

State of Tennessee

Be it remembered that this day found on the 26th day of June 1832, a petition presented in my office in word and figures following to wit:
To the honorable Perry W. Humphreys judge of the 3^d judicial circuit for the state of Tennessee
Your Petitioner Edward M. Simpson, a citizen of the town of Clarksville and state of Tennessee would respectfully represent to your honor that a certain Charles Brown of the town & state aforesaid brought an action of assumpsit against your petitioner in the county court of Montgomery County Tennessee returnable to the January term 1832, the declaration contained three counts the 1st purporting to be a note or writing not under seal to pay cash notes 2nd on a note or writing to pay note money and the 3^d for work and labor done goods wares and merchandise &c. At the January term of said court 1832 judgment by default was taken and writ of inquiry awarded to be executed at the next term of the court at the April term the jury was sworn to inquire of damages in the cause upon which inquiry the declaration and note which is a part of the record to the jury and no evidence given of the value of the cash notes called for in the writing and a verdict given and judgment rendered for the sum of four hundred and fifty eight dollars and twenty five cents. Your petitioner would state that he then by his counsel moved the court to set aside the finding of the jury and for a new trial 1st because there was no evidence given to the jury of the quantum of damages except the note or of the value of the cash notes & 2^d because

the proceedings before the jury and the finding
of the jury was contrary to law but the court
refused to disturb the verdict made the judgment
final and discharge the rule for a new trial
all which proceedings will more fully and
satisfactorily appear from the accompanying record
Your petitioner states that it will be remarked
that the proper writing which is copied
on the last page of the record and in
which your petitioner promised on or
before the 1st day of January 1832 to pay
the said Brecht four hundred and fifty
dollars in cash notes or solvent notes in
Montgomery County was any particle of
evidence given in the case that unless
not being for money nor under seal
was not the subject of debt or covenant
but of special ~~covenant~~ assumpsit, and was
not more than evidence of the promise
and not of the damages in your petition
is advisable. Your petitioner therefore re-
quest to your honor that there be manifest
error in said ^{record} in these respect Count 1st in the said
counts permitting the counsel of the plaintiffs
to read said writing to the jury as evidence
of the quantum of damages 2nd and in per-
mitting a verdict to be rendered and in
giving judgment for the plaintiffs in the
absence of evidence as to the amount of
damages 3rd in the absence of evidence as
to the amount of damages 3rd in refusing
to set aside the verdict and judgment
and grant a new trial so that your peti-
tioner could give evidence as to the damages
and 4th because the proceedings as shown
in said record are contrary to law Your
petitioner would further represent to your
honor that since the adjournment of said Court

The said plaintiff has and execution issued
on said judgment against the property
of our petitioner which the Sheriff is
about to enforce the collection of For these rea-
sons and others others apparent on the face of the record
Your petitioner moves your Honour for a writ of Error
to remove said cause into the Circuit Court of Mont-
gomery County and for a Supercedens to Surprisa and Stay
all further proceedings upon said execution to the end
that the said erroneous judgment may be revised and
said execution quashed. And your petitioner would
State also that this is the first application for a certio-
rari & Supercedens writ of Error or injunction in this
Cause. And your petitioner as in duty he will ever pray
Quarles for petitioner. I demand M. Thompson

To the Clerk of the Circuit Court for the County
of Montgomery Will on sufficient security bring
give for cost and damages issued writs of Error and
Supercedens agreeable to the prayer of the petitioner
the plaintiff in Error having also filed the accompany-
ing transcript of the record of the case in this
petition described. Parry M. Humphreys judge
of the Circuit Court for the 5th
Judicial Circuit

State of Tennessee

At a Court of pleas and quarter Sessions continued and
held for the County of Montgomery at the Court
house in Clarksville on the 3rd Monday in January
1839 Present James Wheatly

Isaac Henderson Esquire
Charles Minor Esquire

A writ was returned in words and figures following
To wit. State of Tennessee

To the Sheriff of Montgomery County Greeting
You are hereby commanded to take E. M. Thompson
and him safely keep so that you deliver his body
before the justice of our County Court of pleas
and quarter Sessions to be holden for the County
of Montgomery at the Court house in the Town

of Clarksville on the Third Monday in January next
then and there to answer James Brown of a plea of trespass
on the case to his damage five hundred dollars
which said mat. and there then and there this writ. Let
my Andrew Vance Clerk of our said Court at appear
in Clarksville the 3rd Monday in October 1831 and
30th year of the Independence of the United States
Andrew Vance Clerk

