

Alexander Lowmy

19

Me. Sher & Gunnaway

Debit In Common

This is an action of Debt brought by the Depts in Common against the plaintiff in White County Court on a note under seal-dated the 1st March 1823 payable to John and Richard and assigned to the Depts in Common on the 2nd September 1823 - The plaintiff in Common obtained payment and a verdict and judgment went there in the County Court - he took the case to the General Court by a writ of error and said Court affirmed the judgment of the County below - Whereupon the Plaintiff in Common brought this case to this Court by an appeal in the nature of a writ of Error

This 10th day of August 1825

Attest for Depts in
Common

Alex on Laundry

res

3. Linsen

the the a laundry

360.40

12

432480

3.

18020

45.04

1.50

43.54

Alexander Lammey

res. In Cannon

The learned for the defense
The Hon. & Greenaway in Cannon applied in the morn-
ning of the second day of the term to go in
Cannon and were assigned none was any
Brief filed The therefore pray an affirmance
D. O. Oiler Sep in Cannon

Alfred Henry

18

the 1st of January

1889 in the morning of
the 9th of August

1896

A. B. S. S. S. S.

State of Tennessee Pleas at the Court house in the Town of
Spanta in the County of White before the Honorable Nathan
W. Williams Esquire Judge of the Circuit Court in and for
said County on the fourth Monday of August one thousand
eight hundred and twenty four being the eight day of Septem-
ber of August Term and of the Independence of the United
States the forty ninth

Be it remembered that heretofore to wit on the 6th day of
August A.D. 1824 was filed in the office of White Circuit Court
the following Record in words and figures following to wit:

State of Tennessee

Pleas at the Court house in the Town of Spanta
in the County of White before the Justices of the Court of Pleas
and Quarter Sessions in and for said County on the second Monday
being the day of April A.D. 1824 and of the Independence of
the United States the forty eighth

Be it Remembered that heretofore to wit on the 3rd day Septem-
ber A.D. 1823 William McKee and Edmund McGurnway sued
out of the Clerk's Office of the Court of Pleas and Quarter
Sessions for White County the following Capias ad responden-
dum against the body of Alexander Lawney in the
words and figures following to wit. State of Tennessee. To
the Sheriff of White County greeting you are hereby com-
manded to take the body of Alexander Lawney if to be found
within your County and him safely keep so that you
have him before the Justices of our next Court of Pleas and
Quarter Sessions for White County at the Court house in
the Town of Spanta on the second Monday of October next.
Then and there to answer William McKee and Edmund McGurnway
Assignees of Glenn and Lincoln of a plea of debt
that he owes unto them the sum of three hundred and
twenty four dollars fifty three and one fourth cents which
to them he owes and from them he unjustly claims to them
damages two hundred dollars herein paid not and have them
and them this unit witness Jacob A. Carr Clerk of our
said Court at office the third Monday of July A.D. 1823

and of the Independence of the United States the party eighth
upon which appears is the following endorsement to wit came
to hand the same day issued Executed the 11th instant.

Geo Jett Sheriff

And at October Term A.D. 1823 of said County Court this
came to wit: the case last aforesaid being docketed came the
plaintiff by their attorney A.B. Love Esq and thereupon
filed their declaration in the words and figures following
to wit: State of Tennessee White County October Term
of the White County Court A.D. 1823 William McKee
and Edward McGinnis Comrs: &c by attorney com-
plained of Alexander Ramsey in custody &c of a plea of Debt
that he rendered unto them the sum of three hundred and
twenty ^{four} dollars fifty ^{three} and one fourth cents which to them he
owes and from them he unjustly detains For that where
as the said Alexander Ramsey, by name and description
of A Ramsey heretofore known: on the first day of March
in the year 1823 in the County and State aforesaid by
his certain writing obligatory signed with his own proper
hand sealed with his seal and gave to the Court shewn
the date whereof is the same day and year last aforesaid
said promised to pay Glenn and Renshaw three hundred
and twenty four dollars fifty three and one fourth
cents for value received and after words to wit: on the
and day of September in the year 1823 in the County
and State aforesaid the said writing obligatory be-
ing unpaid the said Glenn and Renshaw by their assign-
ment in writing on the back of said writing oblig-
atory for value received ordered the payment thereof
of to the said William McKee and McGinnis Esq-
ward McGinnis, which said assignment is here
shewn to the Court of which said assignment the de-
pendant had notice yet the said dependant hath not
paid to the said Glenn and Renshaw or to the plaintiffs
the aforesaid sum of money on any point thereof although
after requested so to do but to pay the same on any

put thereof to the plaintiffs he the said Defendant hath heretofore
wholly failed and refused and still doth refuse so to do to the damage
of the plaintiff two hundred dollars and thereupon they bring
their suit &c

