

by the Court that the plaintiff recover against the Defendant the sum of \$1000 as aforesaid with legal interest thereon from the first day of January 1887 till paid and his costs by him done his suit in this behalf expended. To be loved of the goods and chattels of the defendant in the hands of the defendant to be administered. And the said Defendant in Money &c.

On the motion of John Metchum and for reasons appearing to the Court the rule made against him at August Court last for not attending as a witness in behalf of John Turner carrier of Edmund Turner &c against Nathaniel Williams attorney of Richard Mason &c² is set aside.

Francis P. Butts Adm^r of John M. Deming dec^d

11. 2. 1907

Bennett & Griffin

The same

against

John Drake

Self

11

Left

Full

11

44

In lease

{ In case

For reasons appearing to the Court these suits are continued till the next quarterly term.

Elizabeth Woodward widow of Samuel Woodward deceased relinquished her right to the administration of her deceased husband's estate in favor of Jesse S. Barham. And on the return of the said Jesse S. Barham who made oath and together with John M. Bailey and Samuel B. Jones his promises entered into and acknowledged a bond in the penalty of Twelve hundred dollars conditioned as the law directs certificate is granted him for obtaining letters of administration on the estate of the said Samuel Woodward dec'd in due form.

Ordered that Thomas G. Jones, James M. Selwell, Nicholas M. Selwell and Jesse Little any three of them being first duly sworn before a Justice of the peace for that purpose so appointed, sell the personal estate of Orrin Woodard deceased and return the appraisement under their hands to Court.

• *Wells Summer*

2 of 2008

Wm L. Sumner

Self

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Def

In case

This day came the parties by their attorneys and on the motion of the Defendant by his attorney who pleaded non assumpsit to which the plaintiff by his attorney replied generally it is asked that the judgment stand in the Affair against the Defendant he set aside. And thereupon came a jury with Jesse Drury, Isaac M. Williamson, Frederick Jackson, John Wilson, Benjamin Drake, Jesse S. Dickinson, Silas B. Davis, Thomas A. Gray, James H. Bayle, James M. Clay, Thomas Lawrence and James D. Moore who being duly sworn and sworn the juror to speak after the fore joined upon their oath returned a verdict in the following words to wit "We the jury find for the plaintiff and assess his damage to one hundred dollars with interest from the first day of January 1824 until paid." Therefore it is considered by the Court that the plaintiff recover against the defendant the damages assessed as aforesaid with legal interest thereon from the first day of January 1824 till paid and the costs by him about his suit in this Court and costs of feed the said Defendant in Mory 78-

Myself responded to said the said Defendant on May 8 -
Where on the trial of this cause the Defendant by his counsel excepted to an opinion of the Court given
against him and introduced his bill of exceptions which was received signed and sealed by the Court and