I acknowledge myself bound in the sum of one
thousand and twenty five dollars as the plaintiff's secu-
rity for the faithful prosecution of the within suit
and in case of failure therein to pay all cost and
damages that may accrue thereon. Given under my
hand and seal this 9th day of January 1832

Spencer 9th January 1832

Com to Thomas said Secy of the January 1832

And the plaintiff by his attorney filed his declara-
tion in court and requires following bonds,
State of Tennessee of January Term, C. of pleas & quarter
Montgomery County, Spring A. D. 1832

James Brown by attorney complains of Edward
M. Simpson in custody H. of a plea of trespass on the
case for that whereas he is to wit, on the 11th day
of May A. D. 1831 in the County aforesaid the said
defendant made his certain promissory note which is
to the Court shown & produced the date whereof is the
day and year last aforesaid whereby he promised on or
before the first day of January 1832 to pay to James
Brown or order four hundred and fifty dollars in cash notes
on good and solvent men in Montgomery County, and
thus and there delivered said promissory note to the said James
Brown. And the said plaintiff in fact saith that after
said promissory note became due and payable to wit on
the day of 1832 before the bringing of
this action the demand of the said defendant payment
of said promissory note in good cash notes on solvent
men in Montgomery County, but the said defendant

refused to pay said promissory note according to the
time and effect thereof

And whereas after wards to wit, on the said 14th day
of May in the year of our Lord 1831 in the County
aforesaid the said defendant made and executed his
certain other promissory note of that day which is
to the Count here shown & produced the date where of
is the day and year last aforesaid whereby he prom-
ised on or before the first day of January 1832 to
pay James Brown four hundred and fifty Dollars
and thus and there delivered said promissory note
to the said James Brown and in consideration there-
of and in consideration thereof affirmed and promised to
pay the same according to the time and effect of said
note. And whereas afterwards to wit on the said 14th
day of May 1831 the said defendant was indebted to
the said plaintiff in the sum of four hundred and fifty
Dollars for goods wares Merchandise before that time
sold and delivered by the said plaintiff to said defendant
at the Special instance and request of the defendant and
also in the sum of \$400. Dollars for work and labour ~~done~~ and
and diligence of the plaintiff towards and about the business
of the defendant at the Special instance and request of the de-
fendant. And being so indebted he the said defendant in con-
sideration thereof affirmed upon himself and thus and there pro-
mised the plaintiff to pay him said last mentioned sum of money
+ whereas the said defendant should be thenceforth after wards
requested. Now the said defendant although after re-
quested hath not paid said several sums of money above dem-
anded or any part thereof but hath therupon neglected and
+ refused and still hath fail and refused to pay the same or
any part thereof to the damage of the plaintiff \$500. Dollars
and therefore he sues

And on a subsequent day of the said Term
present J. M. Whiting Charles Minor & Isaac Hamilton Esqrs. justices
the following proceedings were had to wit to wit
James Brown

vs
E. M. Simpson & Co. This day came the plaintiff by attorney

and thereupon the defendant being solemnly called to come
into court and filed to the plaintiffs declaration put in
so to do but made default. It is therefore considered by
the court that the plaintiff recover of the defendant, but
because the court here is not advised of what damage the
plaintiff hath sustained, let a writ of inquiry be awarded
and a jury come at the next Term of the court and
inquire of the same.

