

State of Tennessee

Be it remembered that at a Circuit Court begun and held for the County of Montgomery at the Court House in the Town of Clarksville on the first Monday in March One thousand Eight Hundred and Forty nine present and presiding the Hon. M. A. Martin One of the Judges of the Circuit Courts of the State of Tennessee and assigned to hold the Courts of the 7th Judicial Circuit in said State. - the Sheriff of Montgomery County returned into Court a Writ of Summons which is in the words and figures following to wit -

Summons

State of Tennessee

To the Sheriff of Montgomery County Greeting
You are hereby commanded to summon Wm J. Lunsford, Ambrose Davis, Winston Davis & William Davis to appear before the Judge of our next Circuit Court to be held for the County of Montgomery, at the Court House in the Town of Clarksville on the first Monday in March next, then and there to answer John A. Mabry & Wife Malinda & John Bayneham, in a plea of trespass on the case to their damage One Thousand Dollars.

Herein fail not and have then and there this Writ. Witness Charles Bailey Clerk of our said Court at Office in the Town of Clarksville on the first Monday in November 1848 and 73rd Year of the Independence of the United States

Chas Bailey

By John W. Wisdom Secy.

Recd I acknowledge myself bound and indebted to Wm J. Lunsford, Ambrose, Winston & Wm Davis

in the sum of two hundred and fifty Dollars as
a J. Ellaby Wife & John Baynham's security,
that he will prosecute his action of case this
day commenced in the Circuit Court of Mont-
gomery County Tennessee by said Ellaby & Wife
& Baynham against said obliges defendants
and in case of failure therein to pay the
said defendants all such costs and damages
as may be awarded against the plff by
said Court. Given under my hand and seal
this 21 Day of Feb'y 1848.

Iss'd 21 Feb'y 1848

J. C. Bailey Esq

Plff's return Came to hand the 22^d Feb'y 1848
Executed upon Wm Dain W. J. Lunsford on
the 24th of Feb'y 1848 Tho^s M. Huff & Plff
Ambrose & Winston Dain not found

Tho^s M. Huff & Plff

Declaration

State of Tennessee } Circuit Court March Term 1848
Montgomery County }

John Baynham who sues
for John C. Ellaby Wife Malinda by attys
Complains of Wm J. Lunsford & Wm Dain who
have been summoned to answer them in a
plea of trespass on the case - For that
whereas heretofore to wit, on the first day of
January 1848, to wit, at the County aforesaid
the said plffs were possessed of a certain
negro slave named Allen, of great value, to wit
of the value of One Thousand Dollars, as of
their own property and being so thereof
possessed, they the said plffs afterward to
wit, on the 2^d day of January 1848 to wit
at the County aforesaid casually lost said

negro slave out of their possession and the same negro slave, to wit, on the day and Year last aforesaid at the County aforesaid. Came to the possession of the said defendants by finding. Yet the defendants well knowing the said negro slave to be the property of the plffs in their behalf, have not as yet delivered said negro to the plff altho often requested so to do, & have hitherto wholly failed & refused so to do - and afterwards to wit, on the day and Year last aforesaid, to wit at the County aforesaid the said defendants converted & disposed of said slave to their own use.

And whereas also, afterwards to wit, on the 1st day of January 1847, to wit at the County aforesaid, said Malinda S. Davis being possessed of a certain other slave the property of said Malinda of great value to wit, the value of One Thousand Dollars, hired the said slave to the said Wm. J. Lunsford, Wm. Davis & Jones Davis & Ambrose Davis who are not sued in this action for the term of One Year commencing from the 1st day of January 1847 and afterwards, to wit, on the day of 1847, the said Malinda married John C. Matney & the said Malinda & John sold & conveyed the said slave to the plff John Paynham to wit, at the County aforesaid and by reason thereof said slave upon the expiration of the hiring would have become the property of the plff. And the plff avers that by reason of said contract of hiring the said defendants were bound to keep reasonable care of said slave - and the plff further avers that neither the defendants, nor the said Jones & Ambrose

did take due and proper care of said slave
so hired & delivered as aforesaid but wholly neglected
& refused to do. & took such bad care of said
slave that afterwards to wit, on the day of
1847 to wit at the County aforesaid said slave became
& was totally lost to the plff. Wholly and by
reason of the premises plff says he is damaged
One thousand Dollars & therefore he sues.

