
	Straushan E. A	25	25	25	25	25	Pd 25	at 25	Sett 25	65 25		
	Shuler L. S.	25	25	25	25					1.25	25	
65 Pd. aug $0.25	Souder Nelson	Pd in aug. 25	25									
	Scarce N J									100		
	Taylor									35		
	Vezeuny A. P.	Pd 25	oct 25	31 25	1865 25	25	25	Demitted Dec 26				
Bal. for Hungerville per $5.75 $ 3.00	Witherow John	$5.25 to Brian 1866 unpaid										
Paid $11.00	Ward R. S	Paid in full and demitted Oct. 3rd 65										
$1.25	White Wm C.											
	Wharton											

State of Indiana Hendricks County

State of Indiana }
vs } Assault & Battery
James W. Hamrick }

May 8th 1877 —
The following affidavit was filed in my office to wit
State of Indiana Hendricks County

State of Indiana }
vs } Before Thos Nichols J.P.
Jas W Hamrick }

Charles R Thompson being duly Sworn upon his Oath Says that James W Hamrick on the 8th day of May 1877. at and in Hendricks County and State of Indiana did in a rude Insolent & and angry Manner unlawfully Touch Strike beat Bruise and wound Charles R Thompson — contrary to the form of the Statute Made and provided and against the peace and dignity of the State of Indiana. —

Charles R Thompson

Subscribed and Sworn to before me May 8th 1877 —

Thos Nichols J.P.

Thompson a writ Issued same day directed to Jesse Compsins - Returnable forthwith

Sam Returned executed —

Plea Not guilty —

finding the Plaintiff

fine five Dollars —

A Earles Adm }
vs }
Wm Brinson } in Note

Defts plea General Issue

Defendt files the following Account to Complaints Cost incurd — —

Proceeded to Trial

A P Pounds & Witness

The note was given for Milk Cow Mistress Little Recd The cow to be a good Milk Cow The cow never gave more than ½ gal milk Milk was cloddy & Bad — Never used her for a dary Cow never dried up — the Cow was worth Abert $40 for Beef Cow Sold her for $40 —

Officer States The Cow was an Extra Milk Cow — Officer did not Reckon to Sell Little Cow would Weigh 11 or 12 hundred pounds was in Good fit for Beef — worth 4 cents per lb at that time —

A Pounds.

Worked for A P Pounds was Acquainted with Cow did not use Cow Sucked Butter Sold for Beef Cow —

Mary Little

Told Mr Pounds the Cow gave ½ gal at Nothing and gave it that Many Days Gave Bad milk While She Milked her Cow was a good Butter Cow did not warrant the Cow

Mistress Earles claims her allowance as Widow

S E Cook

vs

John Knightley

Account

Demand $8,93

S. E. Cook Business Keeping Station
was Keeping on 30th day Sept 1832
J Knightley Bread 1 Barrel Flour at $10,00
Cr By 28 lb. Bacon @ 10 per - 2,80
Bal due of $20 has never been paid
or any part

John Knightley
I was to give $10 - But was To
have for Less says he paid Cash 10 paid at
the Store
White Corner & got Bacon of the Said Wom
got meat twice

S Cook Says he never got 60 lbs Bac
David Braden weighed it weighed 24 lbs
S. Braden was present he never got 9 $100 in
Cash of Defendant

S Braden Testified
was present when the meat was
two Shoulders - Defendant Left Shoulder did
not know what they weighed

S Braden Claims his attendance

State of Indiana Hendricks County ss
The State of Indiana
vs
James W Hendricks } Profanity

May 8th 1877 the following affidavit was filed in my office to-wit;

State of Indiana
vs
James W Hendricks

Charles R Thompson Being first duly Sworn upon his Oath Says James W Hendrick did on the 8th day of May 1877 at and in Hendricks County and State of Indiana unlawfully curse Swear and Ejaculate in the Name of God by then and there Saying to one Charles R Thompson you are a God damned Liar, he the said James W Hendricks being then and there a person over the Age of Eighteen years Contrary to the form of the Statute in such Cases Made and provided and against the peace and dignity of the State of Indiana —

Charles R Thompson

Subscribed and Sworn to before me May 8th 1877 —

Thos Nichols J P

Whereupon a Writ Issued same day for the arrest of the Defd directed to any Constable Returnable forthwith

Came Returned indorsed

Plea Not guilty —

Guilty — fine — $1.00

State of Indiana Hendricks County ss
The State of Indiana
vs
Frank Smith } Assault and Battery

Complaint filed.

Writ Issued same day & delivered to Constable of Center Township Returnable forthwith —

Now come J. G Adams — Attorney for the State — and the cause also and comes parties — and enters plea of Guilty — fine $2 and cost of suit

Taxed at

State of Indiana Hendricks County ss

The State of Indiana } Before
vs } Thos Nichols J P of said county
John A Snider } Township

Complaint filed

Writ Issued same day and delivered to Constable Returnable forthwith

Writ Returned with the Defts in custody comes J G Adair Attorney for the State and J V Hadley Attorney for Defts Plea of not guilty

The Attorney for Defts moved to quash the affidavit & Writ on which over Ruled

The Plaintiff demanded Jury whereupon a venire Issued to 6 Electors last.

Venire Returned with the Jurors to wit Jas Vigus, Wm F Hayes, John Talbot & George St Brady who were Sworn to well and Truly try the above cause and true verdict give According to Law & evidence

State of Indiana Hendricks County ss

John Doe } Before Thos Nichols J P of said
vs } Township
Richard Roe } Assumpsit damages $50

The Plaintiff files the following account against Defendant in the cause of Action

State of Indeana Hendricks County ss
Sterling R Holt } Before T Nichols J P
to
Elizabeth Asbery } Debt demand $58.30

May 23 ~~Court~~ 1877 Comes Into the Plaintiff Court
files the following Note as a cause of Action
July 17th 1875, Six months after Date I
promise to pay to the order of J A Wiguney at Danville
Ind. forty nine Dollars, with Interest at the rate of
ten per cent per annum from Date value Received
without any Relief Stayen from valuation or
Appraisement Laws. the drawer and Indorser severally
waive presentment for payment protest and notice of Protest
and non payment of this note. If this note is not paid
at Maturity the undersigned agree to pay expence
of Collection including Attorney fees indorsed on Back
Assigned this 19th day of Aug 1875
to S R Holt Elizabeth Asbery
Upon which by order of Plaint a Summons was
Issued and delivered to Jesse Cummins Constable
of Center Township Returnable before the 30th day of May
1877 at 10 Oclock A M

State of Indiana Hendricks County ss
Sterling R Holt } Before Thos Nichols J P
to
John F McClain } Debt demand ~~$60.00~~

May 23d 1877 Comes Into the Plaintiff and files
the following note as a cause of Action to wit
$50.00 Danville June 10th 1875
~~Six months after date I promise to pay~~
On or Before the 18th day of October 1875 I ~~promise~~
to pay to the order of Joseph Asbery
John F McClain Administrator of
Dec'd Promise to pay to the order of Julius A Wiguney
the Sum of fifty dollars 50, for a grave Stone sold said
Deceased. Without any Relief from valuation or Appraisement
Laws. with Interest at the Rate of ten per cent per annum
from date and Reasonable Attorneys fees
Assigned to S R Holt 24th 1875 John F McClain
Thereupon by order of the Plaintiff Summons issued
to Jesse Cummins Constable of Center Township
Returnable on the 30th day of May 1877 at 10
Oclock A M

State of Indiana Hendricks County Ss
Wm P Fowles } Before T Nichols J P
vs } Debt demand $73.17-
Patrick O Donnell }

May 23d - 1877 - Comes now the Plaintiff and files the following Note as a cause of action in this case To wit:

$70 62/100 Danville Ind June 1st - 1874

One day after date I Promise to pay to the order of Wm P Fowles Seventy 62/100 Dollars with Int at the rate of ten per cent per annum until paid & ten percent Attorneys fee negotiable and payable at the Banking House of the Danville Banking Company in Danville Ind Value Rec & without any relief whatever from Valuation or appraisement Laws - the drawer & endorsers severally waive presentments for payment, protest and notice of protest and non payment of this Note

Patrick O Donell

Whereupon a Summons was Issued By order of Plaintiff directed to Jesse Cummins Constable of Center Township - Returnable on the 30th day of May 1877 at 10 Oclock A M

I was in the Privy - -

State of Indiana Hendrick County Ss.
Arthur M Collins } Before T Nichols J P -
vs } Dr & Demand $27.20
Simeon Tindes }

May 30th Comes now the Plaintiff and files the following complaint as a cause of action in this Case

March 23d - 1877 -

Simeon Tinder Debtor To
A M Collins Twenty Eight Dollars and forty cents - on Settlement -

Whereupon Summons by order of Plff directed to Jesse Cummins Constable of Center Township Returnable on the 30th of May 1877 at 10 Oclock A M

State of Indiana } Giving Legal notice
vs } to a Decision
Jesse Kennedy } July 9th 1878
Comes now Defd and

Sworn Sworn I believe the affidavit he gave me Whiskey in the Defs office in the Court house yard at South door three or four minutes out of a pint bottle Less than 16 ounces Back -

the Bottle was full when he gave it to me - had not been drinking any - not in the Habbit of Drinking -

Brad Ford -

Live in Danville - was with Defd That evening was in the Privy in the Court house the Boys asked him for Whiskey he would give it to them But let the Bottle down I dont know who drank at least 7 or 8 Oclock, 1st met the Defd as I was going into Court house about same down at the East door went to Privy Less found this Boy & some others - & full dont know when Defd was Before I met him -

State of Indiana } No 6 55
C. W. Dill }
vs. } Debt. demand $10
Lewis Kesler }

May 26th Comes Orth Hogate & Blake Attorneys for the plaintiff & files the following Complaint in a Cause of Action to wit;

The Plaintiff Complaines of the defendant and says that the Defendant is Indebted to him in the Sum of $10 00 for personal Property Sold and delivered by the Plaintiff to the defendant the particulars of which are set forth in an account herewith filed, leaving due and unpaid the Sum of Ten dollars for which he demands Judgement and all proper relief

Hogate & Blake Attys
for Dill

Whereupon Summons Issued same day directed to Jesse Cunningim Constable of Center Township Returnable on the 30th day of May 1877 at 10 o'clock A M

State vs Henry Tharp
Plea not guilty —

Moses Miles Testifies
acquainted with parties
saw Defft at School house Henry said to
Richard his Stick he should take it Back & he would
Lick him

John Miles Testified
an acqt with parties was pr at School House
sight of Hamilton Lodge or Sine and
John Rutledge told them if he didnt Take them
Back he would Lick him Take them Back
or Take a Licking

John Rutledge Testified
acqt with H Tharp —
Defft came to Harrises about 8 Oclock Started
home — said I was god dam Liar — Tharp Struck
Witness — but Knocked it off & Struck Tharp
Both took their Knives out — came at me told him
not want Harrises Between 4 & 5 Oclock
Ran there one hour Before but said him they
Waited at the gate for me Tells Sworn I
would have to whip them Both but me on the
Left arm & he threw up his arm to fend off
the Lick — did not Recollect telling me
that Henry never hit me

William Tharp
was acquainted with John Rutledge
Went to — at Temp Harrises about 8
Oclock Dog Bit & me Started home Bro
& says John I want to know what you have
Telling Round — Yes — said go down
it Stand Back & the Struck Henry
I took hold of his Shoulder he went off on
the other Side —

H Tharp Sworn — I went over to Mr
Harris after same Time he was coming in
J Rutledge was there —

We started home I said to
John you need not go I never felt
any licks he gave me —
went into the Room where Rut-
ter was

State of Indiana
vs
J. A. Ferguson
Assault & Battery —
Plead Guilty
Find Guilty fine — $2,00

State of Indiana
vs
Peter McClain
Provoke
Waive Arraignment plea
Not guilty — —

Elisha Strawhan defaulted

A J Agee Defaulted

Stockton Dodson Defaulted

W. P. Fowles
vs
Dorman & Gregg } June 29th 1877

Sub[p] Issued By order Plff for J. S. Linder & R P Fowler — Not Served

Comes now the Defend. and files Answer then Intervention of D Dorman and the Separate answers of J. M. Gregg — And the Joint answer of the Plaintiffs — entered into Trial

W. P. Fowler — Testifies

I Rented the Room for $275. per year To D. Dorman from the 15th Dec 1876 — and the last one Still in possession — cross Ex

They have paid me $108.00 — agreed to put a Ware Room nothing Said a gravel floore — the Contract was Read in front of Store —

Mr Dorman asked to be released which I Refused to do — & Stated he would not take Gregg for Rents did not say if Gregg did not pay the rent he would put him out. had no other conversation after —

I told Gregg if he would pay me $28.65 and the Old Man would take Room he would Release him from the contract & Secure the Balance But did not agree to Let Dorman out $5.75 Rent due up to 14th May. up to 14th June 22.91 in addition and up to 14th July 22.91 —

did not put any gravel in floor it was not the Contract, I put up the ware house

Father Refused to take the Room Gregg Stated that he knew the Old Man would take the Room at $240 —

Fowler
Continued — I told Dorman and I would not Rent the Room at $250 But he could have it for $275. and he agreed to take it — and I put the ware Room up

R P Fowler —

Mr Gregg Came to me and wanted me to take the Room — & I refused and did not take it —

N. Dorman Testifies

he asked $275. and he put up the ware Room I asked him if he was going to pay it the Room he said he was & would put gravel the rent was to be paid in advance Monthly could not State what time Room was put up There was no gravel floore put in in the Room — as a general Rule was not in Condition to be sold it would not be worth Much to me would be worth More for wood than any thing else — he was to pay $25 per rent for the Ware Room — he did not pretend To Rick our wood in the Room was damaged $10.00 — if had been in condition

I told Told I would not Stand good for the rent he said all right if Gregg don't pay Rent I will put him out — I said To him if did not intend to Release me why he did Tell me so — Sold out on 15th April

he as good as Acknowledge that he was to put gravel floore —

I Never Said to Fowles that his Father had told me that he was going to hold him for rent — I dont Know how much floore was frozen last Winter My wood could have been Stacked in Room — Mr Fowler had more in Room than we had — Stacks of Coast paper I Set up out of Room — I don't Know how many tons were in there

I guess at the $10 damnage — heap of Little traps — Nothing was Injured I was sick Remaining the Cosean —

J Mc Gregg Exhibits

heard the Conversation at the Wharf house Told Watts put up Work horse with Gravel floor Wash house was put up I dont know how long Before it was put up was very dark if Cloudy had to Burn Lights the Work was not in Condition to good in the Water Run through when wet could have put Wood in had to Build plat form to put goods on

would not know what the damage would be — Supposing $20 would be Low enough had Conversation with Towles

Says you going to hold me for this Room he Said No If you will pay me $28.00 he would Release me I tendered him $28 and have it Now in Court —

Was no agreement if he could get Any other person to take Room

have paid Towles since 14th Oct 1876 paid him in full up to 14th Feb 1877 — paid him since $67.80 — Cross Examined

Cant tell the time I sold out 2d time made tender of $28.00 yesterday since Commencement of Suit I went to R P Towles and asked him if would take the Room & he would not take it Towles Told me If the old Man would take the Room I would pay him $28 he would Release me this was after I had sold out — I told the old man the Light would be good enough for him he said not — I backed $5.75 of paying up Rent to 10th May we put several things in Work Room could have put in a great many things if it had been in fix —

I could not tell what the Room would be worth have not given the Key of Room up Hale has the Key — we put the thing in Room at the risk of Leaving them — I have one of the Keys of Room none Bobbs Secrets in my Case —

I went to see R P Towles at the request of Mr P Towles —

J T Finders Exhibit

I have some Boxes & thing Stored in the Work Room — By the Authority of Mr Gregg could not tell what the damage was By Room having no floor no goods was damaged to my Knowledge I dont think Gravel would be Suitable to put goods on — if had been put in — they had Board laid in for to walk on Things was dry so far as I know the Roof was good — they would have to Build a scaffold if had been put in —

I not Muddy all me Shoes past was dry could not walk cross centre —

I made no careful Exam of goods

R P Towles R Ex Rebutting —

Mr Gregg & Mr Dorward came in Gregg Stated he wanted to pay me 28,65 — I did not take it he Says I Suppose this Release one I said No he then said are you going to take this Room or Not will you take I told him I would & Wanted All of it —