A B Lane attor for Plaintiff

with which Declaration was also filed the following note or
accounting ably along in the words and figures following to wit:

I promise to pay Glenn and Lincoln three hundred and twenty
four dollars fifty three and one fourth cents for value received
witness my hand and seal March 1st 1883 A. Lowmy *(Seal)*

And at the same day came the defendant and filed his plea to the
plaintiffs declaration in the words following to wit: And the defen-
dant in proper person comes and defends the wrong and injury, when
and where he and for plea saith that the plaintiffs aforesaid his
action aforesaid thereof against him ought not to have and mean-
tain because he saith he hath well and truly paid the debt in
the declaration mentioned and of this he puts himself upon the
country

A Lowmy

and the plaintiff doth the like

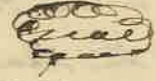
A B Lane attor

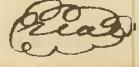
And issue was thereupon joined and this cause was then continued
from session to session until April Session A.D. 1884 at which
day to wit: April Session A.D. 1884 came the parties by their
attornies and thereupon came a jury of good and lawful men
to wit John C. Bennett, James Telford, John G. Park, Alexander
Dillon, Henry Luce, Philip Mallory, Henry Paul, David Jones,
Nicholas Cook, Irvine Haulan, Asa Knowlby, and Henry Annals
who being elected and sworn the truth to speak upon the
fore found upon their oath to say that the defendant owes unto
the plaintiff the sum of three hundred and twenty ^{four} dollars and
fifty cents the debt in the declaration mentioned as in replying they
have alleged and that the plaintiffs have sustained damages by
occasion of the detention thereof to the sum of twenty one dollar
and forty six cents besides cost It is therefore considered by
the court that the plaintiffs recover against the defendant the
sum of three hundred and twenty four dollars and fifty three
cents the debt aforesaid together with the further sum of

twenty one dollars forty six cents the damages awarded in motion
and four awarded against also the cost by them about there
sent in this behalf expended de Tname which judgment the
dependant prayed for and obtained a writ of Cenuon to the
next honorable General Court for White County, to be had
then on the 4th Monday in August next and to him it is granted
an giving bond and security before the next of this Court
attorners a writ of fine facias to issue de

And again at the same session came the dependant and there
upon entered into the following bond to wit:— Know all men by
these presents that we Alexander Lowmy Jacob A Low all
of the County of White and State of Tennessee are held and
firmly bound unto William Mc Ken and Edward Mc Graw
any way them heirs de in the sum of eight hundred dollars
to which payment well and truly to be made and done
we bind ourselves and each of our heirs jointly and
severally firmly by these presents sealed with our seals and
dated this day of April A D 1824.

Whereas William Mc Ken and Edward Mc Graw by the judge
ment of White County Court on the 13th day of April 1824
recovered against the above bound Alexander Lowmy the sum
of three hundred and forty five dollars ninety six cents for
debt and damages besides cost and whereas the above bound
A Lowmy hath prayed for and obtained a writ of Cenuon
to remove said cause to the next General Court for White
County Now if the said Alexander Lowmy shall well
and truly prosecute with effect said writ of Cenuon
or if the cause shall be dismissed by said General Court
on the judgment of the County Court be apperined then
well and truly pay and satisfy with judgment for debt
damages and cost as may be rendered by said General Court
in said cause then shall the above obligation be null
and void otherwise be and remain in full force and
virtue

A Lowmy 
by Jacob A Low

Jacob A Low 

Judgement rendered 13th April 1824 \$ 845.99

Bill Costs

State Tax \$162 $\frac{1}{2}$
Capias de -- 140
2 Con -- -- 80
2 miles -- -- 50
Judgt de -- -- 1.25
Bard -- -- 60
Transcript de 1.60 1.45

Shuff Jett, 1.49

alto. A B Lane 2 50

State of Tennessee \$1176 $\frac{1}{2}$

White County. *Now* I Jacob A Lane Clerk of the Court
of Pleas and quarter Sessions in and for
said County do hereby certify that the foregoing record
is a true and perfect transcript of the records and proceedings
had in the suit William Mc Kenzie & Edward Mc Greenway
plaintiffs against Alexander Ramsey defendant determined
in White County Court at April Term AD 1824 together
with a bill of cost which hath accrued thereon as appears
from the Records thereof now remaining in my office

Pract In testimony whereof I have hitherto sub-
scribed my name and affixed the seal of said Court
at office 6th August AD 1824 Jacob A Lane Clk
and now this cause being docketed at August Term to wit on
the third day of said term