Bailey Atty -

Pleas, Mabely Wife & al

And the said defendants
Wm Davis & Wm Lunsford by their Attorney come
and defend the wrong
and injury when &c and say that they are not,
nor is either of them guilty of the said supposed
quiverances above laid to their charge, or any
or either of them, or any part thereof in
manner and form as the plaintiff hath above
thereof complained against them. And of
this they put themselves upon the Country.

&c.

Homburger Atty

Replication & Issue

Henry & Shackelford - Bailey

And afterwards to wit at the September Term 1848
of the Circuit Court for S^d County on the 12th Day
of September

Ans Paynham & Ans Bellamy & Wife

Prover

Lunsford Davis &c

In this cause, it is
ordered by the Court
that the defendant

have leave to take the Deposition of George Robertson and
William Trahern, on giving 4 hours notice to either of the
adverse parties in the Record to be read as evidence for plffs

And afterwards to wit at the same Term and on the 14th day of September 1848—

John Baynham & John C. Malby } Case
& Wife Malinda }

vs
Wm J. Lunsford & Wm Saine } This Cause is Con-
tinued as on affi-
davit of the defen-
dant and at their

cost of the Term. Whereupon it is considered by the Court that the plaintiffs recover of the defendants the costs in this behalf expended at this Term & that execution issue—

And afterwards to wit at the May Term 1849
of S^c Court & on the 16th Day of May 1849

John Baynham for J. C. Malby & Wife } Case

vs
Lunsford Saine & Co }

This day
came the

parties by their attorneys & thereupon came a hung
of good and lawful men to wit, J. C. Sandon,
J. E. Trotter, Sandy Johnson, Jesse Lykes, James
Morrison, J. S. Smith, J. G. Hutchinson, A. H.
Fletcher, J. B. Green, Robert Gordon, H. C. Haynes,
Wm L. Bunnery, who being duly elected, tried and
sworn the truth to speak upon the issues joined
took their seats in the box, & by consent of parties
this Cause & Jury are adjourned until to
morrow morning and the Jury permitted to
disperse—

And on the 17th Day of May 1849 present &
pending the Hon M. A. Martin the following Judgt.

was rendered to wit

Judgment

John Baynham for J. C. Malby } Case
& Wife Malbida }

vs

Wm. J. Sunsford & Wm. Davis

This day came
the Jury hither
sworn in this

Cause, who took

their seats in the Box and who upon their oaths
do say that they find the issues in favor of
the plaintiff and that they do assess the
plaintiffs damage to the sum of Five Hun-
dred Dollars — Whereupon it is considered
by the Court that the plaintiff recover of
the Defendants the sum of Five Hundred
Dollars the damage so assessed by the Jury
afore — as also the costs in this behalf expended
and that execution issue

And at the same Term on the 1st day of
June 1849 —

John Baynham for J. C. Malby & Wife

vs

Wm. J. Sunsford And Wm. Davis

This day
came the
parties by

their attorneys and the defendant moved the
Court ^{in arrest of judgment} which is overruled & they moved the Court
to grant them a new trial, which motion
is overruled and the defendants prayed an
Appeal to the Supreme Court at Nashville
the having entered into Bond and Security
agreeably to Law the same is allowed

And afterwards on the 16th June 1849 at the
same Term

John Baynham for S. Callahan & Wife

W. J. Lunsford & Mrs. Davis

This day
Came the
parties by

their attorneys & the defendants tendered their
Bill of Exceptions to the opinion of the Court
which is signed & sealed by the Court & ordered
to be made a part of the Record.