Wm P Bowles
vs
Dorward & Gregg

In this Case the Defts file their joint answer to Plffs complaint= 1st denying each & every Allegation therein — 2d that his claim was fully paid off & fully Satisfied before Suit was Brought
3d that the Plaintiff fully released the Defts from all Liability for rent of said Store Room from and after day of June 1877
4th Acknowledging that it is true that Defts rented said Store Room of Plff the rent to become due and be paid for Monthly and in Advance But Say that Plff agreed that he would build and put up a Large frame ware Room in the Rear of said Store Room In Addition of which the Defts agreed to & did pay the Plaintiff the Sum of $25- pr year to be paid with and Additional to the rent of said Store Room Virtually Acknowledging the Plaintiffs Claim for it Rises from the Plaintiffs complaint and the evidence in the case that the Plff claims Nothing for Rent of ware Room — It therefore cannot be possible the Defts sustained damages in Consequence of their Being no grand floor in said Grand Room —

The Seperate answer of Defd Dorward
1st denies each & every Material Allegation of Plffs complaint
2d Says that said Claim Mentioned in Plffs Complaint was fully paid & Satisfied long before the Commencement of this Action
3d Says that on the day of March 1877 Plaintiff Wholly released said Defendant from any further Liability for said Rent from and after that date —

The 2d Pt of Answer of Defs Dorward is fully Contradicted By the Testimony of Defs Gregg as he there Acknowledges that the same was not pd By the Tender made

The 3d Pt of Defs Dorwards Answer — is not fully sust By the Testimony — The Defs Dorward say that he notified the Plff that he would not Stand Good for rent of Room any Longer than (not giving any dates) to this the Say Plff Replied all right if Gregg dont pay up I will put him Out (This Statement the Plff positively denies in toto) But Says that Defs Dorward did ask to be released & I Refused To Release him — There seems to be a square Contradiction in the Testimony of the Parties — & we must judge from the Surroundings is it Reasonable to suppose that Plff Bowles would release the Principle of the firm the one too which he owed the Contract with them by voiding the whole contract I think not

Seperate Answer of the Defs J M Gregg —
1st Says that he denies every Material allegation contained in Plffs Complaint
2d Says that said claim was fully satisfied and paid Long before the Bringing of this Suit
3d Says that on the day of June 1877 he and the Plff entered into the following agreement Towit that if said Defendt Gregg would pay Plff the Sum of $28- then due as rent on said Store Room then the Plff would fully release him said Defd Gregg from all further Liability for rents of said Room — that on the 28th of June 1877- pursuant To said agreement said Defd Gregg offered & tendered To said Plff the Sd Sum of $28 in good & Lawful money & that Plff Refused & failed to Receive the same & the Defd now brings the said Sum into Court for the Benefit of Plff & tenders the Same To him —

The 2d Pt of the Answer of Defs Gregg is contradicted By the 3d wherein he claims to have Tendered Plff $28 on the 28th June this was long after Commencement of this Suit — the 2d Pt of Defs Gregg Answer to Complaint is not Sustained By Testimony — and the Tender to pay $28 if was such a Tender was not such a Tender as contemplated By Law — there is no evidence that the money was taken out of the Pocket of Defd or counted — and it was not Paid into Court for Plffs Benefit —

This is a Suit for the Rent of a certain Store Room the Defs Acknowledge that it was rented to them for one year By Plff Commencing the 10th of Oct 1876

for the Sum of $275 per year payable Monthly in Advance —

& the Defts Gregg acknowledge that they still have the Keys of said Room — and Has some property therein Belonging to the Bible Society for which he is Agent — And that he has never Tendered the Possession thereof or the Keys thereof to Plaintiff & it is therefore reasonable to suppose that said Contract for the Renting of said Store Room has never been Rescinded by the Parties

The Evidence of Defts Gregg was that the rent was paid in full up to 14 Febr 1877 for which he held Stfs Receipt —

The Rent of Room from the 14th Febr 1877 — up to 14th July 1877 — as per price agreed upon by the parties in the Contract would be — $114 60

Credits Since as Sworn to By Gregg — 67 80

Judgment — $ 46 80

State of Indiana }
Jon Stapp } Grand Larceny
Burges Stapp }

Affd filed June 30th 1877

Writ Issued Same day Returnable forthwith to Jesse Cummins Const —

~~July~~ July 1st The Constable Returned into the Office Burges Stapp in Custody —

The trial was continued until 10 Oclock July 2d — And Burges Stapp was Required by me to enter Into Recognizance in the Sum of two hundred dollars for his appearance at that hour and he neglected & Refused so to do Whereupon I Issue My Mittimus to the Jailor of said County Requiring him to Commit said Defendant — until 10 Oclock July 2d 1877 And Delivered the Same to J Cummins Const —

July 2d 9 Oclock A M J Cummins Returned said writ with the Defendant — William Stapp in Custody —

Sci fa Issued for J Ellsworth James Stapp Polly A Patterson Lucy Patton G W Thompson McGregg & Hawkins Shannon & Mowrey & Peterson for the State — To Jesse Cummins Constable Returnable forthwith Sci fa Returned Served on all the within Named By Reading except Shannon Stapp Not found July 2d 1877 — J Cummins Const

Comer & Iro Admn Attorney for State and Co Prosecuting Attorney for Defendants —

The Defendants were arraigned & Plea Not guilty

State of Ia }
vs }
Wm Burton }

Proceeded to Trial —

Defd waved Assignment & Plea not Guilty —

Wit Sworn —

L Rawling Introduced as Town Plat of Castlesburg Stated the Record to be the Record Relative to Persons in occupation with Defd and the Town of Castlesburg Am Superintendent Am acquainted with Alley it is fenced up in 2 places adjoins Defd property which is Cultivated in garden I requested him last Spring to open said Alley & Told that it must be opened it is Stake fenced Dont Know who fenced it & the Reqest was made in a Casual conversation told him it must be opened he said he did not want to Throw his garden out notified him in the Spring —

P Owen —

Live in Castlesb Am acquainted with the Defd & Castlesburg Am acqt with Alley it is fenced up in 2 cross the Alley Mr Burton live there & has possession the Alley Joins his premises — & the fence has been there 3 or 4 years A Rader put up the fence Saw him working at it — the Alley was open Before that time the Alley was used as a passway —

W Powers — acquainted with the Defd and of the Town of Castlesburg Been living There fences was closed — Am acquainted with Alley There is two fences across alley Joines up to Defd & Cultivated By him I Think this the 3d Crop Mr Rader 1 & Defd 2 years the fence was Built under Rader adms the Alleys was Staked out when Town was laid off I under Stand S Homeday owned the South lot — used to drive a quantity of grain through said alley the Alley is opened west of Defd it would be a convenience to Travel to have it opened —

Defd dont own lot South of Alley —

Quarles Rust —

Am Acqt with Defd Am acqt with Castlesburg Am Acqt with Alley — it is fenced up by 2 fences across — Defd Cultivates the ground & dont Know who Built those fences it was fenced up when I came there 3 — or four years with Property of Defd he owns it —

Aaron Howard

Live at Castlesburg Am acqt with Defd Am Acqt with Alley only a few years Mr Rader Closed it up — Defd keeps them closed up I him Sticking in garden the lot South is as Bought By S Homeday the South half of Lot it is private property South Claimed by S

N Rawlings

Am Acqt with Defd Am acqt with Location of Alley it is closed in 2 places with fence across — Defd has possession & cultivates the Alley West is opened the Alley is Traveled Considerable — never understood that Rader Bought Alley — After coming To Alley There is a way By Turning West —

Sworn —

W. Burton Defd

I occupy the property mentioned in garden Stuff — own 2 Cows Rented Lot South of S Homeday Jonny Rader had Alley fenced some 2 years since — I did not put up fence I Repaired since I Been there, Did not Know was a fence was since I Been there, When I Bought 2 Lots Mr Rader told me Alley there when I Bought 2 Lots Mr Rader told me he had change Alley — ~~Mr Rader~~ There was No written order given me to open Alley further than what Person Stated I am cultivating the Alley I have Kept the alley fenced By paying for it

Stephen Davis —

Am Acqt with Defd Am acqt with Alley Now there is 2 fences across Mr Rader put them there the property is Defd To belong to S Homeday

George W Perkins
vs
Martha Hansen } Forcible entry & Detainer

July 20th 3 Oclock P.M. - Comes Now Plaintiff By I D Miller his Attor. and the Defd comes also by Foley her Attorny - and files the following Demurrer ~~Motion for Instructions~~ Motion to Reject Sustained -

Motion to Strike 1st & 2 paragraphs of compl Motion Sustained as to 1st paragraph Overruled as to 2 - Proceed to Trial

G W Perkins I took her in the year 75 to keep house for me & take care of my child was there 2 year left 6th day Nov 1874 I asked her is she was going to get out She said she was if she got any one to move I told her I would move her my self I wanted to rent the house I agreed to furnish team to move her last Nov She agreed to leave the house She has Been in Possession ever since the Damages is $4.00 per month damages - from Nov Last - I have had 2 or 3 chances to Rent house Cross Ex 1/3 - Is in the Property My child 2/3 Interest Dont Remember What she said When I proposed to move her have had possession of house 2 or 5 years When I left the house I took My Child -

State of Iowa }
vs
Rilen Dr Graphonola }

Writ Rt with Dft in custody subpa Rt Issued

Comes Now J P Adams Atty for Plff and Dft - Being Arraigned -

Plea Guilty - Fine - 1.00 -

Wm Williams Testified the Same - Dft -

Sworn -

No 1) State vs Jn. E. Rust

Comes Now the parties Dfd plead Not Guilty & demanded Jury Thereupon venire Issued to J Summons Constable Summoned him to Attend & good & Lawful Jurors

Motion to quash the Affidavit & Discharge the Defd Motion overruled (Exception taken)

Defd Arraigned — Not guilty —

Alonzo Little Sworn for St Being Duly Sworn Says that he Knows the Defd — Saw Defd on or about 8th Day of July near the house mention in Affd the Defd was Intoxicated according to my Judgment & was very near Defd he was talking with me Standing right with him It was in the morning near about 6 Oclock no person near — On Saturday Evening to the Best of Recollection Commenced Evening before six got to one Small Liquor in his Breath could not tell the Quantity of Liquor — Did not Converse with Liquor

Jn E Rust Testified Saw Defd on 8th & Saw with Mr Little had no Recollection of having Conversation with Witness — I was not Intoxicated on that occasion — Dont think it was on Saturday — have not Been drunk for the Month — If had not been Intoxicated — I might have Taken a drink I dont Think I had Been Any where only at home the day I was with Burcham I drank have a perfect Recollection of what took place I will Swear I was not drunk on that day I drank the 1st drink at Court House it was Whiskey — I Think I took one other drink Between here and St Burg out of 1st Bottle the next I drank was at the Bridge — at the Springs Whisky out of Bottle — I drank no more that day — Came at Burg about 11 O It was not the same day I had conversation with the Little

Alonzo Little Sworn for

No 2 ~~State vs Jn. E. Rust~~

Sworn Testified Saw Defd on 8th with Defd was Defd Intoxicated about 10th or 12 Oclock — he was in Shop Shop I have a Shop in Same Building I have no recollection seeing him on that day — See him generally every day when at home no Recollection of Being Absent about it Cant say whether I See him on Saturday or not — I did not see him Intoxicated about that time cant tell what days I see him —

J J Burcham

Saw 8th — with Defd have known him for about one year I was with him on the 7th July he was at Work & was Sober I See him on the 9th come up to Danville together he was not Intoxicated when I Left him he had Taken 2 drinks on that day Before I left him last Battle Liquor on that day — he did not have it If he drank any he drank in Town It was about 11 Oclock when at the Bridge Dont know But what he might have got drunk on that day —

Thomas Tomlinson See Defd on Late in the Evening the day he was at Danville Saw him More or Less all evening dont know of him Going down to Town Saw him there About this Hour all saying I was not watching — heard them say they had been to Danville Nothing unusual about their talk — dont know what time Defd got home on that day — dont know how often he had been to Town —

No 2

State of Ind Dist Co E Rust
parties appear this day
motion to quash affidavit Motion overr

J. K. Little & others

No 3 State of Indiana vs Jas E Rust
Parties appeared Defd
Moved to quash aft Motion over ruled
Plea Not guilty

J P Kendall Sworn Aqd with Defd
Saw him I think on Saturday and he was
Intoxicated to the Best of my Recollection was
about the Middle of April he got out of my
Waggon at the Saloon of R. P. Davies he seemed
to be Intoxicated when he got out of Waggon
he fell Saw him after he talked like a drunk
man & was drunk —
I got in at the Bus Shop Danville
and was drunk No of no other occasion
in the month of April — Saw him no other
time
Jas E Rust States that it was the Same
Case in which he had Been Tried
and fined - heretofore —

State of Indiana
vs
Wallace Dodd
Intoxication
July 28th 1877 Writ Returned Defd in custody
Defd arraigned Plea not guilty
A Bohannon
I Saw Defd at New Winchester
he was Intoxicated was on the Sidewalk
in front of Kendalls Store
J H Burton
Sworn Aqd with Defd
Saw him in New Winchester could
not say that he was Intoxicated
was not nearer than 3 or 4 Rods from him
I dont Believe I could say he was
I thought he was drunking —
Guilty fine $2,00

Burton & Bohannon Claim Attendance

State of Indiana Brooke
vs
Perry Owens
Sept 2d Comes now A.T. Adams and the Dfd comes also by A Hornaday Esq
Plea not guilty.
Proceeds to Trial —
Jas Rust —
Sworn Dfd Oct 1876 — he called me god
damn Liar Damned Sob of a bitch in Hendricks
County Oct 18th 1876
Mr Wakefield Cor Cross Dfd Rust
Heard Conversation Between parties he called damn
Thief & Liar to best of my Knowledge he called
him a damned Son of a Bitch —
Mr Owens was Standing By his Barrows
Don't Know Whether he was in his own premises
he called Rust a damned Thief — Mr Rust
Said nothing out of the ways used no profane
Language that I heard
Perry Owens Testified
Did not intend to provoke an assault —

State vs J.P. Padgett
Sept 2d 1877
Comes Now A.T. Adams Atty for the State
and the Dfd by J.S. Wilson His Atty
and Moved to Quash Affidavit & Motion
Overruled — Proceeds to Trial —
Plea Not guilty —
G.G. Tinder — Me and the Said Man Rust the
Hog Pen by me Broad planks in pen Belonged
to the said man The pen had petition in
it — the Pen about 2 feet is in Land of
Dfd — the Dfd tore the pen down & Around
it out on 2d day of Sept I am damaged
$5.00 + don't Know how many plank was
torn off Mostly Cull planks pen made
of 1 in poplar plank pen 6 ft by 12 ft No 1 plank
pen built over 1 year 30 ft in pen — don't Know
what plank is worth
I Pledged Dfd Nearly 2 years ago he mowed
down on my Property in Litt the Hog Pen I pulled
most of the plank I tore it Down it was
when I wanted to Stack Oats — I told him
I was going to Tear it down the plank I
took off is there his part of the pen Still Stands
there except the petition —
The hogs had not got out when he
came there — My force made the west Side
of pen — I did not destroy any plank all the
Stuff I took off is Still there — I told
him to Plead no Rent —
I Stuckman have saw the Hog Pen
Don't Know the Size of the pen could not
State what condition a part of the pen I suppose
is on Dfd Land from 1 to 2 ft — with 75
cents to Repair —

Mat Adams
vs
Jos- Miles — } Debt — $2.50
Augt 9th 1877 A Jus
Comes now the Plff by Green his
Attorney and the Defs in person

Proceeded To Trial
Henry Tinder Introduced on Pt of Plff

Judgt for Plff 35¢

J J Burges
vs
Jos- Miles } Debt demanded 3 50
Augt 9th 1877
Comes now Plff by Green his Attorney
The Defs comes also in person

Proceeded to Trial —
Henry Tinder Introduced on part of Plff
J J Burges — Sworn Wagon Maker
I did the work Defs Waggon Broke the Waggon Three
Defs asked me to do the work Some time after
Defs told me H Tinder was to pay for the work Tinder
was not present when the Waggon was Brought
I Hired the Borrow a Waggon to go home —
Defs gave Instruction about doing the work
& Defs gave me no order to charge to him he
said his Attorney To Pd he was able to pay

Mat Adams — Sworn on Sworn
I Seen that Mr Burges done the work I done
the Iron work on the Waggon Defs & Ruckers
Broke Waggon to my Shop — The Iron worked
for Miles —
Rucker Stated that Miles was to pay for
Repairs Defs Said he would pay for the work
in a few days I would not Let the Waggon
go if Miles had not Agreed to pay for it —
& I never asked Defs who I was to charge
work To — Defs never denied it in the Satisfy
Defs Witness Defs I did not have any Thing To do with
the Waggon I never gave Them men any Instruction
about the Waggon Repairs — Henry Tinder got
the Waggon of S. Sharp — the Waggon Belonged
to Sharp & Rucker is the man that Took the Waggon
to Shop — I at the Shop did not go with Rucker
But was not working for me his time was out
Rucker Was working by Day
H Tinder — Sworn, I Know about the Waggon
I Hired him to Haul two Logs for me

Continued

I was to give him three dollars
I hired the Waggon half day I made no
Contract with Defts Asst was at Defts he said him
working for Miles dont Know whether his Time
was out or not—

S Sharp Ks nothing about the matter.