And afterwards term. at the April Term of our said
court 1839 Present

Charles Minor
J. W. Stirling Esquires
S. M. Rogers Esq Justice

James Brown

Writ of Inquiry

C. M. Simpson This day came the plaintiff by his attor-
ney and thereupon came a jury of good and lawful men
to wit, Fisher & J. Hanning John Matlack Peter Chas. Mullie
Rev. Joseph P. Thomas William Yates John Weller for a John
Dartor Samuel Sykes John L. Abbott Joshua Usher and
William L. White who being duly elected tried and sworn the
well and truly to assess the plaintiffs damage upon their oaths
do say that they do assess the plaintiffs damage to the sum
of Four hundred and fifty eight dollars and twenty five
cents. It is therefore considered by the court that the plain-
tiff recover of the defendant the sum of Four hundred &
fifty eight dollars twenty five cents the damage so assessed
by the jury aforesaid as also the cost in this behalf expended
And on a subsequent day of said Term

Present J. M. Rogers

Isaac Anderson Esquires
J. W. Stirling Esq Justice

James Brown

C. M. Simpson The defendant by his counsel moved
the court to set aside the verdict &
judgment on writ of inquiry in this cause
+ This day came the parties by their attorneys and there-
upon all and singular the matters and things arising
on the defendants motion being argued and by the court
fully understood. It is considered by the court that this motion be over-
ruled

And thereupon the defendant filed his bill of exceptions to the opinion of the Court which is signed & sealed by the Court and ordered to be made a part of the record Bill of

Exceptions 3. It is remembered that on the trial of this cause after the jury had been impaneled & sworn & the declaration read to them the counsel for the plaintiff read in evidence a paper writing signed E. M. Simpson and in which he promised on or before the 1st of January 1832 to pay James Brown or order four thousand and fifty dollars in cash or notes on solvent men in Montgomery County which paper writing is here referred to marked A. and prayed to be taken as part of this bill of exceptions and that there is all the evidence given in this cause. The jury calculated the interest and returned a judgment for the sum of four thousand and fifty eight dollars and twenty five cents in damages and made the Court for the defendant this day April the 21st 1832 move the Court to set aside the inquiry had before and by the jury and for a new trial in the cause. 1st because there was no evidence given to the jury of the quantum of damages sustained by the plaintiff except said note nor of the value of the cash notes therefore the verdict was against evidence. 2^d because the proceedings before the jury and the finding of the jury was contrary to law. But the Court overruled the motion for a new trial and gave judgment for the plaintiff to which opinion of the Court discharging the rule for a new trial and overruling the motion the Court for the defendant excepts and prays this exception to be signed sealed & made a part of the record which is done

A. M. Rogers Clerk

Isaac Anderson Secy

R. W. Huling Secy

Exhibit A.

3 of 450.

On or before the 1st January 1832 I will pay James Brown or order Four thousand fifty dollars in cash or notes on solvent men in Montgomery County, as I have my hand & seal 14th 1831

E. M. Simpson

State of Tennessee I Aaron Vance Clerk of the County
Montgomery County & Court of pleas & quarter Sessions for the
County aforesaid. do certify that the
 foregoing is a true Copy of the record and proceedings
 had at this said June Term on E. M. Simpson as the
 same remains of record in my office

W. A. P.

In testimony whereof I have hereunto set my
hand and affixed the seal of said County at
office in Clarksville this 30th day of May
1892

A. Vance Clerk

\$458.25

for grant 29th April 1892

State said 1.63th Court June 1st 00

Chk lent bond 1.50 paid out by default 1.00 2.50

a paid grant paid 75 July 19th Mathew for new trial 25 1.12th

a overrule Mathew 25. Bill of cost 25 - 37th 4.80

Shff Commenced arrest 1. July 19th etc 1.12th

at A. Martin atty 2.50

10.75

Chk for this transcript & seal 1.63th

Inchibels 350 Words at 8th p 100 35
\$2.47th

Witness all men by these presents that the E. M. Simpson &
G. A. Davis are held and firmly bound unto James Brown
in the sum of One Thousand and fifty Dollars for the paymen
ent of which said bond ourselves our heirs Executors & Administrators
jointly and severally firmly by these presents sealed with
our seals and dated this 21st day of June 1892