Bill of Exceptions

State of Tennessee } Circuit Court May Term 1849
Montgomery County } John Baynham et al

W. J. Lunsford et al

Be it remembered that on this the Day of
May 1849 this cause came on to be tried before
the Hon. M. S. Martin, and a Jury of the County
where Henry Blane, a Witness for the ~~Parties~~
plaintiffs swore that he was at the hiring of
the negroes of Mahinda Davis by the plaintiff
John Baynham, who as agent of the said
Mahinda, on the 1st January 1847 hired out
the boy Allen, in controversy in this cause:
that the terms of the hiring were proclaimed
by the said Baynham, and they were
that the negroes were not to go upon the
River, work in ore beds, or put to work in
mud and water, that the terms were publicly
proclaimed three times that day, that they
were hired as farm hands. The defendant
Lunsford was present when the terms of the
hiring were proclaimed, but he did not
know that he heard them. Lunsford was not
present when the first negroes were hired.
The boy Allen was hired to William Griffey

and Lunsford in a few hours afterwards, hired the Boy of said Griffey & Lunsford executed the Note of David Lunsford & Co to Baynham for the hire of said Boy. The Witness further said that Lunsford wished to know of Baynham, as he had hired all the other Boys, if he might not take Allen and put him to work with the other negroes at the Mill; that Baynham said they were hired as farm or field hands & he would not let him work at the Mill, he was to work upon the farm. The Witness proved that the Defendant Lunsford who hired the negroes hired them for David, Lunsford & Co that the firm of David, Lunsford & Co, consisted of the deft Wm J Lunsford, Ambrose David, Jones David, William David. He further stated that Griffey who hired the negroes or some one, asked as to the health of the Boy, that thereupon Baynham made reference to Johnson, who had had the management of the negroes, that Johnson said the boy had been afflicted with rheumatism, but he was perfectly sound and had as soon have him as any negro. He further swore the Boy was a good looking boy, and worth \$800. When one of the boys was on the block Lunsford asked Baynham what the terms of the hiring were, to which Baynham replied that they were not to go to iron work, on steamboats or to Mills, they were hired to work upon a farm as field hands only.

* James Nealyard was next called by the plaintiff who swore that the Boy Allen was engaged in driving the wagon of Lunsford David & Co,

from a few days after the hiring until he was taken sick. He was hauling flour from the Mills of defendants to Prices Landing upon Cumberland River; had seen him hauling in the rain; when the weather was very cold - this was in January & February - the Boy was badly clothed, the Boy drove the waggon every day & hauled nearly all the flour as he was generally driving the waggon from the Mill to Prices; saw him driving the waggon in Jan'y & Feb'y; wet & cold - Boy Allen took sick the latter part of Feb'y, did not know whether or not a physician was called in, as the Boy was sick several days before he knew it, that Dr Thomas was called in constantly; did not know how often he had seen him driving the Waggon; the Boy Allen had on winter clothes & sometimes when raining, he had a blanket over him; He had seen Kinworth driving another team but not regularly as the boy. The Company of Davis Lunsford & Co have wheat growing one or two Chars on the farm at the Mill; they had a large merchant Mill and bought large quantities of wheat. He had seen the boy whilst sick. The boy could have hauled all the wheat raised on the farm to Prices in a few days. Said the boys clothes were thin & much worn. He had never seen him with a blanket or overcoat. The roads were very bad and muddy.