John Sharp I Rucker Must say who was to pay
Repairs — All of us went to upperships — Shop
Pa was at Shop about 1 hour — I see them
doing the work I now he dident order them
to fix it—

S Sharp. Mr Miles got the Waggon of
me Mr Tinder asked me for Waggon 1/2 day
I told him if Mr Miles was Not using it he
Could have Tinder Told me he got the
Waggon + paid Miles for it — $3,50

S. Sharp Claims
D M Tinder Claims
John Miles ✓

State of Ind } 66th goods
vs
Dasey Johnson }
Plea not guilty
N. F. Alexander Testifies Ag'd with D.P.
1st Conversation when he first came there
he stated his father left him a large Est—
he executed his Guard over the prop—
he Read letter purporting to be from his guard
stating he would let him have $8000
in addition he said Estate that it would be
$3000 I did not see his Letters
He Told me when he Rec'd from Guard
that he got his money $8000 & deposited
it the 1st National Bank at Indianapolis
he Showed me a certificate of Deposit on
the 1st N Bank Indianapolis for $8000—
Dont Recollect the Names to the certificate
Indianapolis was on the paper he him get it.
Out of Trunk the heading was printed
+ John Newlin Am Superintendent to Central
Asylum I am acquainted with Defts
he came there as a tramp — he left about
2 weeks Since — he has told me he had
Money — I told him I understood he had
a Considerable Estate coming to him he
Told me he had —
the next time I heard him say any
thing was when he was taken sick he
wanted to dispose of of his property by will
he made his wife the Told me it was $8000
the next I heard him say any thing was
when he got the Letter from Guardian Attorney
which Letter stated the Amt $8000 —
He said he had promised his Att'y $2000
He got a Letter from his Attorney stating
the Letter was not an Attorney Letter
of the Letter was that he had Sold the
Guardian — & the Money was Ready & he
would Meet him at Indianapolis & pay

he Read part of the Letter to Me — He Stated that his Atty & Guardian would Both Be at Indianapolis — he went to Indianapolis & Returned Same day — there was nothing Said that Knight about Money he Told Me next day that he got 23 000 & had Deposited it in Bank never Showed Me certificate —

I had no Conversation with him in Regard to Money he Told Me he thought he would Be a Farmer with his Money — Lots of people was trying to Sell him Land — I Believe he had the Money I have grounds to doubt — I have no Reason now to believe he had Not the Money — never has paid Me any Money on Board

X Came 20 Jan he came with order from Trustee — he was there as Laborer until he took Sick — Husband & Boy Self employed him — he was Sick at the time I found out that he had Money — Re-By-by Pliff

J. W. Estepp —

I am Slightly Acq^d with Deft Sworn Stand his reputation Be Good Not Acq^d with About 1 Month Before the suit got out that he had Money — No Extensive Acq^d with — Never Had but no Conversation with him about his Money he Stated he could not draw any Time for about 3 days — he Showed me no draft Nothing Said about Property — the next I saw him he was Sick —

John O. Wishard — One County Commissioner have The oversight of Asylum —

he Remained there Mr Newlan came to Me and wanted Me to give him Something to do he worked at painting — & Some other work continued there I heard of his having an Estate — about 1st April Mr Newlin came

& told me he was very Sick & wanted to make a Will — I witnessed the Will Mr Blake wrote the Will, Blake read the Will to him & he Said it was Satisfactory the Will was deposited with Me I have it Now — I went to Indianapolis Saw Nothing of him until I Saw him about Bank at the Depot — he told me his guardian was there I asked him how he came out he Said he had got more than he had Expected 23 000, — he wanted Stay at room [illegible] he got settled — Agreed to pay Board told Me he had deposited his Money in 1st National Bank at Indianapolis — My private note to me that he had gone to the Bank and there was No Money Deposited Nor did they Know such a Man —

I had private conversation with him in Regard to Money Matters — I told him if he would Show me your papers in Regard to Estate & I would settle all this Take Agree to do so. But he never Showed them to me — I asked him if it not Safe Put your Money in the 1st National — he Said he never has paid any Board

I Paid him for all work he done he Consented to his Staying & pay his Board — his Statements in Regard to his Money —

X I have nothing to do with Removing pauper that Belongs to Mr Newlan No dispute Trade about price of his work — it is Newlans duty to discharge Pauper — I think so no one went with him to Indianapolis he told me he had had got G Williams in Releasing his guardian —

he told me he thought he would Be a Farmer near Danville — My understand is that he is not a pauper & has not Been for some time I Paid him $36 for work done there — he Boarded three five or 6 weeks worth the Manner of treatment Same 4 or 5 dollars for work never asked Mr to pay Board the Cons are not allowed to collect money

(J. A. Shirley) Com Agt with Defendant became Agt with Same time last winter have had different Conversations with him Rept to me he Told me he had 2300 Deposited in Bank at Indianapolis he came to me and wanted me to find him where he could get Lodging after consulting with him I gave him an order to some Room to Stay over Night & asked him how Soon he expected to get his money he Told me he had allready got and had Rept in his pocket — he has been at the Room ever since —

(A. T. Hadley) — am a Banker Defendant various times he came into our house Some time Ago and Stated that he had Money in the 1st National at Indianapolis I think 23 00 the Bank Says he has no Money Defendant

(I. Newlon) Defd has not Been Staying at Room for the Last 5 or 6 weeks he Represented to me that he had 23 00, I did not Keep him there from any Representation about his Money — I fully expected him to pay his Board I expected him to pay his Bill —

C. A. White — One Physician at Penn Room & Daily Gathered his Health has Been Bad of late Times — I could not Say that it would be Dangerous for him to Leave —

S — Of Indiana
vs
W Dodge

J. A. Shirley — Com Agt with he had a Deficulty he found to be Correct he caught Dog By the Throat & Jerked on Ground — 21st July 1877 in Hendricks County — Sheriff — was present & Served the Deputy — Saw Defd take hold of him by the Throat & pulled him Around —

Sworn

Fees & Costs — $3,00

State of Indiana } Assault & Battery
vs.
Frank Alexander }

Comes the Plff by W S Adams Atty
the Defd comes also by O Patterson his attorney.
Plea Not Guilty

W. J. Brooks. Live at Rockport Spencer Co Ind. I was in the Depot on the 17th Aug 1877 at Hendricks County. I made no effort to strike him with any cane. I did not draw back my cane against the Defendant. I did not say to the Defendant that I would get even with him. I did not say that I would get even with him. I did not say that I would get even with him. I did not say that I would get even with him.

Cross Examined by Defendant

I was not drunk. I had been drinking. I had been drinking all day. I had been drinking all night. I had been drinking all day and all night. I had been drinking all day and all night and all day. I had been drinking all day and all night and all day and all night. I had been drinking all day and all night and all day and all night and all day. I had been drinking all day and all night and all day and all night and all day and all night. I had been drinking all day and all night and all day and all night and all day and all night and all day. I had been drinking all day and all night and all day and all night and all day and all night and all day and all night. I had been drinking all day and all night and all day and all night and all day and all night and all day and all night and all day. I had been drinking all day and all night and all day and all night and all day and all night and all day and all night and all day and all night. 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State of Indiana
vs
Able McClelland
Assault
Plea Not Guilty
Motion to Quash the Affd
Ovr Ruled

Came on Arraignment plea not guilty
W Willis Testified on Affd's behalf
was present Standing By Affd's Gate when
Defd Came up Close with a Stone in his
hand Came Right up to Over the Boys
forbidding Carrying Charles not to take the
Stone away from him on 27th day and
in Hendricks County

W S Gibbs Testified
Saw him with Stone in his hand within 4 feet of me
had the Stone drawn — Saw him pick
up the Stone about the Size of a goose
egg & drawn Toward Boy after he picked
it up — I did not apprehend he would
throw the Stone —

Defd testified
I had just come to pick up the Stone never
Raised the Stone in Throwing position I dropped
the Stone down — I was about 5 Rods from
the fight — I Said following with Stone I have hold of the Leg &
I pushed him away —

State of Indiana
vs
G T. Dodson
Grand Larceny

Came Pros the Atty for State and the
Comes also —
Defd Arraigned plea not Guilty Defd Moves
to Dismiss the suit — Motion Overruled
S Dodson Testified — Am Affd with
Defd I had a Sorrel Mare & colt Stolen
at the Date Charged in Affd G T. Dodson
took them in Hendricks County —
Cross Ex he tried to sell my crop of corn to
get his money — I Cant Tell Under what Authority
he tried to sell my Crop — I am the owner
of the Horse in Question — he has demanded
his money 2 or 3 times Some 5 or 6 persons
present when he took the Mare — I forbid
him taking the Mare — he said he was going
to have his money —
Re Ex he said he was going to take the
Mare & make his money out of her —
My father has a Claim on the Mare & bought
her of him she was his when
B R Dodson Testified
Am Affd with Defendant I told
him not to take the Mare & Told him if he
took her he would Lay himself Liable
I have Claim on the Mare She is worth
$75 Cross Ex — there is 5 yrs
Wm N. Dodson Examined
Am Affd with Defd I heard brother
forbid him taking the Mare She is worth
Some 60 or 70 Dollars — have not seen
the property since —
Defd Sworn & testified —
he Borrowed $40 of me Some 2 or 3 years ago
I was at his home Some 2 or 3 Weeks since
to see him about this money & asked him
if he had sold his Corn

I Told him I would go with him to sell the Corn & he would not go —
I Told him I would like to know if he told to get it if could out of any thing I had — I went & got a bridle & took the mare out of Barn Lot — his pap told me not to take the mare for she was his Stock Told me she Belonged to him — I took the mare & rode off the premises —
Cross Ex — he said he could not get a price for his corn to justify — He said if he had any thing to make my money to do so — the Old man told me not to take the mare I did take her away — I suppose she is worth I could get her — I left him in Born County on Saturday Evening about Sun Down — I was in Hendricks County when I was Arrested — he told me to take any thing — I would not say that he told him to take the Mare)
S Dodson Re Ex I did not tell him if he could find any thing to take and make his money
Wm Dodson Re Examined Stockton did not tell him to take the Mare or any other property & make his money he told him that if he had any property out of which to make his money to make it

State of Indiana
vs
J Dodson } Carrying Concealed Weapon
Come now the Plff by Deane Atty and the Defd by Counsel his Atty
Comes arraigned & plead Guilty
Proceeded To Trial
A Dodson Testifies
Came ag[t] with Defendant
I Saw him changing it from one pocket to the other — It is what called Bowie Knife — Some 6 or 8 in long in Hendricks County — on last Saturday — he had it covered so it could not be seen —
Wm[t] Graves Testifies
Came ag[t] with Defd I saw him ag[t] S Dodsons last Saturday I saw him have a Large Knife Some 7 or 8 inches long — it was what I would call a Bowie Knife he put it out of his pocket and put it Back again I did not See it after words — & the Knife was in a Scabbard —
Defd Testified — I had the Knife because I sometimes Kinds feel a Thing I came from Born County on that day Some 18 or 20 Miles Was then going to James Lowes & the Back home was about 2 days on the trip — My Residence is further East — I live in the East part of Born County I came down here after My Money —
I have Been Living Here Some 3 or 4 Months — I had Been to Back County I Started out to Buy Sec Wheat & collect My money — — Watermellon Vines Some ½ of Mile Away —
J D Glass Testifies am ag[t] with Defd am Living at his fathers

I saw him with me Last Spring he Stated he was going on a Tramp to Chicago or to Kentucky — Last Spring &
he has Been Back Several times since that time — I was at his fathers when he Started he did not Tell me where he was going

State of Indiana vs John Knightly
writ Rt Defe in custody

Comes now the Plaintiff By A G Adams his Attorney — and the Defendant by bb Stone his Attorney — and Moves to Quash the affidavit — which motion is overruled to which the Defendant excepts
Thereupon the Plaintiff demanded a Jury — Whereupon issued venire returned with follow
Wm Benton I Vannice John Drumbar Stephen Searcy Wm Ramsel Arthur Thompson F Damill Simon Ramsel Wm Patterson A Dorman and James Stapp Wm Patterson, Sworn to try the cause Pleas not Guilty Proceed To Trial

Lyons L Hunt
vs } for Possession
E Cook &
J M Roach } Oct 17th 1877 —

A E Cook Mr Roach instructed me to note the evening it was lifted
C L Hunt. Testified Cook & Roach came to me to Rent the Building I told them I would and we agreed on terms & the was that they were to have the Building 1st Apl to 1st July Mr Cook was to have the ground on the corn Be plowed & could be removed that contract was made in Bank & Note given due 1st July in the There was a Memorandum of Contract in The There was a Memorandum of Contract
I Possession Before renting to them the Building are not sure dollars for Rent & The grounds about the House I had possession at the time and gave them possession
I have demanded possession of the Premises They still hold it
& we had 2 or 3 Conversations about the Renting They were Both To gether
Mr Thomas & Mr Rollins when the contract was made — Mr Cook done most of the talking They were not willing To Be responsible for damage & agreed to rent ground & how they had arrange Between themselves about they said they only wanted the Buildings about 3 months — as they would have no use for them Longer — and they were to give Possession of ground as Soon crop Matured in fact — My Recollection is the Note was Signed at Bank The Memorandum was on the note Before it was Signed I was ag. to agent at the time Contract was Made that was not Spoken of at the time Cont made — The Land had Been put in my hands for disposal — The crops have Matured and Could Be Removed Mr Cook so Stated to me I have Rented the Land since —

Deed offered in Evd

B. F. Simms

I heard the Contract Between the Parties Mr Cook & Mr Roach was Both in They was to have the ~~Buildings~~ Building to the 1st of July and the ~~Buildings~~ ground with Crop matured The Note was Signed at the Bank me at Least Signed it There I am certain they only wanted the Buildings during the Season of the Stations —

Mr Roach Stated they only wanted Buildings when they Come 2nd time they agreed to take the ground also — the time spoke was all in the Conversations —

I had a Conversation with Parties Since Cook Refused to Let Building —

Mr Roach Stated he had nothing more to do with it his time with Building had ex[pired] the Season was out — & he would get out — the Station Cook had the ground — the Conversation was about the Stables

C L Hunt Esq — Cook desired us to go in there I asked him if his time was out he said he did not Care if it was out It would Injure his crop — Roach said the Season was over But he would like to stay till after Fair

Mr Kinsey An Agt with Parties

the Season of Stations commences 1st April & ends 1st July — the Building are with at this time pla[ced] for Month — up to July since Fair — I heard Parties talking Same time but could not State what was Said the Corn Crop has matured & could Be Removed without much Injury — the Building is worth $6 per month since July — —

R Hammond Esq

I heard part of Conversation Between Cook & Mr Hunt but Could not State what was Said Mr Cook was not willing to give up —

the Property is worth 10 per month

Leaten Harding — Esq

I saw the Note there was Memorandum of Contract on Note above the Signatures Before the was Signed — I heard part of Contract Hunt wanted to Rent for 1 year

they was not willing to Rent the Whole year wanted Building during Season & ground the Crop matured — Cook Have me part of talk they first wanted Buildings — Cook only wanted Buildings during Season — They wanted the Whole thing — they only wanted Buildings during Season

Pltff Rests

L E Cook Esq

I Came to Rent Stable to 1st July he had rented ground to Mr Lewis — Hunt would not Rent for that time — I dont think any one was in Bank at the contract was made if there was I did not See them — he said he Could not Rent Stable to 1st July unless we would take Whole thing — Not a word said about the time we was to hold possession — not a word said about maturity of crops Mr Hunt said he was acting as Agent — was talking of Buying — I signed the Note on the Clerk at Mr Roaches — there was Memorandum on Note Stating it was for the old Mill property — dont Know where Roach Signed Note — —

the Property if man wanted to use it I dont Know would be worth any thing — from that time on — about 300 cabbage on the ground & Corn Cut up not fit to Cribb — on Street they must use they wanted Pass — I told them they could not get it Mr Hunt said he rented me the ground but not the Building —

Not a word said about 1st July I never told I only wanted to 1st July — I did not see any one in Bank But Mr Hunt at contract I went 2 time to see Hunt 1 time to Rent Stable saw no one But Hunt in Bank Mr Hunt said he would not Rent Stable under 1st July unless we would take the Whole — he said Lewis had Refusal — I did not Sign note in Bk don't know where Roach Signed — I Read Memorandum on note — Nothing Said about Possess I never told Hunt crop was Dry enough to move I Told it could be Removed — I could not Remove corn without Damage — it would require Corn to Remove corn — it could be Removed with damage — he Said we could have it for $20 if Lewis did not want it the 1st asked $25 I Told him $20 was all I would give — I went some day to see Lewis & he said Hunt might Rent it —