Alexander Ramsey *vs* In Court
Mc Ken a Greenway

This day came the parties by their attorneys and proceedings upon
examination of the Records and proceedings in this cause and argu-
ment of counsel being had thereon it seems to the Court upon
the whole matter that the Law is for the defendants in Court
It is therefore considered by the Court that the Judgement
of the County Court be affirmed and that the defendants
in Court recover against the plaintiff in Court three hundred and
forty five dollars and *now* cents the amount of the Judgement
in the County Court to getten with fourteen dollars forty and

cents damage it being twelve & half percent per annum from the
time judgement in this case in the County ^{Court} was rendered and reso-
lution of the defendants attorney it is considered by the Court that
the defendants in ~~Common~~ recover against the plaintiff in Common and
Jacob A. Lane his security on the appeal the sum of three hundred
and forty four dollars ninety nine cents and the further sum
of fourteen dollars forty one cents damages assessed to gether
with his costs in this behalf expended

and oftentimes of the same term, came the plaintiff in Common
by his attorney and prays an appeal in the nature of a writ
of Common to the next Supreme Court of Common and Appeals
for the third Judicial Circuit to be holden at the Court
house in Sparta on the second Monday of June next which
to him is granted on his giving bond and security before
the men of this Court

Which Bond is in the following words and figures to wit:

Shew all men by these presents that we Alexander Ramsey,
Jacob A. Lane and Anthony Doherty all of White County
Tennessee are held and firmly bound unto the Kee and Green
way their heirs exutors or administrators in the sum of
seven hundred and twenty dollars eighty cents the payment of
which well and truly to be made and done we bind ourselves
and each of us our heirs exutors and administrators jointly
and severally firmly by these presents sealed with our seals
and dated this 8th day of September 1824

Whereas at a Circuit Court begun and held for White County
on the 4th Monday of August 1824 the above named the
Kee and Greenway by the judgement of said Court recovered
against the above named Alexander Ramsey a Jacob A.
Lane the sum of three hundred and sixty dollars forty cents
besides costs whereof the said Ramsey and Lane is answer and
liable from which judgement the said Alexander Ram-
sey and J. A. Lane both prayed and obtained an appeal
in the nature of a writ of Common to the next Supreme
Court of Common and Appeals for the third Judicial
Circuit to be holden at Sparta in White County on
the second Monday of June next
now the condition of the above obligation
is such that if the said Ramsey and Lane doth

prosecute them with effect in case they fail to make
 perpanum entire judgement shall be awarded and rendered
 by said Supreme Court in said cause and in case said writ shall
 be dissolved by said Supreme Court for informality or want of
 sufficient substance or for want of prosecution in other cause
 that the said Lenny and Lane shall well and truly satisfy
 such judgement as the Circuit Court of White County has
 given against him also all costs and damages that shall be a
 awarded by said Supreme Court then this obligation to be
 read else remain in full force and virtue

Alexander Lenny *(Signature)*
 by Jacob A Lane attorn
 Jacob A Lane *(Signature)*
 Ad Schell *(Signature)*

Bill of cost

appeal writ & fee	- - -	\$3.00
State Tax	- - -	2.25
Alto A B Court	- - -	2.50
and for writ of Error	- - -	25
Bond	- - -	60
Transcript &c	- - -	1.60
July 1st - 25 August 1824		360.40
County Court Costs	- - -	17.76 1/2

State of Tennessee I Anthony Schell Clerk of White
 White County Circuit Court in and for said County
 do hereby certify that the foregoing is a true and correct
 Transcript of the Records and proceedings had in the cause
 wherein the said Lenny and Lane are plaintiffs and Alexander Lane
 and others are defendants decided at August Term A.D. 1824
 also a bill of costs which accrued therein



In Testimony whereof I have hereunto sub-
 scribed my name and affixed this my
 personal seal of office this being no seal of office
 this 23rd day of July in the year of our Lord one
 thousand eight hundred and twenty four

Anthony Schell Clerk
 of White County Court

And the plaintiff in Error comes and says that in the rules and precepts
aforesaid, and also in reversing the judgment aforesaid, in the Court below
there is manifest Error. And therefore prays the following error
to be reversed.

First because the court erred in giving judgment for the Defendant
in Error, when it should be given for the plaintiff.

Second. There was not sufficient testimony before the Court below
to pronounce a judgment against the plaintiff in Error.

For the above reasons and other reasons to be assigned
on argument, the plaintiff prays judgment R.C.

Aug. 11. 1825.

Albany N.

345.99
14.41
360.40

No 49

Alexander Ramsey

vs
The Common

The New & Greenway

Made out 23rd July 1825

Anthony M. Reed Clerk

Filed 23rd July 1825

A. B. Rand Atty

Augt Term 1825

Atty

Records

At Albany N.Y.