Alexander Walker was next called by the Plaintiff who swore that he had seen the boy Allen driving the Waggon the last Jan'y 1847, loaded with empty barrels, it was raining

hard, and very cold, and Allen was badly clad
* that his clothes were much worn, his arms and
legs being exposed to the weather, that he was
as healthy as negroes usually are, aged 19 or
20 years and worth as much as negroes usually
are, Part of the year before the Boy Allen was
under him, he could not plough as well as other
negroes while he had rheumatism but did as
much work with the hoe as other negroes;
He had a slight attack of the rheumatism, and
was sick of chills in the fall; that he was the
overseer of Cornell, that the pantaloons of the
boy Allen at the time he saw him with the
load of empty barrels, were ragged, ^{nearly} up to the
knee, and on the arms. The boy was then
returning with the waggon from the river. He
had no overcoat or blanket and it was raining
* hard enough to wet me with an umbrella and
overcoat, I met the boy going home. The boy
was not nearly so well clad as boys usually are.

* Buckner Killbuck was next called by the
plaintiff who swore that the boy Allen drove
the waggon from the mill to the landings -
and sometimes the farm as he was kept con-
stantly employed in driving the waggon. The
boy knocked up in Jan'y or Feby 1847.
He had previously also drove the waggon a
while, that he was acting for himself and did
not stop driving on account of the weather -
that he had seen other persons drive, but he
had good clothing, + an overcoat, - **He had seen**
Allen driving the waggon on the farm.
The first time he saw Allen he was ploughing.

had seen him hauling rails on the farm
had seen two crops of wheat growing on the farm
Allen's clothes were not good, that they appeared
to be common Irish clothing, much worn and
very thin, had ~~never~~ seen him with an
overcoat or blanket.

Dr A L Thomas, was then called by the plaintiff
who swore that he on the 25th Feb'y 1847 was passing
the mill and premises of the defendant and that
Mr Conn the miller & agent of Fairbairns & Co
asked him to call in and see the negro. He saw
the negro was lying on the floor with only a blanket
& had been sick 6 or 7 days. and he was laboring
under bronchitis, gave him some more medicine and
left some more medicine with the direction that it
should be given him; He saw the boy no more
& until the 1st of March, when sent for by Wm Davis,
and he found the boy much worse; did not know
whether the medicine that had been left by him, had
been administered to the boy or not, that there were
good fires all the time in the room, that bronchitis
was the disease with some fever produced by bron-
chitis, that the boy said he had been unwell
five or six days or a week, that Lunsford was
from home and in St Louis upon business, that
Conn was the miller and took the responsibility of
calling him in, that he had been the physician
of Cornell and McManus and had seen the negro
sick at Cornell with a cold on one occasion
only, that Allen was an ordinary negro and worth
the ordinary price, was a medium negro; \$7 or a
fair price, that bronchitis is very often and most
generally a slow disease generally curable, but

Often
Sometimes fatal, that when first called in thought
the boy curable, but when he saw him the second
time he was worse, but he thought him curable,
he thought the boy slightly better a few days after
his second visit, was then a curable case if well
attended to, that before he was dead he examined
him and thought, that there were tubercles slightly
developed on one of the lungs, but had not progressed
far enough to produce death, they might have
remained for years without producing death - that
when first called in Allen was on a blanket before
the fire - that there always was a good fire and
he did not know whether his prescriptions were
attended to or not, that he understood by the woman
that they were - no one to wait on the boy but an
old woman who had to cut the wood and cook for
the family - there was no reliable person to wait on
the boy, but tubercles often existed in a dormant
state without developing itself, but tubercular Consumption
was often developed by causes exciting the tubercles,
that bronchitis sometimes developed the disease, that
after he was called in by Wm Laine he visited the
negro every day and that Wm Laine was there
frequently, that after the boy became worse and
incurable and a few days before his death on the
21st March a negro man was called in to assist
the old woman to wait upon the boy Allen -
that he thought the negro was not nursed as he
should have been as the old woman who waited
upon him had to cook for the hands - And the
Witness further stated, that when Cowen called upon
him he refused to see the boy, but upon Cowen
informing him that Lunsford the managing
partner was from home, he consented to see the Boy