J M Roach — Ex

I had But two Conversation about Property — we tried to Rent Stable with ground 2 — at Bank I think Mr Robins was at his desk I did not see Mr Thomas, we Rented all together we tried to Rent But dinner separate until July — there was not any thing Said about time to give Possession — The note was made in Bank I Signed note there or Completed — the note was due 1st July I Saw nothing on the bottom of note — I saw the note after it was Lifted Cook Signed note at my grocery — the crop is not matured so as to be cribbed the cabage is not matured Suppose property worth 2 or 3 dollars per month Mr Hunt said he was not the Owner of Property — was Agent — said he was Negotiating to buy if so he would like to have privilege to leave Stable

Continued

I Told him I would leave no one for Business after 1st July — as the season would be out we agree to take ground in order to get Stable he Told us what would take & we took it Nothing Said about the time we was to give Possession when the Contract was made

I never told Mr Hunt there was no memorandum on note — I Told him I had no use for the Stable after the 1st July I had no Rights there & might have the Stable so far as he was concerned

S Strange Ex

Mr Hunt States Mr Cook had no Right to the Stable Mr Roach had Stable until 1st July & took the ground Nothing Said about time of ground —

J Lewis Ex —

Heard Mr Hunt say he had rented ground to Cook Said Nothing about time he Said he had Talked of Buying property — if So wanted. Remove Basin

D. E. Cook Re Ex —

J — Hunt we went to see about Removing Stand Cook Said he had it until 1st March he Stated it would damage his crop —

B F Thomas Re Ex —

we met Mr Cook and asked him about Moving Stable he said we should not do it — was any thing said about the time the property was Rented Buy either property

S Strange Claims $ Ten dollars

J M & Meadows
vs
Jas N Miles } Dismissed by Plaintiff

E B Reed
vs
Gregg & Dowman } Oct 29th 1877 - Judgt against Gregg & Dowman By Default - 4 00

Jno Hardy et al
vs
Jas M Gregg et al } On Note

Charles Greenfield
vs
Jas M Gregg } Oct 29th 1877 - Judgt - By Default

B F Kesler Cs this
Wm T Mallow & Wm E Mallow } vs Chance of Venue
vs } Trial of the Right of
Jos. A. Shirley et al } Property
Oct 30th 1877

10 October A.D.

B F Kesler on the Pltff in this case am 19 years old — Brown horse, I am the owner of the horse have Been the owner for about 2 years — My father told me if I would Break the Mare I might have the Colt I had not Sold the Mare he is worth about $50 — Read Cow the Cow was always mine & is mine now I raised some pigs & Bought the Cow She is worth about $25 — Calf the Calf is mine is the Cows calf worth $5 or about 5 months old was present when Mrs Constable Made the Levy — I told him the horse the Cow & calf was my property there was no one Present at the time — Cross Ex —

have lived at my fathers most generally have worked away from home 1 month have always made my fathers my home — 2 head of Horses 15 of 25 acres of corn 12 Bush wheat 22 head of Hogs took me on schedule sold one horse to W Malcom the corn and Hay also and the Hogs — one Cow 10 head head of Cattle — She was out here at ground Pd the heifer is sold I sold her my self yesterday to Wm Malcom I never said the Hogs was dead father said so. I have no grain — I never paid any tax on this property never was assessed to me Was always taken Picked by the family — the Cow is as long Here the Levies — I Bought the Cow when She was a calf about 12 yrs old when I got the Property

The Heifer was this Cows calf — for they has not worked the horse as much as his other Horses has Rode some & plowed some I traded the horse to father & became dissatisfied & Took horse Back — did not Levy on Cow & calf Same Time Levied on horse Levy on horse first yesterday I sent Heifer To Indianapolis &

Covington Kesler Testifies

Saw the Father of B F Kesler the Bay is the Owner of the horse I gave him the one to Break & he to have the horse — the was B F at time of Levy worth 80 or 100 —

Cow was Levied on by Constable She Belonged to B F Kesler — Neighbor gave him a couple of pigs — he raised the pigs took the money & Bought Cow when Calf $12 Brot Calf home 7 years this fall I never owned the Cow Worth $30 — I had no property in Calf Cow was mother of calf — 5 or 6 dollars was for when Constable made Levy I am for Bid him to Levy —

at Time Bread was B F was about 12 yrs old — colt foaled on farm Bay Bay ever since except about an week home was Raised By me I sent him my Self worked him when ever I needed him — Hog I think was Sold to Butcher him in Town Late in fall Turn it over to By calf — Had 2 horses last May 2 head of cattle 3 all together all we Boarded could not Know where heifer is I said She was Cled was Joking — the Calf was not dead have no heifer at fathers now nothing about Shipping heifer I have sold Considerable Property Sold Malcom the Principle purchaser 33 head of Hogs in Sold 32 to Malcom Sold the Hay to Malcom they are all on the farm the Cow and Calf & Horse are on the farm — Said Horse 33 hogs 15 acres of corn all the hay — Sold the horse By fed of Malcom Bought 7 Bushels corn — I was to Keep Account of what I used

Settlement to which Starke only as I By it
mad the trade there at uncle Bobs - I told him
I had this propty for Sale - I had said all the
time I would Sell I believe & Spoke of
the Trade first - I told him I had Hay corn Hogs
& horse to Sell he said he would By if he could
make any thing I told him I would not Sell
without Selling all to gether - I told him I
would take $325 for the whole - I told him if it
was not worth Quite that I would take a little
less he offered me $250 I told him I would not
take it, was no one Present at the time I told
him I must have near what I Asked I told him
I would not of 25 dollars - Hay $18 horse $30 Blind
in one eye Corn 20 pr Bush estimate $25 Bus pr
Acre - about 15 or 18 Acres - Heifer about $15 Hogs -
2 old Sows 20 1/2 each - Shoats $15 the each - no Special
Estimate placed on them - the horse & cow has always
Been on my Place - 4 horses 3 head of cattle two of Mothers
I sold one of them to McCown at the time I sold the
other Property - 25 head of hogs owned Between us
one of the Horses I Gave in 1876 was the horse now
in Controversy & the Cattle in Controversy -
One Recollect the day I made the Trade with
Prescott it was not on Saturday I think it was
on Tuesday - had conversation with Mr Shirley in
the Store, I did not tell the court I mad the
Trade Between Jane & Uncle Bobs, I think $285
was the Amt I got for the property - the Sale was
Before any Judgements was rendered - it was
Sued - the pay was by Indebtedness
Edward McCord - Com the next friend of
the Plaintiff Louis Kesler -
Com his Grand Father - of Plff I view the
Horse in controversy B - Claimed the horse
I learned from the father that the horse was Benjs
Cow - give the colt to Ben when it was a colt
the Cow - I saw it when it was a calf he
Ben drove it By my house the Calf

The Horse is worth about $50 - the cow about
$30. Dollars I pastured cow for Ben - Ben paid me for
Pasture cow - the colt was a little thing Cow told the Boy if
would Raise it he might have it - 6 or 7 year ago
this Property was always kept at Cows -
when Calf was down By my house the calf that was at
my is now taken by somebody I dont Know who taken
Last Night - Cow has lived on my farm for some time
Lucy Kesler - Com the mother of B F Kesler
the Horse is his - he became the owner of the horse
as Soon as he was foaled. B Kesler is the owner
of the Cow - he fed some hogs for a neighbor
he gave some Pigs he sold one of the hogs and
Bought the calf that mad the Cow the Controversy
Lived in the Property about 27 Yrs - the was
the Boys then - the Boy always claimed
the horse - & was So considered by the family
the cow he Bought when a calf Ben told
me he had $10 and was going to By the calf -
B & his father Boath told me how the
Dam was owned - B. Told me he Bought
the Cow - Benj had the controle of the Property
& the prosperity has always Been on the farm
fed & Kept there -
Martha Williams Com Acquainted with
B F Kesler have known him for about 10 years
I Know he had a Cow Bought when a calf
he claimed the Cow - was not present when
Cow was Bought - Mr Williams Bought calf
of this Cow of Benjamin - he Exercised
ownership of the Property - all the Information
I have about the Property I got from the family
A M Collom Com Acquainted with the
B F Kesler Com Acqt - with horse in Controversy
Say he always claimed the horse - & what I
Know about the Horse Cow & the Boy told
me - M Templeton Com Acqt - with Plaintiff
I have Known him all his life I have known
the horse ever since he was a colt - I have
heard Ben claim the horse - I Know nothing about
Cow all I Know about here Ben told me

Defendants Testimony

Moses Kersey Con acqt with Covington
Con acqt with Horse in Controversy —
Covington offered to trade me a Brown
horse for a pair of Mules — 15 mo 18 mo 3 yrs old
the Horse in Controversy is the same Horse

B B Keeler Introduced had But one Brown
Horse —
The Schedules of Assessment of 1876 &
1877 — Introduced — as evidence
D. C Smith was constable who made
the Sale of Keelers Property — Cov Said the
Red Heifer was dead — Ben Said the
Heifer was Dead —
A Whitenack Con acqt with B B &
Cov So far as I Know the Cow in Con
Controversy — he Broad her to my Bull and I
Barked it to Covington —
I Know there is a Brown horse there
Last Spring he offered to trade for a Brown
horse I had To Match his Brown horse
the same horse in Controversy, it alway
has Been my understanding that the horse
& Cattle was Covingtons —
Miley Place Con acqt with C & B
Keeler was present at Logrolling at
S. Williamses — heard Conversation — I asked the
Boy How he would trade the horse for
my Mare Cov Said he had Something
to Say about that — the Mare in Question
John Mellon — was present at
Said Log Rolling — Place

Cov Said that Horse was not for
Trade

J A Shirley Con acqt with Keelers
was by Execution which was Levied
on the Property — I had, after Conversation
Saturday Before Judge he came into
our Store in a Rage — he went on to
Manifest Property —
he Intimated that it would not
to my duty
amount, he said he had a nice Lot
of Hogs This was on Saturday
Before the Sale To Maccon —

State of Indiana } Disturbing Religious
vs } Meeting
Stephen Moberly }
Charles Gatson }
Patrick O'Donnell } Gatson Plea guilty fined 5.00 Paid

Moberly & O'Donnell Enter Plea not guilty
Proceede to Trial by Court of O Donnell
A Plea & Wm Lichford was Present on the
19th April 1878 In Dist There with his Court
Dft I Heard Loud Talking I was disturbed —
I was on the 19th of last inst near Church the
minister had Commenced Preaching — the disturbance
was at the N E corner of the Church — I was entered
above common conversation — I dont Say it was
the Dfts that Made the Loud Talking — the Dfts drew
his Coat & denied it —
Charles Gatson I was at Church on the
Evening there was Loud talking on that Occasion
Defendant was There — Stephen Moberly & Myself
done the talking —
State Failed To make a Case —
Motion Over Passed
Stephen Moberley Plea not guilty & Concealed
Weapon — Not pressed By Attorney for State
State vs S. Moberley — Profanity
John Brown Sworn & testifies Am acqt with
Defendant I saw him on the 19th day of April 1878
I Heard him Say God damn — at the Church
Came on with his Coat on his Shoulder
he said By God I am no coward —
Wm Christie Am acqt with S Moberley
have Known him for 20 years —

Stephen Moberly for Disturbing Religious
Meeting Plea of Guilty —
fine — $5.00
& cost —

Wm Christie Claims
13 Witness Do
Alfred Allen

State of Indiana } Assault & Battery
vs
Andrew Ramsey } June 8th 1878
Plea not guilty —
Proceeded To Trial —
Wm Hart Sworn —
Lawson Comes up
Dismissed — By Prosecution

State on Rel of I Morgan
vs } Surety of the Peace
Caleb Dalton } July 2nd 1878 —
10 Oclock A.M. Comes now the Parties
& Demanded a Jury Thereupon venire Issued
To J. Crim, who Returned into Court the
following Jurors To wit, C C Robbs — Isaac Lawson
C Rose Lawrence Vancise, William Arnold & John
Fowler — Witnesses Claiming Attendance
Eli Johnson. } Henry Morris Wm Dalton
Wm Calvert } R B Newby
Jay Mendenhall } Layton Cavanaugh
Wm Stone } George Tucker
The following Witness Sworn on the Part of Plaintiff
John Morgan & Wm Stone, R. B. Newby (Jay Mendenhall
Henry Morris) —
& the following on the Part of Dfd —
Wm Calvert. Eli Johnson, Layton Cavanaugh
John S. Moore, Henry M. Strawhan, William
Dalton, George Tucker, Caleb Dalton —

B B Kisler vs Shirley & Crabb

B B Kisler Claims	75	not	80	155
A Whitesnack Do	75	60		135
Buford Howell Esqr Do	Not	Examined		155
A Pace — Do	75	60		155
John Miller Do	75	—	70	145
Joel A Owsley Do	Not	Examined		125
Dan C Smith —	75	—	80	155
				1105

I Malone am Acqd with Defd — Saw him in the fore noon on the 4th Nov I see him Carrying what I took to be posts & Saw him doing the Same in the After noon Saw him Carry two loads i Stake at each Load —

State of Ind } Malicious Trespass
vs
Isaac McCoy } Nov 21st 1877 —

A Coffman am acqd with Defd & files his affr I do not claim pay that Defd did me any injury —

Sworn & Sworn Says affiant Defd was for & said if any Kill his Hog he would kill them & he made a great many Threats — he said if I was to Kill his Hogs he would Kill every horse in my farm — he Went on in that Strain Since that time there has Been a great many Depredation a great many gates Throwd open fence Thrown down —

I measured the Tracks they Agree precisely with Defd tracks — I identified his track in that so that I became Satisfied it was his Tracks — I called the attention of Several to the tracks — Just before he threatened me he said that he would Burn his shirt to Devil me & he would do it as long as he lived Dog Killing about last March —

I Killed Five Dogs Killing Sheep — after Killing Dogs a short time the fence was Thrown down in a Number of Places in last Month the fence Between complaint & Defd fence was Thrown down & 13 or 14 head of cattle turned in — I found the Tracks & I was Satisfied that they were Defd Tracks —

Some time in last Month I a Apple Tree was cut down and I discovered the Tree was all cut with a Saw Just the Matches was produced & I Showed the Matches to the Possession of the Same by Isaac McCoy

Sworn

Cross

I did not see it if McCoy the 1st time I saw the Hatchett about fifty yards from McCoys House before dark. Don't Know whether I could have saw it or did not See when it came it was about the middle of the afternoon — The Marks corresponded with those on the Trees — This Creek is a part of one of the Runs, that Ship Warfield about 3 years since — from a Few days after the Depredations Commenced —

I fully Believed he would do me an Injury to property if he set his head to do it the Dept at Intervals about every 3 Months — Cant Tell how Broad the hurt was in Inches about 1 months ago the Cattle was turned in to Corn field — It was my fence & Corn field when the Cattle was turned in — Not My Land nor my Orchard — Never saw him throw down any fencing or cut down any Apple trees —

Some Time he came there with a design & Converse with me —

R Ex in Chief —

he did threaten using arms to my Property Rob. H. Hays and Wm Coffin on Cross with Defs. I heard him say he would Kill any Dam that would Kill his Hogs and he would Kill any man or Woman that would Kill his Hogs — he said the Bitten Dam in Nose than Coffins he made Threats But I cant Recollect what it was I told him he had Better let that Alone & I thought he was in a passion that he would Kill his Cows Hens — if Sam Killed his Hogs —

Joseph Hatch on Cross Defs Recollect the time Hogs was Killed Hear McCoy say that he would make Mr Coffin pay for the Hogs but

Coffin — Cant tell he did him he was not in a good Humor —

Nathan Alberson Sworn on Cross for Defs Lives on his Mothers farm (Coffins) have examined the trees for Mr Coffin for the Defendants — —

Rx The Coffins — on Cross for Defs I only heard say it would do him good to hate him — Madison Coffin never wanted to hear him Speak in Church again — Said Madison was a very Dam man to Refuse the Killing Squirrels for his Sick Father —

Adjourned until 9 Oclock Tomorrow A.A. Sherlin I know Defs when I see him on Cross for Mr A Coffin — I was called to examine fruit — I got Hatchett & compared it with the Cuts on the Trees — & found Hatchett Presented the Marks Shown for Them Selves this is the Hatchet Shown to me I think This is the Instrument that done the work — & I Saw the Trees 3 or 4 days Since the Trees were cut about 1 month Ago they were all Similar cuts — I Believe it cut the Trees I Believe that that Hatchett done the work I dont Say it could not be done by others —

Israel McCoy on Defs Cross Sworn for Defs Coffins Lives ½ mile apart See him once a week Pass by often I am friendly with him —