The Condition of the above obligation is such that
whenever the above bound E. M. Simpson hath prayed &
obtained an order from the Honorable Perry W. Humphreys
Jr. Judge of the 3rd Judicial Circuit for the State of Tennessee
for writs of Error & Supersedeas staying further proceedings
in an execution issued in pursuance of a judgment rendered
by the County Court of Montgomery in favor of James Brown
against the said E. M. Simpson for the sum of four hundred
and and fifty eight Dollars & 25th Cents & Cost of Suit
Now if the above bound E. M. Simpson shall well and
truly prosecute this said writ of Error with effect or in
case of failure therein shall pay & satisfy such cost and

damages as may be adjudged against him by the Honourable Circuit Court. Thus the obligation to be void. Else to remain in full force and effect. Given under our hands & Seal the day & date above written E. M. Simpson (Seal)
G. A. Davis (Seal)

And after several times at the August Term of our said Court 1892 This cause is continued

February Term 1893 Continued

And after several times at the August Term of our said Court held at the Court House in Clarksville on the third Monday in August 1893 for Montgomery County

against the Honourable John W. Cooke Esq. Judge of the 9th judge of the 9th judicial Circuit by order Change of holding with the Honourable Perry W. Humphreys Esq. Judge of the 5th judicial Circuit James Brown

My Writ of Error

E. M. Simpson This day came the parties by their attorneys and thereupon all and singular the matters in error assigned by the plaintiff in error being heard and fully understood. Argument of Counsel learned in the law being heard thereon. The Court is of opinion that there is no error in the record and proceedings of the Court below. It is therefore ordered by the Court that the judgment in the County Court be in all things affirmed that the plaintiff recover of the said E. M. Simpson the sum of four hundred and fifty eight Dollars and 25 Cents the amount of the judgment in the Court below together with the sum of Twelve Dollars & three Cents interest at the rate of five percent per annum damages thereon since the rendition of the judgment in the Court below and also on Motion against the said G. A. Davis Security for said writ of Error together with the said E. M. Simpson the amount of damages costs in this behalf expended

James Brown

My Writ of Error

E. M. Simpson This day came again into Court

And the defendant by his attorney and prays an appeal
in the nature of a writ of Error having entered into bond
and security agreeable to law. The same is allowed to
the Supreme Court at Nashville

Know all men by these presents that we Edward M
Simpson Gabriel A Davis and jointly to
and indebted to James Brown in the special sum of one
thousand and fifty Dollars for the true payment whereof
We bind our selves our heirs Executors Administrators &
assigns Given under our hands and Seals this 29th day of Dec
+ 1833. The condition of the above obligation is
Such that whereas the said James Brown recovered a judg
ment against the said Edward M. Simpson and Gabriel
A Davis in the Circuit Court for Montgomery County at
their August Term 1833 for the sum of four thousand and
Twenty four Dollars Twenty eight cents and east of Cent
and whereas the said defendants hath prayed an appeal
in the nature of a writ of Error to the Supreme Court
at Nashville. And now if the said Simpson & Davis
shall with Effect prosecute their said writ of Error or
in case of failure thereof shall pay satisfy and discharge
such cost and damages as said Supreme Court may aw
ard therein. Then that obligation to be void. Otherwise to
remain in full force and Effect. Given under our hands
and Seals this day and date above written

E. M. Simpson *Seal*
G. A. Davis *Seal*
Chr Minor *Seal*

State of Tennessee J. Peter N. Marr Clerk of the Circuit
Montgomery County Court for the County of Montgomery
do certify that the foregoing is a true transcript of the
record and proceedings had in this case James Brown
against Edw^d M. Simpson as the same remains of re
cord in my office. In Witness Whereof I have hereunto
set my hand and private Seal, having no
public Seal of office at office in Clark's
Vile this 10th day of January 1834

PS

Peter N. Marr Clerk
By his deputy Chas^s Bailey

Jury must 28th August 1833 for
Bill of cost

9474.28

Wk entering appeal filing petition &c 75

" 2 continuances & 3rd et seq judgment 75 1.50

" Bill of cost 25 appeal & return 75 1.00

" this transcript &c &c 1.62 $\frac{1}{2}$

" Exhibits 350 mms & 18^{cts} for 180 mms 35

5.22 $\frac{1}{2}$

State Tax 2.25

M. A. Martin atty Tax for 2.50

for
Total Cha^s Bailey Clerk

100

46

James A. Brown

W. B.

W. M. Simpson

Filed March 2 1834

Provisionary act

Recorded in Book B
on pages 190 & 196

No. 0