and did see him as before stated, that the reason
why he refused when first requested to see the boy
was that Lunsford acting for the Company treated
+ the negroes badly and would never call in a
physician until it was often too late, that he
had been called in too late to see a negro of
Mrs. Williams's which died. By the Witness giving
this latter statement, as to his ~~refusing~~ reason for
refusing to see the negro, the Defendants by
their Counsel objected, which objection was overruled
by the Court & the testimony permitted to go to
the Jury - Witness further proved that he told
+ Simon Williams the Agent and Manager of Defendants
when he was called in on the 20th Febry that the
boy was very sick but thought the case a curable
one, that there was no person waiting on the boy
at any time upon whom any reliance could be
placed, that the woman was old and ignorant
of the duties of a nurse. That whenever he called
+ to see the boy, he found him unattended and had
always to look up the old woman. That William
Davis lived five or six miles from the place where
the boy was sick - That if proper attention had
been given the boy would in Witness's opinion have
+ recovered. That upon his second visit the boy was
worse and he told them unless particularly attended
+ would die. He never saw the boy lying on the
floor after the 1st of March. After William
Davis took charge of the Boy said
Williams was there to see the Boy
every day and he was put upon a bed.
That he always found the boy in bed & fire
in the room, but no person with him

Whereupon the plaintiff produced and read the marriage Contract between Malinda Aline and John E. Malloy wherein the said boy Allen was on the 4th day of March 1847 transferred to the said Baynham plaintiff, in trust for the use and benefit of the S^r John E. Malloy and Wife Malinda which it is agreed shall not be copied -

H. Comell was thereupon called by the Defendants who swore that Wm Burkholder a tobacconist in the Town of Clarksville, hired the boy Allen of Malinda Aline for the year 1846 and that in July 1846 he hired the said boy Allen of the S^r Burkholder, to work upon his farm, that up to the time he hired the boy of Burkholder he considered him healthy - that the boy became sick and was sick 10 or 15 days and he saw Burkholder & wanted him to take Allen back. that the boy ~~was~~ could not plough and was taken sick again that Mr Thomas came to see another boy and Witness told him what he had done for the boy of which Thomas approved said the boy would be well. - that he had a Cough, did not think the boy able nor did he do good work, nor was he put to severe work. He had a Cough and was complaining the latter part of December before hired to Defendants. did not know the condition of his clothing. He gave him a good winter suit in December. The Witness further stated that at the division of the estate of his Father in law J. M. Magnus, the boy Allen was valued at \$600 he then thought it cheap, but thought the boy was not worth when he lived with him more than \$500 or \$550. The Witness further said that

he was at the hiring of the negroes of Malinda Allen, but that the only exceptions he heard proclaimed, were that they were not to go to work at the Iron works, upon the River, or in the water but were hired as farm hands

Larkin Bradley was next called by the defendants who swore that when the boy was under him as manager of the Iron Works in 1846, that the boy Allen was sick, had a cough, very liable to take cold dull, stupid, heavy and drooping, and did not associate with the other negroes. That when inquired of as to his being drooping and low, complained of not being so well, that he very frequently complained, was not a good hand. a physician was called in once or twice to see him during the time they had him before hired out to Cornell, that they hired him a while to Wm Munford & he was sick there & came home sick - As to his value could not say - that to a person who wanted such a negro that he was worth \$2.50 or \$3.00. The boy did not lose much time - kept him in a room where there was no fire - When witness spoke of being dull and sleepy he meant that he was not sprightly in mind & active -