I heard Statements about fence being Thrown — I never threw down any fencing — Never opened any Gates and left them open Never cut any Apple Trees — I did not cut any Apple Trees

Never Trespassed Any Stock in his field
Mr Alexander Came along in Talon
hoeing time I Stated I would Make
Mr Coffin pay me for Killing dog —
Nothing Said about me Hunting
We was Close to getther —
I Can not the owner of the Hatchett
I Said Nothing about It it has not
Been in my Possion for the Last
6 months — I Cared Nothing about the
Dog he was a Bossed Dog —
It was last Spring I Think I was
there a talking to him — He asked me if I
Cleant Know that he did not allow
any to hunt on his land I told him
I did not — I told I would set up at
Knight and Burn my Shirt to Hate him
if he made me pay for Hunting —

C Sanders — was present in potato
patch — they talked about the dogs Alexan
der said if was his dog he would make
him pay for him — McCoy Said he
would Make him pay $5,00 — I dont think
there was any threats Made by Mr McCoy
Against Mr Coffin —

State of Indiana } Hunting without
vs } Permission of the Occup.
Isaac McCoy } or owner of the Land

Isaac McCoy — Am Agt — with
Mr Coffin — he told me that he would
give me or any body else 5 dollars
for all the Rabbits I would Kill on his
farm Last winter —
he never did Until I came to
his house — forbid — I was hunting
for I Killed no I Started out to hunt
Rabbits Squirrels or any thing else — I
was hunting Squirrels —

Jas McCoy I was present
we was out hunting, Robert McCoffin
Said he would give us five cents a
piece for all the Rabbits we would
Kill on his farm —

A Coffin I am the Occupant of
the Land described in Affd
I never gave the Defendant permis
sion to hunt on my land or any one
else — in March I never gave
him permission to hunt with a gun
on my farm —
he Knowledge that he Knew I
dident want him to hunt on
my farm — he said any
one I was willing to prevent any
one from hunting — I have
no Recollection of such conversation
I am sure I never gave him
permission to hunt on my Land
Mistress Coffin
She Said she new it was contrary to law
& to Mr Coffins wishes to hunt on his
Farm without Permission

State vs P. E. Reynolds -

Jany 2nd 11 Oclock A M

Sup Returned Served on all by Reading
Charles Bowen Lon Frank Frank Christie
Geo Riddick Charles Wilson Albert Kendall
Hamon Smith & Jr

~~And this Day~~ Defs Moved to quash the Capias on the ground it did not depict the Plaint which Motion was Sustained & Def Required to be held in Custody until new Aff was filed which was done

New Aff filed & This Cause Continued until Jany 5th 10 O Clock A M - Defs entered into Recognizance for Appearance

W S Gallimore

An Aff - W Adams Dave Ivey 17th Jany had a little difficulty in Respect to some Cloves - he called me a damned old thief and Caught me By the Beard & Jerked me about - & then got him out doors

Sworn Mullin

I saw them Throw each other - I got out of the Waggon & went in to the Room -

Wm Adams - I Started in with Load of wood

I Standed him a quarter of Dollar ~~I did not Receive~~ Whereupon he Struck me first - I was not Ejected until he Took hold of me - I don't think I called him an damned old thief until I went out of the house

State of Indiana }
J. S. Linza } Nov 26th 1877

Comes now the Parties and the Plaintiff Demanded a Jury Thereupon Venire Issued to J. O. Donovan Constable Commanding him to Summons 12 Lawful Jurors Pea not guilty — The Constable Returned into Court the Jurors of the Jury To wit John Talbot, John Baston, Charles W. Wyrick and J. Money Wm Stuart E. C. Mills, W Daugherty, D Kendall, J. W. Linden I. R. Cooper, Wm Lochridge, D Thomas Reynolds — 12 good & Lawful Men who were Sworn (To Try the Case)

J. G. Adams — B. Bowen vs. C. Smith — C. W. S. Wain Sworn and Examined in the Part of the State

Gent of the Jury in this case the Affidavit Charges that the Defendant unlawfully appear a Deputy Prosecuting Attorney in certain case alleged in the Affidavit in this particular that he had not been appointed in writing nor Sworn — Now before you can find the Defendant guilty the State must show that he was not appointed in writing and that he was not Sworn as such — The State must prove to your Satisfaction that the Defendant is guilty before you can convict — as the Law presumes every person person Innocent until the contrary is Proven —

If you find for Plaintiff

If you find for Def

And the Jury of Protem to make a verdict. Court over Summons and the case set for Trial Dec 18th 1877 — —

Motion for New Trial Reasons to be filed tomorrow morning

State of Ind Dy.
vs
D. W. Tyler } Defd waive Arraignment &
Plea Not Guilty — Defd by J D
Miller his Attorney Demanded 6 Jury and
Parties agreed that it be set for Fry
Thompson Venira Issued to J. D. Driscill
Special Constable who Returned into Court
the following Jurors of the Jury to wit;
J W Brazen I R Cooper Jas Maccrum J Hurndon
J B Barton Wm Cunningon — who was duly
Sworn to try this Case —
Proceeded to Trial —
C Jones & Son Sworn and Examined
Defd Sworn & Ex —

Jury failed to make a verdict
and was by Agreement Discharged —

State of Indiana } Brooke
vs
Ezekiel Jones } Plea Guilty —
fine — $1,00 — and cost —

State of Indiana } Selling Intoxicating
vs } Liquor —
D W Tyler } Before J Nichols
Come the Defd. By J D Miller
his Attorney & waives Arraignment —
Plead not Guilty and Demanded
a Jury — the Parties Agreeing to Six
Thompson Venira Issued to J D
Driscill Special Constable —

Sworn Enclosings Thos Pierson Silas Strange &
Strangham McPherson + Miller —
The Jury of the Jurors to wit;
C Jones Sworn Examined —
W. R. Warden
D. W. Tyler Defd

State vs J D Lyons Continued
Dec 18th 1877—
Venire Issued for Jury & Delivered to J A Donnell Cond—
Dec 18th 1877— Venire Returned with the following Jurors to wit
C Oliver Pack Lyes G B Walters E H Straughan
W A McDaniel E Inders L Vansickle J L Maccom
J A Reed, C R Hardy — Who was Sworn as such & proceeded To Trial —
B Howell & J G Adams Sworn and Ex as Witness on the part of Plaintiff Def'd Offered & Rec'd Evidence

State of Indiana } Parke
vs
John Newton

Comes now the Def't and waives an Arraignment and enters Plea of Not Guilty — —
Proceeded to Trial —
Jas McClain Sworn in St. Ans Def't with Def't. Saw him on yesterday — I went up yesterday I heard Swearing — the Old man came Round to Boy & said Clear your self out of the field you God damned bald Greyheaded Son of a Bitch — & struck his first at me & It was in Guthries field — I was little surprised & I did Not a gentlemanly act — he said Clear your self out of the y God damned bald greyheaded S of a Bitch
Defendant Examined
he came into the field where we were gathering corn & stops Round where he was standing & said Jimmie get out of the field or I will put you out with my Fist did you say he was a God damned Bald Greyheaded son of a bitch I did I dont use profane Language

I defy them to find any on the records that ever heard me use profane Language
Continued —
I did not use any Gestures & about ½ mile from where McClain lives I saw him coming there he and my Son was Talking not more than a minute with my son when I went around & I Take it with him not more than one minute part of Shock corn was mine — I was a little angry my Blood warmed up — I got angry when I heard his Conversation — I never Swear Any

fine & Costs fine $2.00

6 Witnesses claims —
Sworn claims

State vs J S Lyons Continued

Dec. 18th 1877 —

Venire Issued for Jury & Delivered to J A Donnell Const —

Dec 18th 1877 — Venire Returned with the following Jurors to wit

C Rivers Peck Lyons G B Wallace E H Straughan W A McDaniel E Linder L Vannice J L Maccubbin J A Reed, C R Hardy — who was Sworn as such & proceeded To Trial —

B Howell & J G Adams Sworn and Ex as Witness on the part of Plaintiff Dep Clerk Issued Ex Endorsed —

State of Indiana }
vs } Panel
John Newton }

Comes now the Defdt and waives the Arraignment and enters plea of Not Guilty — Proceeded to Trial —

Jas McClain Sworn in St. Com. Ex. Defdt. with Defd. saw him yesterday — I cond. as yesterday I heard Swearing — the bald man came Round to my Sid and Clear your self out of the field you God damned bald Greyheaded Son of a Bitch — & struck his fist at me — It was in Guthries field — I was little surprised & I did Not a gentlemanly act — he Said Clear your self out of the y God damned bald grey headed S of a Bitch

Defendant Examined

he came into the field where we were gathering corn & Stops Round where he was Standing & Said Jimmie git out of the field or I will put you out with my Dog Did you Say he was a God damned Bald Greyheaded Son of a Bitch I did I dont use profane Language

I defy them to find any on the Registered that ever heard me use profane Language

Continued —

I did not use any Gestures — about the rule from where McClain lives I saw him coming there he and my Son was Talking not more than a minute with my son when I went around & I Take with him not more than one Minute past of Shook corn was mine — I was a little angry my Blood warmed up — I get angry when I hear his Conversation — I never Swear any

Fine Guilty fine $2.00

Witness claims —
Juror claims

No. 330.

VENIRE.

Hendricks COUNTY, }
Center TOWNSHIP, } SS:

The State of Indiana, to J A Donnell Special Constable of said Township:

You are hereby commanded to summon Six

qualified voters of said Township, to appear before me, a Justice of the Peace, at my office therein, ~~at~~ ~~o'clock, M., on the~~ ~~day of~~ on the 18th next, to serve as Jurors in a case pending before me, in which The State of Indiana is Plaintiff, and Doctor William Tyler is Defendant, then and there to be tried; and this said Jurors shall in no wise omit. And have you then and there this writ, with your doings thereon.

Given under my hand and seal, this 8th day of December, 1877

Thos Nichols, J. P.

Dec 20th 1877—
State of Indiana }
vs
J. S. Pirtle }
Venire Issued for 18 Qualified Jurors
and delivered to J. A. Donnell Special Bailiff
Case Continued until 27th Dec 1877—
at 10 Oclock A. M—

State of Ind }
vs
Saml Markley }
Come now St. Adams and the
Def'd Come Now to Dismiss this Case

St. Wally
vs
N Linn

I told him I did about 30 Cents
to have it put in the warrant
to have it in for 1 dollar
I guess I spoke that he might put
it in for he then he said he would
if I would furnish cost it Run on
the warrant the order on the road was
was stolen off — I told them I had
paid him for the 6 months—
cards &c— I got them 11 00
By Cash on the above— $5.00
July 3d 74 500 cards — 2 00
Cr By Cash pr Linn 5 00
Jan 1st 1875 on R D Mem 12 75
May 24th 77— Cash 10 00
Dec " 77— " 5 00
3 yrs Advt at $16 pr year 57 75
Linn agrees to 6 months in each year
for $8.00—
he was asked one a word about the
Account— until I came to settle with
him— I never ordered him to take
it out—
J W Hart Sworn—
Mr Linns Bill was in 1874— and
Continued in until Walls left—
he allways settled Quarters when their
time was up unless there was a Special
Contract.
I Cook It is sometimes
the Case the editors carries Advt— one
or 2 week— they usually continue
unless ordered to take them out and
expect pay for the same—

J W Hart Closes 1 day—

State

~~State of Indiana~~ ~~St of Ind~~
vs
John Rodgers

Rd Rt Dfd in Custody June 22 1878
Come now S T Adams Attorney for the State And the Dft in Being arraigned enters Plea of not Guilty and the Dfd by L H Bassett his Attorney demanded a Jury Thereupon Venire Issued to Wm Cunningham Constable to Rd forthwith for 12 qualified Jurors — and the Constable Bring into Court the Jury of the Jurors To wit — Jno L Marcum F Robards Isaac Lawson Mel Cunningham Thos Pierson E C Osborn Henry Montgomery George W Acton Jno Staples Simon Finder E H Strawhorn C Baugh — who were Sworn to Try the Cause & a True Verdict Render According to Law & Evidence —

Proceeded to Trial —
G W Rodgers — Sworn & Testifies
John Rodgers Sworn & Ex
Lucia Rodgers — Ex —
John Rodgers Sworn & Ex

State of Indiana
vs
Reuben Drummond
Intoxication

Come now S T Adams Attorney for the State — and the Dfd — and on Being arraigned pleads not guilty

State of Indiana }
vs } Intoxication —
William P Wroles }

Comes now S.T. Adams Attorney for the State and the Defe
and on Being Arraigned enters
plea of not guilty —

Dr W Taylor }
vs } Debt &c
Lewis Griffith } Feb 4th 1878 - 10 Oclock
A the Writ & Sheriff Returned Served
Comes now the Parties. & Defe files
his Answer — Defe Called Jury
Venire Facias Issued Returned with
following Jurors of the Jury Viz:
C. W. Tenbow Fred Urbin Wm Stuart John Hill
Henry Montgomery James Stapp James Padgett C
Baugh Wm Eichhorn Fred Patterson Silas Stoaner
& John Jones — Jury Sworn & Passed to Trial
Dr W Taylor Plff Sworn & Examined —
Jury Dismissed Sworn & Examined —
Plaintiff rests —
L. Griffith Defe Sworn & Testifies
Charles Good Sworn & Testifies

John W Tilton } Trespass
vs }
John O'Donnell & }
Jesse Cannaines }

J W Nelson Constable
I am the Owner of the Horses
The Constable O'Donnell got me of the
Horses & Carries the other Carries told me
he had Both Horses
I have a Room have full control of
the Son & Boy Sheldon I pay the for the
use of the Room — I Tendered the Bill &
Schedule & he Refused to take it

Jacob Rogers Is acquainted with
Isaac he has a Room which he occupies
he has two Children they pay One for the
Room Has in his Room his Beds & one
Cook Stove & Household goods — Defe with
Three Horses — they are worth $75 or $80
Isaac has a wife She has been
sick for about 3 years — he lives up
North — lives in the Room about a year
After left there & Came to Troy —
Now 1876 has been there two years Since
Stayed here about 5 months — he has
2 Children two of them live up North
one Daughter Married —

I am Tutors Uncle the Children have
not Boarded Been at my home all the
time we lived at Big Eyes — Going to
School — the other I was at my House
Tutor worked at J Stuarts about 2
months he has been working for
to Simon B. the day — he Boards
at my home By the Week he has one
Room he and his Children Sleep there
he and the Children has Been there all
Winter — he was gone about a week

this winter he has worked about 2 months for me this winter — he pay me 3 dollars per week for self & children he works at 60 cent per day he had a cook Stove when his corpse died which he sold he has 3 Beds — he Boards with me all the time —

Wm Riggins — I am acq[d] with the horses in dispute they ought to be worth 80 or 85 dollars the Stays at my Brothers has a Room to himself

I Know that his wife is Dead The all Stayed at my Brothers —

Occupied the Room all the time he was away — he came home every two weeks —

I Know I sent my little girl to Bro's to go to School & She went 3 days & Returned home —

I Si Gordon am acq[d] with the Horses in dispute they are worth about $100 — Defendant occupies a Room at Wm Riggins has a Room there which he occupies —

Schedule In Evidence

Off Rose —

I O Donnell I was acting as Constable I went up to J Johnsons heard that he was there heard that he had a Horse I went up to J Long Talked with Defendt — he called me off to me side he told me he had 2 horses Said they was Both his & he agreed to Bob Riggins I told him I should levy on one of them he said the one at Bob Riggins

he said he a Barking plow & Harness next day I went out to W Riggins went to Defendants house I went up to Riggins — Defendt Riggins examined Records & Told me that it was 2 heavy mortgaged I Brought me horse to Down had nothing to do with Defendants Taking the 2[d] horse — I Issued the Execution & horse over to Constables he told me he offered to take $45 for the 2 horses would not give more than $20 for the horse — he told me he found at W Riggins — had no property or 2 horse plough & Harness

When I Issued the Execution Edwards I was only Special Constable & Issued the Ex over to Constables —

J Cummins Am Constable of Center Township had nothing to do Levying on the 1[st] horse O Donnell Issued the Ex & horse over to me & I went out & Levied on the other horse Defendt demanded a Set off I told him I did not think he could take a Set off as he was not a Householder

I would not think the 2 horses would Bring $20 a piece —

John O Donnell Returned me the Ex & Told me there was a horse in Kings Stable Told me who the Mare was Told the horse was Levied on — he put the horse there

Rebuttal Test

he came back to Bodine Harvey
he asked me if I had a horse I told
him I had he asked me if that was
all I told him a little Bran &
plow & Harry — he said Nothing
about Horses Hold goods
I understood he had an Eye —

Plaintiff
Ignatius Easter P. 249

Def'd —
Law Dictionary P 592
Indiana Reports 18 Volum P. 120
To — Do 15 Do P. 552

State of Indiana }
vs } Malicious Trespass
John T Ellis }
Writ Returned Def'd in Custody
Comes Simond & Adams attorney for the State
& the Def'd By J S Miller his attorney and
Enters plea of not guilty —
Proceeded to Trial —
Watts Easter Sworn on Oath — in the Def'd
Saw him about 16th March Saw him
Lay up the fence — the fence was brand
Easters the fence was Tenibly Racked the
fence was up nice Before — it was worth
200 dollars to Repair the fence &
The fence is in Center Township the
was ten Rails high — I Saw him laying up
part of the fence the fence was Badly
Racked for six or Eight panels —
I would not Swear that he throwed the fence
down —
in Chief it was Between 3 & 5 Oclock
the fence was in good order before noon I
See No one else pass through there —
& I did not See him throw the fence down
Jesse Easter Sworn on Oath — in the Defendants
I See him laying up the fence did not
See him throw the fence down I See the
fence in the fore noon it was all up
Nice — If any other person had went
through I would have seen them
& the first I Knew of the fence Being
down was when I Saw Ellis putting
it up —
Def'd Ellis testifies —
I was passing along the Road the fence
was down others had passed through the
Road was Bad I thought I would go through
I got down and Straightened the fence
& passed through & then laid the fence up
Tolerable Straight

the fence was Racked when I came to it
I laid it up Better than I found —

State of Indiana } Profanity —
vs
John T. Ellis } Plea not guilty Provided
To trial —
Walter Easters — Ex — I heard the
Defendant Swearing he said I will Kick
your god damned ass the whole pack of ye
are a lot of god damned Thieves he said
he would go Through or Kick your damned
Ass — I told him he could not go
Through — he Say how will I get out
I told him to go Back or Through the gate
he Started off & Said the 1st time he
caught me out he would Kick your
god damned Ass —
Jesse Easters — Ex
I heard Defd Say god damn you

Defd Ex Amined —
I rode up to where Walter was
I thought he was laying the fence down
for me to pass — After awhile I told
him to wait until I got out in the road
I would settle it for the you — I did not —
I was Right Smart Mad I never said
that word that day —
fine $2 00

State of Indiana } Profanity
vs
John T. Ellis } Plea not guilty
Walter Easters Ex
the Defd called me a god damned
liar & Said the whole pack of you was a
pack of god Damned Thieves — he Jumped
off his horse and made to the fence —
the 1st time I get you in the Road I Kick
the god damned ass off of you —

fine 2 00

2 00
5 00

W. Easters & Jesse claims
Jesse Ex —

~~Attc~~

Absolom Thornbrough April 25th 1870 A.D.
vs
J. A. Griswold

Comes the Parties and Dft's files
Answer — Summons & Sheriff Returned Issued
J. H. Crum Brings into Court the persons
of the Jury Empanneled — Milton Noakes Henry
Coates James McBride J. McCown, Alonzo
McDaniel John Fennell J. N. Hawkins, Henry
Conrad, W D Ayres, B. L. Wilson E. H. Sinder
Charles Sopin who were Sworn To Try the
Cause — Thereupon proceeded to trial —
The following witnesses Sworn & testified on
the part of Plaintiff — A. Thornbrough, W. D. Ross
Seth Ross, —
On the Part of Defence
J. A. Griswold — James Griswold, Isaac Clarke
Jacob Phillips —
On Part of Plff Rebuttal
W. D. Ross, Seth Ross, A. Thornbrough
I Phillips Recalled — J. A. Griswold R. Collier

W H Ross	1	Day	14 Miles
J & Phillips	1	"	6 "
W T Ross	1		6 "
Seth Ross	1		6 "
Barney Gossett	1		11 "

Wm Parson for Bring Papers — 1.00

Wm R Baxter
vs
A. A. Fowler
May 11th 1870

Comes Now the Plaintiff By Campbell & Cowan his Attorneys
& the Dft By Hardy & Baxter his Attorneys
The Plff files Amended Bill
W. R. Bagby Sworn and testified
Dft — Admitted the Claim

Albert Fowler Sworn & testified — that the Note paid
in Account and other Persons on an Account
Joseph [illegible]

Made Debt and I heard no more from him
for 2 years —
He gave me Back the Note taken To collect
the Ballance of Bird Bill $59 — the Account
Amounted to him $64 — I called at
the exact time the Debt was Made & Thereby
about 2 years ago —
He told me he wished me To take Back
the Accounts & give him my Note and I
Refused — This was about 2 weeks before
Pa was in the Room when I assigned
him the Accounts — he acknowledged the
the Note in Court at the same Time I assigned
the Accounts — & Cred G Gray $5.00 on an
Sparks $3 on 350 on Tom Coleman 6,00
on Pickett $8.00 — on John Ross of
$2 00 on A Gossett $3,12

Note on Geo Fowler $44 — I think I
told him I would take $21 for the Note —
I gave him these Accounts on Acct of my
Accounts — I dont Remember how these Accounts
was assigned to Baxter — he took the
Account in full Settlement of the Bird Bill
I dont Remember his words when he took
them I told him I would make Good those
Accounts & would pay them if he failed to Collect

Dr Acknowledged the Accounts to Be good at the time he took them —

The Court ordered he Returned to me the Accts I collected I tendered him the Money thereof & Same — I told him I would Study about Taking those Accounts Back he Said he had made no effort to collect them —

Barker R. Ex —

he sent me these Accounts to collect — he gave me the Amounts of the Accounts — produced the Bill of Accounts — they was given to me about 2 years ago in the Drug Store he said he would notify those men the Accounts was on I told him I would take them & If they paid me it would be all Right. I offered him the Accounts Back — I never had any Regular Bill of Accounts this List is all that I ever had — I expect he wanted me to keep the Accounts — I Suppose he wanted me to take the Acct for the Board Bill — he sent me these Accounts in a Letter — I did not Say I wanted him to take the Sherm Acct Back because he was my Father in Law I never made any effort to collect those Accounts he said he would notify them Reason I have let my Accounts Run the Way I did not Require him to pay Sooner — did not See Mr Lowles very often not more than 3 or 4 times During 2 years I dont think I called his attention that they was not paid Mr Lowles never Said I Took those Accounts in full payment for the Board Bill. I admit that C. B. Sowe tendered me the $3

That Bill is all the Accounts that was ever delivered to me By Mr Lowles —

J M Carter Sworn & Ex

Some time during the winter Dr Lowles told me that he had an Account against Sherm and asked me if he had better file it against the State — he said at the same time he had given the Acct to Barker on Board Bill —

R P Lowles — Am Co'd — with the Talking upon this matter and Dr Barker I heard Mr Barker, had been in there about 2 — Dr wanted him to take certain Accts he Refused Several Accts — he said if he would give him the Sherm Account he would take the others — Some 2 weeks since he Came in and wanted the Dr to take the Accts Back Dr said he would not Take them Back did not swear any Accounts Presented of Capt Herring the word was he would Take the others if he would give him the Sherm Acct — Baker said if he did take them they would Cost 2 or 3 dollars of Costs —

John M Carter Witness Claims Attendance

State of Indiana } Drawing a certain deadly
vs } Weapon on Allison
E. Douglas King } Sworth —
Affidavit filed —
Thereupon Writ Issued to J F Orion Const-
Writ Returned Defd in Custody —
Come now J G Addams Attorney for
the State — and the Defd in person — and
Waives Arraignment & Enters plea of Not
Guilty thereupon proceeded to trial
found guilty — —
fined — $ 300 — —

State of Indiana } Breach
vs } Before J Nichols
E Douglas King }
Affd filed —
Thereupon Writ Issued to J F Orion
Constable Writ Returned with Defendant in custody
Comes now J G Addams Attorney for the
State & the Defd in person and Entered
plea of Guilty — — fine $2,00 and

W. P. Fowler }
vs
H Kinsey et al }

The Constable Bring in to Court the Jurors of the jury to wit

George Stone Belmont Swain A.P. Parents
John Russell, John Bowsman, & Allen Furman
who was Sworn to try the case Thereupon
proceeded to Trial —

W. P. Fowler, Sworn & Testified for Plff —
John R. Kendall. Do — " —
Jo B - Ross — — Do — "
S. E. Cook — — Do — "
Curtis - King — Do "

Plff Commenced his Complaint
W. P. Fowler - R. Calvert —
Moses Kinsey for Defence

C. King Claimes His Attendance —
John R. Kendall Do Do

State of Indiana } No 3.
vs } Pr fm —
Caleb Dalton } June 15th 1878 — 100 Dgs
Come now the Parties —
Defd waived arraignment Plea not Guilty —
John Morgan Sworn on the Part of Defd
and he is Like any other god damned coward
Defd is over 18 years of age — &
Ex he was Standing on side walk
Wm Stone & Wm Calvert had hold of him
& Moses Coleman Brother to Dalton Dispersed & Struck him
Pleasant — I think the Condition would be calculated
to make one Remember —
Wm Stone Ex —
Saw Plff with Defd & Jno Morgan was present
on Saturday Prior the Difficulty — Defd says he is
just like a god damned coward as above before
he was hurt — & he used the above words
Calling me an god Damn I by me at that
ever I By Any — I am sure he used the
words —
Henry Morris. Ex
Saw Plff with Defd & Morgan was
present at the time of Difficulty — he said
he was like any other God damned coward
all ways hollows Before he is hurt — I
was Standing Near him & am sure he
used the above words I saw no friendly
Terms with Mr Dalton as Much so as any
body Else — he him every day — I have no ill
feeling Toward him There has been ill feeling
12. Towns Mr Morgan & my self
Ex Mordecai Cale Saw Plff with Defd
Saw Plff with J Morgan was present at
the Difficulty — God damn him he is hollowed
Before he was hurt — I did not hear any in
Else Swearing —

Continued

R B Newby

Was on the ground with Dft & Morgan was present at the time of the Difficulty within 2 feet of them — he said God damn him he dollars Before he is Struck — Was a personal friend of Dalton's — — have not been Boasting Am on good terms with Morgan —

Cliff Reed —

John Tomlinson Ex

Live in Plainfield was present at the time of the Difficulty — he Dalton did not use any profane Language he said he hollowed like a Horn pup before he was hurt — Calvert and My self took him off — I am certainty one of Daltons friends — I dont Know what the Morgan was defending — he Started to thrash him in Court — — My feeling was friendly toward Mr Morgan — he has been against me in Trials —

Mr Calvert — Ex —

Was you Present at the Difficulty on last Saturday after the Difficulty —

I told him Morgan had Enough he had hollowed — he said he commenced hollowing Before I had Called — Did not hear him use any profane Language on the occasion I dident hear him swear — he might have sworn and I not heard him — I was engaged in Seperating them —

David McNab — Reside in Plainfield was not Close By the Difficulty was about 40 feet off when they Commenced went up to where they was fighting they was seperated when I got there quite a Crowd around Mr Sellers — Live in Plainfield was not present when the fuss began Came up soon — I heard Dalton Say dalton him Let me go I have not given him enough he might have used profane Language I did not hear him use it

Henry Strong Ex

was not verry far away at the Beginning of the fray they was taking Dalton off of Morgan when I got where I could hear I never heard him use any profane Language he might have done so —

John Douglass Ex

was present part of the time they was parting them when I came up they was seperated — I hear him Say Dalton I dont pretend to Say he did not Swear

C Dalton Ex

I did not hear any profane Language on the Occasion —

						2 00
fine	2 00					
Doc fee	5 00					
10 fees	2 10					
	9. 10					

+	W Calvert Claims	2	days -	2	days	9 miles
	Wm Lakin	1	"	2	"	9 "
	Eli Johnson —	1		1		9
×	Wm Stone	2		—		
×	Henry Morris	2	"	—		9 miles
×	Asa Mendenhall	1	"			9
×	R B Newby	2	"	2		9

State of Indiana } Parole
vs
Caleb Dalton } June 15th 1878.

Comes now the Parties and leaves an Arraignment — Plea not guilty

Pros

John Morgan

I filed the affidavit the Def'd used the words charged in the affidavit

Dalton said to me you learned your case you Cant Bribe that Nigger, as you did to by Mr Buchon Eldridge in Hendricks County

Wm Stone — I was present a while I heard part of the the conversation. Dalton said you have lost your case he said you Cant By that Nigger or By him like you tried to By Buchon Eldridge — Dalton didnt seem to be

D McStabb — was present at the time of Trial. Morgan came over where Dalton & me was Setting — Dalton said Morgan you have a bad case, you Cant By that Nigger or Bribe him Morgan said it was a lie — Dalton said he said it — I dont think Dalton was angry. — Rest

John Tomlinson was present I was Setting Close — I heard him say something about Bying that fellow Morgan said Dalton said that he was a Liar Dalton said he said so Morgan said he was a Liar, I didnt consider him out of order

C Dalton Ex —

I Said John you have lost this case you could not By that darkey for $25 he said he did not thy I said you did try — he Any Body said it was a Lie

I said it in a forcible manner not intended to Insult him — when I said it I Suppose I must be had done — R Ex I did not intend to Insult Mr Morgan when I first made the Remarks I says you have tried the Case he said it was a lie

County of the Peace

D N Smith —	1	Day & Mileage	9 —
Lafon Carnack	1	"	9 —
D McStabb	1	"	9 —
John Tomlinson	1	"	9 —
Henry Strawhan	1	"	9 —
George Decker	1	"	9 —

Martha A Rankin Pltff
vs Before T Nichols J P
Saml L Hawkins Deft June 22nd 1876
11 Oclock A M Comes now the parties
by their Attorneys & the Plaintiff demanded
a Jury and the parties agreed on 6 Jurors to try
Thereupon venire Issued to J F Perrin Const
Returnable forthwith
The Constable Returned into Court the
names of the Jury to wit. Thos Pierson Wm Riggins
George Pierson Thos McReynolds William
Mackerson Saml Williams — who was ~~Will~~
Sworn to try the Case —
Thereupon proceeded to Trial, Witnesses
Sworn & Seperated —
Martha A, Rankin Examined, for Pltff
Jacob Shelly — Do — Do — Same Do
George Shelly — Do — Do — Same Do
John Shelly — Do — Do — Same Do
Israel Shelly — Do — Do — Same Do
Ed Courtney — Do — Do — Same Do
Ed Rankin — Pltff Rests Do Same Do
J Saml W Hawkins Exd on Part of defence
Jesse Hucks — Do — Do —
Benj Connett — Do — Do —
Joseph Harris — Do — Do —
Robert Alexander Do — Do —
Wm Nadley Do — Do
J W Hawkins Do — Do

Jesse Hucks claims Jacob Shelly
Wm Nadley 4 Miles Do George Shelly
J W Hawkins 2 " John Shelly
B Connett — " Israel Shelly
Joseph Harris 7 miles Ed Courtney
R J Alexander 7 miles Ed Rankin
Wm McCoys " R Dempsey

Jas B. Brayley Debt on Account
vs Before Thos Nichols J P
R P Bowles June 22nd 1876
Comes now the Pltff By A T Adams his
Attorney & the Defendant by his Attorney
and files Bill of Particulars as a Set off
& Counter Claim —
And Proceeded to Trial

J. B. Brayley Sworn Ex Pltff
Set made in the favor in the Presence
of J Dempsey — who set down the Set in a
Book — which was presented to Mr Bowles on
the 22nd of Oct, leaving a Balance due
me $22 49 I worked out his Land Tax
& got a Receipt & delivered to him for 11 00
I Gathered corn that R Courtney raised
which he hired me to do 5 00
Gathering Corn for him I gathered 156 Bushels
@ 4 Cents per Bushels 3 12
Gathering Corn — I Bought of him
which I Gathered — — 4,10
In Sept 3 pigs & had 10 — & he agreed
to buy 7 of the 7 pigs — $1,50 5.25
I fed the partnership hogs about 20
head about 4 Bushels fed them out
of partnership Corn ~~I~~ said I will pay
you what is Right 15 00
which is due and unsettled. X
the price was to be at 15 cts per head —
Jesse Curtis Sworn & Ex —
I helped him to Gather the Courtney corn Corn
Corn 3 days Mrs Bowles told me to tell
Plaintiff to Gather the Corn — I think it
worth $3 for day 9 00
I helped him to Gather Corn for Mr
Bowles — which we Gathered & put in the pen
Did not hear any thing about the Sale of
Corn By Mrs Bowles Pltff Sold 6 of the 7
of 7 pigs at $1,50 per head