Richard Williams was next called by the defendants who swore that he was the overseer of Larkin Munford & Co, that the boy Allen did not work in the field - drove the waggon a week or ten days on the farm, afterwards the waggon to Trices - and drove it within about a week or ten days before he was taken sick - that he was sick three or four days before Dr Thomas

was called in, that to his knowledge the boy
had not laid down, was present when Dr Thomas
was called in by Comen, Dr said boy was dan-
gerously ill - that he saw the boy three times a
day for about two minutes at a time - that a
negro woman attended to him, that he was sick
about a month, that he lived three weeks after
the defendant Wm Saine told him to give the
boy proper attention - Dr not know that
the boy was neglected - that there was a good
fire in the room all the time - that his sister
sons killed squirrels and brought them to him
twice and Wm Saine gave him money to buy
rice for the boy. but he could neither eat the
squirrels or rice - that Allen had never laid
down until Dr Thomas was called in - that
the Dr said the boy had cold, that Lunsford was
in St Louis - that Wm Saine took the bed -
he - Williams - slept on and gave it to Allen
that about a week or ten days before Allen took
sick - he Williams took the wagon and drove
it himself - and Allen was put to getting out
oats - that the day they hauled oats it rained
that the boy Allen wore the clothing he had
when hired - that his Master Malinda Saine
gave him a pair of shoes - that the boy was
dull and stupid - that he did not do good
work nor was he a good wagoner - that the
negro woman who was first put to waiting
upon the boy had only to cook for the Master
Williams and three negro hands - that she was
of about fifty years of age - boy complained of
nothing but a cold - did not expectorate much
that some few days before the death of the boy

a negro man was called to nurse him. That
Wm Davis lived about five miles off but called
to see the boy every day after Dr Thomas was called
in - The boy had neither overcoat or blanket -
lived a week after Lunsford returned

Robert D. Blakney was next called by the
defendants who swore that the boy was healthy
until about the death of M'Mannus, with the
exception of rheumatism - that when Cornell had
him he had a Cough and wheezing - that he
was confined 10 or 12 days - that his feet and
ankles were swollen - that he did not consider
him healthy - that he would not have bought
such a negro - that probably he was worth
half price - boy had slight attack of rheumatism
in the ankles.

Moses Aldham was then called by the plaintiff
who swore that he knew the boy Allen - that he
was one of the Commissioners who valued the dis-
tributive estate of M'Mannus, that Allen was
valued at \$1000 in the Year 1845 - that the
boy complained of slight rheumatism in the
life time of M'Mannus

Mr Peggy Johnson was then called by the
Defendants who swore that she had visited the
boy Allen four times during the last week of his
life, during his sickness - that she lived about
three fourths of a mile from the premises of
Davis Lunsford & Co and made the clothing for
the negroes - that she made up good shirts for
them and had never seen the negroes abused.

that the negro boy had two nurses in the last week of his life viz the old woman and a man thought him well attended to, that Lunsford was absent and when he returned home he wanted her to attend upon the boy and offered to pay her any thing or any amount to do so - That she found it impossible to leave home for so considerable time, but visited the boy as above stated - that after Lunsford could not procure her to nurse the boy he applied to Mrs Williams for the purpose of procuring some one and got the man - the boy had two nurses whenever she called to see him - that the boy after had a pain in the side and a dry hacking cough that she made the burial clothes of Allen & that he was decently buried -

After J. Price was next called who swore that Richard Williams and a negro boy both drove the wagon to his landing

Then upon the Defendants read the Depositions of Wm Sprayhorn & George Roberson herewith filed and marked (A) and (B)

Depositions

State of Tennessee I do hereby certify to the enclosed depositions
Montgomery County to me directed from the Hon
the Circuit Court for said
Montgomery County Ichabod Priestly, a
Justice of the Peace in and for said ^{State} County
have on this day the 13th September 1848 caused
George Roberson and William Sprayhorn, witnesses
in behalf of the Defendants in a suit pending
in said Court between John Bayneham and

John E. Mabry and Wife & Mahinda Plaintiffs
& W. J. Lunsford, Wm Davis, Winston Davis &
Ambrose Davis Defendants, to Come before me at
my Office in Clarksville in said County of Clark
forming who being of lawful age and being first
sworn according to law, on the Holy Evangelist
of Almighty God to speak the truth, the whole
truth & nothing but the truth relative to the
matters in Controversy between the parties, depose
as follows.