I Know Plaintiff fed partnership hogs
Aboard 4 months — Aboard 240 head I
would think at least 15 or 20 dozen
To feed the hogs — I mean feeding the
½ of the hogs —
We fed the most of Shock corn to the
hogs — put 1 load in the pen —
Cliff Rusty
R. P. Fowler Ex Ex
The hogs were to be fed in the Settlement
the Pasture was good he was to pay me
1,25 per month per head for Pasturing Stock
I was down there 3 or 4 times during the
time — his hogs weighed 545 lbs more than
mine which he was to take pork for out
of the Lot — the hogs he took would weigh
Aboard 200 lbs — if he killed 8 hogs ½ of
the amount was his & the Balance mine — out
of which the 540 lbs should Be Taken leaving 260 lbs
Pork was worth $3.60 per hundred
the cattle were on the pasture 12 weeks at
125 per month —
The mules were on pasture at least 1½
months — each at 125 per month per head
The Stock field was 1½ miles where
27 acres, I had one Steer on Stocks —
Apples — I did not get any of those
I charged to him I did not have him
Gathering apples on the Shares —
I sold him 100 Bushels of Corn I don't
think he put any in the crib he was to
Gather it — There was cribs about the
Barn with corn I suppose was his he
might have got 50 Bushels or Less I could
not Say — I don't Know how much he
Could tell I don't Know just how much
was fed out —

J S Bowles Ex Ex
I Pastured 2 horses 2 months — $1.25
& fat hogs I killed 6 hogs for my meat
I weighed them I forgot the weight It is
Set down in the Book — which was produce
— weight 693 one weighed 120 — leaving 268
lbs 134 lbs I should account to him for $2.82
2 Cows on the Pasture for 2 months 2.50
per month $5.00
I Put the mules up in the Stable in
August — they were not on pasture
he had 1 Steer on the Stock field
& I had 2 Cows on the same
I had horses on the Stock field I don't
Know how long — the Stock field was
worth about $2 per Acre I suppose
my Stock used about $4.00 more than his
the apples I gathered on the Shares
Mr Fowler came down there & Took them
I think I got about 8 Bushels I don't
think they were worth more than 20 per Bus
$1.60 —
I Bought 100 Bushels of corn of him at
30 cts per Bushels — I put the Corn in
his crib — I never got any other of Corn
of him — there was 4 or 5 Rows I cut up
& throwed over to the Hogs Before the Settlement
he agreed to pay me what ever was Right for
feeding the hogs It was not considered in
the Settlement —
I wintered 2 horses 2 mules & 2 cows
I had the 2 for mules about 10 days — I generally
winters my Stock on about 100 —
the hay & the I Took away was 50 lb Better than
I left yet there 30 Bushels Corn 10 Bush I
Suppose I hauled away when I went away —
I think I had about 2 tons Best of hay
after feeding hogs —

Caster Re Ex

Plff had 2 horse in Pasture 2 mon
I see 5 hogs weighed close on to 8 or
lbs — the cows was in pasture 2 Months
the Rest Staid in the Stable the most
of the time they was not in pasture
I Know Plff had his horses & Cows in
the Stock field Plff Got about
3 times as much of Stalk as Def.
8 Bushels was all the apples that Plff
got — the Corn was put in the pen with
Mr Fowlers — he Plff had about
200 Bushels — he Hawled 100 Bushels
away — 100 Bushels would winter the
Stock — & the hogs was weighed
after they was Killed — —

Mr Bly —

I was present when 1 hogs was
Killed it weighed 120 lbs — it was down
among the Least hogs in the pen

Plff. denies getting the 100 Bush corn

Witnesses
Mr Bly
Jas B Caster
Mr Carson

State of Indiana
vs
D. Victory

July 25th 78 — Pastures & Sprained
Ank Recessed to Friends on account of the
Sufficiency of affi. which Prevailed —
Proceeded to Trial — witnesses Sworn &
Separated —
W R Byrd — Sworn Says that when agst
with Def. I filed the affidavit —
the Rye was mine — my Property — Def Cut the
Rye & took it away Had no Authority to
Take it — I forbid him from Going on the
field he Said it was his Rye had Bought
it. I Told him that it was my Rye I Bought
it. he Said and Sowed it — this was in Hendricks
County Ind — He drove into the field with 2 or
4 hands & I forbid them — he cut the Rye
& took it and sold to Person — about 75
Bushels — worth 40 ct per Bush — I Rented the
ground of Lee Hunt in the Fall about the 10th
of Sept — Hunt Told me that I could Sow — Hunt
furnished the Seed I paid him for it — if Place
was Redeemed I was to have 2/3 of the Rye if
Not Redeemed Lee was to have it — I paid Hunt
for the Seed — under my Contract Victory had no
Interest in the Rye — —
I dont know the Land Released it of Mr
Hunt — For 1 year there was corn in the field
I was to have one half of crop — I Sowed the
Rye in September Made the Contract in
August — I the Place was not Redeemed
he was to have the Rye If it was Redeemed
I was to have the Rye — I pay him for the
Seed — the Reason that Redeemed was to have 1/3
of crop — Got Seed in danville about 1 Bush
I paid Mr Hunt for Seed Some time in Winter
I paid him $15 00 — Did not State if Counsel
that the Rye was Hunts —

Vickery Stated the Same that if the Same fell in To his hand I could have it on the Same Term Vickery claimed that he had Bought the Rye of Hunt. Hunt Informed me that Vickery Said if he got the place I Sown & Kept the place Hunt Told me the Same was Redeemed — R Ey I had Conversation with Cassady — I Told him I had a Big harvest on Hand — I thought I would Not have to cut that Rye — (Cross)

I never told Vickery any thing about the Rye C. L. Hunt — Am Ag^d with the Pl^ff and Mr Byrd — I Rented a field to Byrd last fall to put in Rye. the description in Aff is Correct. ten Acres in the field — in the latter part of July might have been later — Byrd Sowed the field in Rye he was to pay me for the Seed if the Place was Redeemed — If I Kept the Possession for another year — I was to have the Rye — I held the Place under A Lease Later the Place was Redeemed Some time in the fall — the Rye had been Sold under our Contract Vickery told me he had Rented the Place for 1877 — I offered to Sell him the Claim I had in Byrd — for $50 — I went To the Company & Settled Mr Byrd has paid or Settled with me for the Seed Rye — I had no Interest in the Rye at the time it was Cut By Vickery or at any other time — Mr Vickery Told me he had Made an Assignment with the Mr Bird To keep the place another year Burkshire life Ins^ co the owners of the Land — Vickery Redeemed the Comp^y paying the money — Vickery Told me he was going to Redeem the Land — and that Byrd could Keep it 1 year — he never Said any thing to me about Sowing the Seed. I May have Told Vickery what terms Byrd Sowed the Rye — I Told Vickery I did not Claim any further Interest there —

I did not Tell Mr Vickery my Interest in the Rye — he failed to Come to my Agreement I went to the Company & Settled with them he never agreed to take my Contract with Byrd — I never Surrendered to Vickery & Got the Possession 28^th day of February —

Robert Hodges —

Am Ag^d with the Parties Am Ag^d with field of Rye had a conversation with Vickery Asked me when Mr Byrd was going Cut his Rye asked me if it was good the Rye was Cut on Monday the Conversation was on Sunday Evening — Vickery didnt Stay but a little while — Plaintiff Rests —

Henry Vickery Ey —

Am the Defendant —

I was Sent of Berkshire Comp^y By Mr Henderson of Indianapolis —

the Comp^y Told me they was desiring to Redeem the Land — the Land I Redeemed in Nov or Dec probably in Dec the Rye field was on the Tract the Contract was Some time Before the Rye was Sown — the Land was Redeemed Some time in December 1877 — Hunt & Ry Self Agreed about what be Sown in Rye & in Wheat — and he agreed to the Proportion — Mr Hunt Superintended the whole Ry Season If I paid him for the Rye I Suppose the Rye was mine — A Month after ward — we tried to Settle — but failed — in the Bank he proposed to Sow half the Wheat & Ry — I thought the Rye was mine — Byrd never laid any Claim to the Rye until that Morning — I Cut & Threshed the Rye and Sold it — Suppose Some 70 Odd Bushels

I Certainly did not ask Hodges when Byrd was going to Cut the Rye —

Byrd was living on the Land when the Rye was Sodded he was told there was some I Seen he had Sowed the Rye Ry forbid me not to Cut the Rye — the Morning before I Commenced Cutting it

Vickery Continued

Hunt And we have never Ballanced our Accounts & settled - Hunt Told me he had Settled with the Company -
Mr Campbell Told me that Mr Hunt had Settled with the Company -
the Company put the Matter Into My hands - - there was a Settlement Between Hunt & the Company & Between Hunt & Boyd
L. B. Cassidy -
Am Agt with Mr Boyd. had a conversation with him on Sunday he was passing the field of Rye I asked him who the Rye Belonged to he said it Belonged to Mr Hunt
we had a conversation in the fall he stated to me he was sowing the Rye & Mr Hunt was to leave it & pay him for sowing it told me he was going to C. & A for him I fell in with him he Says the Rye did not Belong to him but was Hunts - I asked what Interest he had in the Rye - I knew that Vickery was Claiming the Rye Before I See Boyd on Sunday - I Could not Say certain - I Told when he Came after me to cut Ry that Boyd Said the Rye was Hunts -
Henry Alexander
Am Agt with Mr Boyd have had Rule from him had Conversation with him Some Time ago - & he Stated that Hunt was to leave the Rye if the place was not Rented I heard him Say that he had paid Hunt part on the Rye to Leave - Boyd Claimed it as his Rye - Def Rests
Pl in Rep Rebutts - See Hunt Produced the Settlement made by him with the Company Vicksburg Jackson & the Rye of One

Lewis Blackstone -
Am Agt with Henry Vickery
Am Agt with his character for truth & Veracity
It is Bad -
James D Flinn
Am Agt with Vickery
Am Agt with character for truth & Veracity
It is Bad -
Thomas B Davis -
Am Agt with N Vickery Am Agt with his character for truth & Veracity
It is Bad -
Josiah Bayard
Am Agt with N Vickery Am Agt with his character in neighborhood for truth & Veracity
It is Pretty Bad -
James Sharp - I am acquainted with N Vickery Am Agt with character in the neighborhood for truth & Veracity -
It is Bad -
James McCoy I am Agt with Henry Vickery Am Agt with his character for truth & Veracity in the Neighborhood where he lives -
John Harris - I am Agt with N Vickery Am Agt with his character in the Neighborhood for truth & Veracity -
It is Bad -
Robert Hodge I am acquainted with N Vickery Am Agt with his character for truth & veracity in the Neighborhood -
It is Bad
Larkin Sanders - I am Agt with N Vickery Am Agt with character for truth & Veracity in the Neighborhood -
It is Bad

J. D Lewis	1 Day	9 Mules		1 90
S Bohannon	1 "	8 "		1 80
R A Dodson	2 "	7 "		2 60
T. B Hatch	— 1	10 "		2 02
J N McCoy	1 "	6 "		1 60
J D Harris	1 "	6 "		1 60
Josiah Bryant	1 "	10 "		2 00
John Davis	1 "	10 "		2 20
W A Bohannon	2 "	8 "		2 80
N J Alexander	1 "	8 "		1 80
J P A Sharp	1 "	10 "		2 00
J S Martin	1 "	8 "		1 80
Jackson Powders	1 "	10 "		2 00
Lewis Blackstone	1 "	5 "		1 90
Isaac McCoy	2 "	7 "		2 70
Harvey Mundy	1 "	9 "		1 90
C L Hunt	2 "	"		2 10
Mr R. Boyd	2 "	8 "		2 80
				38, 50

Royal Wade vs Def'd—

R C Lewis — Sept. 26th 1878

Comes now the Parties the Plff by his Attorney & the Def'd by his Attorney & Def'd files the following Set Off

Thereupon Proceeded to Trial —

John L Wade an 17 yrs old son of Plff I Plowed in the planting for oats at the Rig't of Def'd the Price charged was a Reasonable Price — Harrowed 1 day I Plowed in oats — 75 cts p'r day — 1 day harrowing corn — 75 — 1 hauling wheat 75 cts p'r day — I Plowed the Work around the house & Plowed 6 days — 1.75 p'r day — Plf & horse — 6 days in corn House & Stable 1.75 per day the Contract was made with Son has not paid Him only 1 pr Boots $3.50

1 Plowed for oats 1878 — on Heathen Corn Place — used one Plow & Team Harrowed Corn ground 1 day he hired me to do the work — 1/2 day hauling Wheat Lacked 1 or 2 hours — I was detained 1/2 day — the 6 days Plowing was on My Mothers farm in 1877 — Single horse My Brothers horse — I am certain he told me he wanted me to do the Plowing Before he went to Kentucky — I used My Brothers horse p't of Time & Mr Lewis horse p't Time — I am the 75 cts per day when I used his horse & 175 when I used Brothers horse — My Brother Plowed 6 days

N W Wade an 15 yrs old son of Plff I Plowed 6 days for Def'd — he employed me to do so — furnished horse & Plow I am to get $1,75 per day — & Exp I have worked Nine days 50 cents for days — Def'd Told me he wanted me to plow for him before he went to Ky — Re Exp — he Requested me to use My Brothers horse I fed the horse & Boarded My Self — My Brother Boarded at home when at work for Def'd horse was worth & we could not work him —

Continued

I dont Know of any P

L. E. Wade am Son of Plffs I Know that Father Sold Defs Sow & Pigs — for $20.00 on the 15th Feb. 1878 —

Plff — My Sons done the work Charged in the Bill — Sam & Plow — per day — $1.75 per day — Harrowing pumpking Team worth $2.00 per day — the Boys worked 6 days each worth per day $1.00 — 6 days pumpking Horse & Plow — Book — 1.00 p. day —

I did not send them there to work — Harry used my horse all the time — Lewis was gone to Ky — Lewis Brot Some fodder & some Meal — to feed Horses with — he Brot Some provisions Dont Know how much he had other hands there enough to consume all he Brought —

Plaintiff Rests —

R. C. Lewis Sworn & Ex. the Sow & Pigs was to Be Paid for in 2 or 3 weeks — I dont think he plowed any If he did I dont Remember it — I have no Recollection of his Harrowing Oats for me — about 3/4 of a Acre — I sowed no Oats on my Place Last year he helped me to haul Wheat — hour 2 c. worth 25 — never employed him to do Turn about the house I Rented field from Plff — I was Called away to Ky — he Told me if I would go the Boys should Cultivate my crop — Plff was Present not over 3 days — 5 days would plow the Whole field Calf Pasture in 1875. I had my father Jones Rented & pastured the Calves — & Never Received Pay for it — I Rented Martha Wades field of her — Wade was Present at the time — as far Since my Recollection he was there all the time I went to Ky To Look after Father Estate, I Rented field after 1st Brot — went to Ky — Sometime in June Corn was small, I had oats on Mrs Wade Place Last year, Edwin Brot the Oats to my Stable 2 of his & the other his father —

that you gave you this a/c for calf Pasture I did Not — Father told me to be sure & collect the account for Pasture — Rest — what he — L. E. Wade. Lewis Stated to me at my Fathers house that on the 12th day of July 1878 that Defs Father had given the a/c for Calf Pasture —

Martha Wade	1 day 10 miles	1.50
John L Wade	1 " 10 "	1.50
Harry M Wade	1 " 10 "	1.50
Lewis E Wade	1 " 10 "	1.50
		6.00

State of Indiana } Assault & Battery
vs
J B Gowan } Before T Nichols

Plea of Guilty — Fine — $2.00

J Ofm
writ 25
Subp 25
Trial 25
Judge 25
Rec. 50
1.80

Voc for
Adams $ 5.00

C fm Cook
for Dec 20

State of Indiana } Records
vs } Before Thos Nichols
William Adair } Oct 9. 1878 P.M.
Writ Issued & delivered to J C Cook
Writ Returned with Defd in Custody
Comes now S.T. Adams Atty for Plff
and the Defd by L Bassett his Attorney
and files Affidavit for a change of
venue — which is Granted and
this Cause sent to

STATE WARRANT. [Form No. 70.] W. B. Burford, Printer, Indianapolis.

THE STATE OF INDIANA, } SS:
Hendricks County, }

TO ANY CONSTABLE OF Hendricks COUNTY:

You are hereby commanded to arrest Henry Johnson and bring him forthwith before me, at my office, to answer the charge of having, at said County, on or about the 20th day of November, 1878, at said county of Hendricks and State of Indiana, unlawfully and feloniously take steal and carry away one pair of cassimere pants of the value of Five Dollars and seventy five cents

as John M McPhetridge has complained on oath; and have you then and there this writ.

Thos Nichols J. P.

23rd day of January, 1879

State of Indiana } Drawing a Dangerous
vs } & Deadly Weapon
William Ader } Before I Nichols J P
Oct 9th 1878

Writ Issued & delivered to S.C. Cook Const.
Writ Returned with Defts in Custody
Come Now S T Adams Attorney for
the State and the Defts By I Barnett his
Attorney — And files Affidavit for a
Change of Venue Which is granted
and this Cause Said Before Esq
and Set for Trial on the

State of Indiana } Grand Larceny
vs }
Henry Johnson }

Writ Issued delivered to S.C. Cook
Writ Returned with Defts in Custody
Come Now the Attorney for the
State — Prisoner arraigned and
Plead not Guilty — Cause Continued
until 1st Oct Term P.P.C.

The State of Md } By Grand Larceny
vs
Henry Johnson }
Oft. filed Writ Issued
Del To Const & Co Cook Dept
Arrested —

Plea Not Guilty —
I Marsh Live in Hanover Taylor
By trade Dep Borough pr Pants to my
Shop — pants presented and I know
the pant by McPhetridge mark
Pants Identified By Marsh

McPhetridge

W. D. McPhetridge } Suit to Identify
vs } Stolen Property
Henry Johnson } June 23 - 1879

One Over Coat, three Suits of Underwear
one dress frock coat one Cassimer Sack
Coat one Vest one pr Pants one White
Shirt 5 1/2 yds Cassimer 1 1/2 yd. of Cassimi
— or all of the Value of Seventy Eight Dollars
J McPhetridge Sworn and
Examined —

A register of Orders for 1860

No	1	[illegible]	Danville Brass Band	25	00
"	2	June 26th 1860	Dr Brooks	15	00
"	3	do "	Brother W Hacker 2 3 11	5	00
"	4	" "	Thos Nichols	3	00
"	5	" "	Vestal Brothers	4	25
"	6	" "	D. B. South		33
"	7	" "	Wm V Bishop	1	00
"	8	" "	J L Long	7	10
"	9	" "	R H Moorehead	2	00
"	10	" "	E. Wagonlander	2	00
"	11	" "	J N. Jones		25
"	12	" "	Jas Stutsman	3	75
"	13	" "	J F Darnall	3	00
"	14	" "	David Doty	6	75

Danville 2nd April 19th 78

Ex
Hall of Warrant

State of Indiana Hendricks County, ss

The Corporation of the Town of Danville } Intoxication
vs } Before Thos Nichols J.P
Whitcotton } May 16th 1878

Comes now S.S Adams Attorney for Plff and files the following affidavit as a cause of action herein to wit

John O'Donnell Being first duly Sworn upon his oath Says That one Whitcotton whose given name is to the affiant unknown a person of Sound mind was on the 16th day of May 1878, at and in the Town of Danville in the County and State aforesaid found in a public place to wit, on the Side walk in front of the Village House in Said Town in an intoxicated State of Intoxication Contrary To the Section 17 of Ordinance No 9 of Said Town in Such cases Made and provided

John O Donnell

Subscribed and Sworn to before me this 16th day of May 1878

Thos Nichols J.P

There upon writ Issued for the arrest of the Defendant and delivered to John O'Donnel Marshal of Said Town Returnable forthwith, and order of the Attorney for Plff Issued Subpa for J.H Montgomery & Perry Adams Witness for Plff— May 16th 1878 Writ Returned by Marshal with Defd in Custody, & Subpa Returned Served—

Comes Now S.S Adams Attorney for Plaintiff and Defd in person and on Being arraigned enters Plea of Not Guilty, Thereupon proceed to Trial and John O'Donnell J.H Montgomery & Perry Adams Sworn and Testified on part of Plff and Defd offered no testimony and the Court after hearing the Evidence and Being fully advised in the Premises finds the Defendant guilty as charged and assess his fine at Two dollars It is therefore Considered that the Plaintiff Recover of the Defd the Said Sum of Two dollars fine together with her cost herein Taxed at $8,45 and accruing cost & that he Stand Committed until Said fine & cost are paid or Replevied

Rec of Defd $8,50 Thos Nichols J.P

Fees T Nichols J.P	2.20	Wit fees J Montgomery	75	I	50
Do for Adams Paid Sov		" " Perry Adams	75	I	50
Marshal O'Donnell	1.05	" " J O'Donnell	75		
	6.25		2.25		

The Corporation of the
Town of Oswalle } In Intoxication
vs } Before Thos Nichols J.P
Dennis Mealon } May 14th 1878

Comes now J J Adams Prosecuting the Pleas of said Corporation and files the following affidavit as a cause of Action herein to wit,

John O Donnell being first duly Sworn upon his Oath says that Dennis Mealon a person of Sound mind was on the 14th day of May 1878 found in a public Place to wit, on the Court house Steps in the Town of Oswalle in the County and State aforesaid in an Intoxicated State of Intoxication Contrary to Section No 17 of Ordinance No 9 of said Town in such cases made and provided

John O Donnell

Subscribed and Sworn to Before me this 14th day of May 1878 — Thos Nichols J.P.

Thereupon writ Issued and delivered to John O Donnell Constable — Made Returnable forthwith — May 14th writ Returned with the Defendant in Custody —

Comes now J J Adams prosecuting the pleas of Plaintiff — and the Defendant on Being arraigned Plead not guilty — Thereupon proceed to Trial John O Donnell & John F Crim Sworn and Examined on part of Plaintiff — and the Defendant offered no testimony. And the Court after hearing the Evidence and Being fully advised in the Premises finds the Defendant Guilty as charged in said affidavit and assess his fine at two dollars — It is therefore considered that the Plaintiff recover of the Defendant the said sum of two dollars fine together with his costs herein Taxed at $1.65 — and that he Stand Committed until said fine & costs are paid or Replevied

Thos Nichols J.P.

I John Mealon hereby Acknowledge my Self Replevin Bail for the Stay of Execution & payment of the above Judgment & in 20 days from date hereof —

Attest Thos Nichols J.P. John Mealon

Fees due T Nichols	
Issg Writ	25
Subp	25
Trial	100
Swr 1st	10
Jud 8d	25
Recd	25
	210

Costs for J O Donnell	
Issg Writ	25
2 Subp	40
Trial	25
	100
Wt for	150
	175

Due fee J J Adams 300

Hall of Western Star Lodge No 26 July 12th 1859

Order	No 1	Drawn to J Nichols for work done in sixty rooms July 12 for	$12.00
Order	No 2	Drawn to D Daly for sheet meets furnished for Supper on June 24 for; drawn July 12th	$12.75
Order	No 3	to H M Smith for Can & fluted drawn July 12th for	1.25
Order	" 4	to H Howel & Bro for sheet meets furnished on June 24 order drawn July 12th for	2.62
Order	" 5	drawn for Charity in favor of H A Pounds Drawn July 12th 1859 for	$10.00

State vs King —
Allison Smith
Not Guilty

Dr. P. he passed me a few feet he say I will settle with you & be prepared for you in Church or any where he Drew his Knife Called me a son of a Bitch and made towards me with his Knife in his hand & ~~hit~~ I think you turned a Round I did not say you could settle with me Now I saw you put your hand in your

Thursday I was present this Evening I see the Knife But I could not say whether it was open or not Mr King Remarked I will settle with and Started on & turned Back and Said you Son of a Bitch I will settle with you Now & took out his Knife and Know whether he opened it or not

Mr Brown Con Ag'd with parties was present this Evening —
Mr King & his wife came along there King Said he would settle with — in Church
King Started on Mr North Said I will be prepared for you

Mr King Says the circumstances Stated By the witnesses are about correct as I passed By him he made a Remark & turn around Said you Son of a Bitch I will settle with you Know & took out my Knife

Gentlemen of the Jury

In all State Prosecutions the Defendant is presumed to be Innocent until the contrary is proven in this case the Affidavit charges Defendant ~~Charges~~ with having unlawfully Appeared as Deputy prosecuting Attorney in this particular — That he had never Been Sworn in as said officer —

It is Obligatory on the part of the State to Show that the Defendant had never been Sworn in as such Officer — as that is the only material averment in the Affidavit —

The averment must be clearly proven to your Satisfaction Beond a Reasonable Doubt before you can convict for to Doubt is to acquit

You are to be the Judges of the Law as given to you ~~you~~ end of the Evidence

if the State fails to Show affirmatively that the Defs had not Been Sworn the Plaintiff must fail

Iglehart Page 127 Same P 130

Register of Orders for 1856—

No	date	To whom paid	Cts.	¢
1	Aug 12th 1856	J Woodard	1	80
2	Do Do	W W Bishop	2	85
3	Do Do	J K Moore	2	00
4	Do Do	D Pearson		60
5	Do Do	Rammel & Madden	5	00
6	Do Do	W H Cash & Miller	9	25
7	Do Do	W W Bishop	14	50
8	Do Do	J Rammel	3	25
9	Sept 9th 1856	John Baker	21	15
10	" Do	J T Jones	1	00
11	" Do	W H Cash	1	87
12	Sept 15th Do	Martin Thopson		82
13	Do " Do	J Copsiw	14	63
No 14	Mar 10th 1857	J Rammel	4	50
" 15	Do Do	W H Cash	4	00
" 16	Do Do	Robt Drake Heo	1	75
17	Do Do	J Nichols	1	75
18	May 22d	J & B Bartholomew & Co	35	50

A Register of Orders drawn on Treasurer for the year 1857—

No	Date	to whom paid	Amt.
1	June 6th 1857	R D Morehead	55
2	Dr Dr	S L Hawkins	50
July 7th 1857	No 3	S Rammel	$6 00
Aug 4th	No 4	Wm D. Bishop	11 95
Aug 4th	No 5	Cash & Chambers	1 01
Sept 1st	No 6	Wm B Bishop	6 00
Sep 1st	No 7	S Rammel	$6 00
Nov 9th	No 8	Rodo Melikan	10 00
Nov 24th	No 9th	Wm D Bishop	10 00
Nov 24th	No 10	Lepsi Martin	1 75
Dec 29th	No 11	Wm D Bishop	10 00
" "	No 12	S Rammel	2 55
" "	No 13	Thos Nichols	5 50
Jan 26th 1858	No 14	J Martin	50
" " "	No 15	Kennedy & Singer	5 00
March 23rd 1857	No 16	J Martin	3 00
April 24th	1858 No 17	S Rammel	$8 00
May 21st	1858 No 18	J Nichols G. H.	39 75
June 5th	1858. No 19	J Nichols Bal G.O.	2 00

Bro Dicks paid Rickels March 11. 1862
Bro Dicks paid Tichy 19. and reported this evening 2.50 Dues.
" Lawrence & Shuler on Dues
" Bishop
" Bartholomew
" Jones
" Henry
" Crackle N.
" Chumley
" W. H. Castle
" Nichols
" Kenny
" Hutchison
" Arling
" Lewis
" Harper
" Lang
" Hutchison

0.0.8.

Ledger of Receipts & Disbursements for Month ending 1857

No.	Date	From whom received	For what received	Amount
1	Jan 6th 1857		To balance on hand	4
2	"		A. H. Mackenzie	35
			Balance	50
	Jany 7th 1857		J. Bammel	4 00
	"		Mrs. D. Bashlock	11 95
	"		Cash on Collections	1 01
	"		Mrs. B. Bashlock	00
	"		J. Bammel	4 00
	Jany 8th		Balance collected	10 00
	"		Mrs. D. Bashlock	10 00
	"		J. Bammel	2 35
	"		Thos. Nichols	50
	"		J. Martin	50
	"		Stranger at Supper	50
	"		J. Hutchison	50
	"		Mrs. Bashlock	10 00
	"		Balance collected	1 75

March 11 1862

W S Worshipful M.
Marsin S W
Jones J W
Craddock Sec
Parker Treas
Yoho S D
Kinney J D
Rumsell Tiler

Long - Nichols - Lee -
McDaniel - Strangham
Leach - Rich - Master M
Barnes F C Contested
M M - Singer Hutchins
& Bartholomew Hoyate,
Kinney & Shuler
Marshall

Opened in 3d Degree.

Minutes of Feby 11. & 18. read.

Report on Curry rec'd

Claim of Rumsell allowed & Warrant Ordered

Barnes balloted for to take 3d Degree. Elected

W W Curry balloted for and elected Member.

Claim of Parker presented referred to Committee and report favorable and allowed.

Mr ballot had for Bro Rogers to take 3d Degree which resulted in his rejection.

Bro Wright Brickyard Lodge introduced

Motion ordered accpt $4 R Cents

Charges. agt Bro Parker Cents

Charges agt Rich dis'd

Bro S. S. Ritchie Suspended for non payment dues

Motion on Charity Ordered to examine into Bro Hays Case and afford assistance if necessary

700
320
100
225

Bro W W Curry to deposing fee 1.00 donated to Mrs Curry.

Lodge W M called from Labor to refreshment and Lodge of F C called from refreshment to Labor - Bro Barnes F C examined in that degree - and Lodge F C called from Labor to refreshment - and Lodge M M called from refreshment to Labor. Lodge M M called from Labor to refreshment until next Tuesday evening at which time it will be called in 3d Degree

Regular Rcpts & Warrants

Bro H. A. Rennels charges dismissed and his dues remitted accepting all back Grand Lodge dues.

Bro R le Watkes suspended for non payment of dues -

Charges Agt Bro Rich Contd
" " Kitchen Contd
" " L C Cook Contd

Bro L C Cook suspended for non payt dues.

Bro Moses Wilson suspended for non payment of dues

Bro A. A. Hunt suspended for non payment of dues

Bro Leir Lurr suspended for non payment of dues

Claim of Rammell for services Lodge Notices $5.00 presented with & referred to Com on claims

Bro Gurney suspended for non payment of dues.

Ladies of Soldiers and Society allowed use of Hall on next Friday evening

Demit granted Thompson

Lodge Closed until next Tuesday evening

Business for meeting March 1862

Raising up Banes -

~~Taking up charges against Sp Le Watkes~~

~~Taking up charges against J. D Porter -~~

~~Reading Minutes previous Lodge~~

~~Charges against Bro Rich -~~

~~Charges agt Bro S S Kitchen~~

~~Charges agt Bro L C Cook~~

~~Claim of Rammell $5.00~~

July 11.

Lodge met. Invts W Mr. Moore S W. Jones J W
~~White S D.~~ ~~Jones J W.~~ Crudele M Dr Rob Ker Tee
~~Hutchings~~ White S D. Hutchings J W. Rummell
Tiler.

Roll. Thomp. White. H W Cook. Bishop Kinney. Hoyale
Singer. Curry. Harper. Rollo.

Opened in 3 Deg

Minutes Regular Comm of Jany 14. and Called
Comm. of Jany 21. A D 62. read and adopted.

No Petit granted Thomp White

Pet of Curry ~~rejected~~ and referred

Bro Barnes balloted for & elected to take 2d deg
after due examination

Bro Leynus Rogers balloted for and ~~rejected~~ elected to
take the 3 degree after examination. rejected

Charges preferred against J D Parker for
Non payment of dues. $9.00
Secy ordered to serve thro the Tiler a copy
of charges and notice in said Parker to
appear at our next regular.

Charges against Bro Stringham
dismissed

Bro A C Bales ~~Suspended~~ after ballot
for non payment of dues!

~~Danl~~ R Clark charges Cond
for want of Notice in time!

Bro H H. Faught suspended for non
pay^t dues after ballot

Receipts Feb 11. 1862

"	Frank Bro Stringham on dues.	3.75
"	" J K. Moore " "	25
"	Revd Curry membership fee	1.00
"	Thomp White on Dues.	50
"	A P Kinney " "	50
"	Crudele " "	25
"	Jones " "	25
"	Bishop " "	25
"	H A Cook " "	75
"	Harper " "	25
"	D. A. Pound "	2.00
"	D B Smith Interest	5.00
	Dues	50
"	H W White "	50
		15.75

Joel
Amos
Jonathan
Jubalon
Ezekiel
Daniel
Isaah
Jubalo

Dec 81 1861

Sworth WM
Harper SW
Ches JW
Cockerill Sr
Rockwell Sec
White SD
Bishop JD
Rammell Tiler

Nichols. Singer Wood
Cook. McDonald Long
Wilson Reid
Kirby. Kelly. Barr
Hathaway. White. Wilson
Dempsey. Kinsey.

Opened this 1st Degree
Bro Richardson of Belleville Lodge introduced
Bro J B Kirby & examined as to his proficiency in
1st Degree.
Lodge Opened in Form & J B Kirby passed to
Master Masons Lodge Opened
Lodge Closed
Mr The Ladies granted use of
Hall for to-night on Tomorrow
evening Lodge of Master Masons
Closed

Milton Dimon Recpts $2.

754 Apostolic Practice
587 — 4th Saturday
176 P Christian Apostle
489 Methodist Practice
209 4th Sunday

756 Spaldings Treaties
507 — 2d Blackford
176 P 6th Indiana Repts
289 McDonnell Treaties
209 24th Indiana

125
70
95
45
01
45
95

7.95

Gen'l
Comys
Journals
Indexes
Enrolled
Printed
Journals
Senate
Indexes