George Robertson being first Called & sworn,
deposes and says.

Question 1st by Defendant

Do you know the terms of the hiring of the
negro Boy Allen, who is in Controversy in this
Case, if so, state them and by whom said
negro was hired -

Answer I know the terms of the hiring asked about
he was put up and public notice was given that
he was not to be taken to Iron Works, put on
Steamboats, or put to work in mud and water
at the Mill. He was hired to go upon a
farm and this was proclaimed by the Cryer
The negro was struck together by Giffey & Miller
Giffey at once hired him to Davis Lunsford
& Co & Mrs Paynham took the note of the
Co. Mrs Paynham was cryer.

Question 2^d You state that the terms of the hiring were
that the said boy was not to go to the Iron
Works or on Steamboats or to be put to
work in mud & water at the Mill, were
or were not those the only terms of hiring
and that otherwise the hiring was general

Answer The hiring was general with the exceptions above stated

Question by Same.

State whether negroes called farm hands don't usually drive waggons whenever necessary - in other words do ^{is} not driving waggons & the like a part of the usual business of farm hands.

Answer Old farm hands drive waggons when they know how to drive

Question Were you ever the overseer of A. L. Mannus the former owner of this negro and if so state the general health of said boy.

Answer I was not the overseer of A. L. Mannus but oversaw within half a mile of him. The time I oversaw within half a mile of A. L. Mannus was 7 or 8 years ago. I knew the boy. He was afflicted with rheumatism in his knees, legs & feet. 7 years ago I saw the boy at his master's blacksmith shop he was sitting down & said he was sick. He breathed hard and heavy like one who had the phthisic. That year he had a long sick spell. A. L. Mannus clothed his negroes badly in the fall and winter and suffered them to be much exposed in bad weather.

Question by Same You state that when Miles Griffey had the negro knocked off to him, he immediately hired him to Lunsford & Co. Now do you mean that the hiring was instantaneous, or did some time lapse between Griffey's hiring and Lunsford's

Answer An hour or two elapsed after he was struck off to Griffey before Lunsford hired him as I understood

Question by Shackelford

Are you a Doctor & Skilled in The Diseases of negroes.

Answer I am not a doctor

Question Was Sunsford present at the hiring of the negroes on that occasion

Answer He was at the hiring that day, but do not know that he was present when Allen was struck off

Question Did Sunsford at that day know the terms of the hiring of those negroes.

Answer The hiring commenced before Sunsford arrived the terms were proclaimed before the hiring began He was present when the last negroes were hired - the terms were the same and were proclaimed & I expect he understood what the terms were.

Question by Same Do you remember distinctly that the terms were proclaimed publicly after Sunsford came to the hiring - or is your statement about Sunsford knowing them an inference -

Answer No Sir - I don't recollect positively that the terms were proclaimed after Sunsford came and I just suppose he knew them - but don't know the fact.

Question by Same - Would you from your knowledge of the boy have hired this boy as sound on the day of the hiring

Answer No Sir I would not

Question by Plff. Did you examine the boy on that day or is your statement made upon your previous knowledge -

Answer I did not examine him that day, but would not hire a boy as sound when I knew he was not sound

Question by Same Did you know the boy to be unsound that day?

Answer No Sir I did not know whether he was sound or unsound

Question by Same - Had you seen or heard of the negro for four years previously

Answer No Sir I had not known him.

Question by Same. Was it the only time you ever knew the negro when you saw him in the Blacksmith Shop to inquire for his health?

Answer That was the first time I saw him with the wheezing

And further this dep. said not
1 day + 40 miles. George ^{his} Robertson

Wm Grayham being sworn deposes as follows

Question by Jpts Do you know any thing of the health value + Condition of the boy Allen and what was the general treatment of his former owner J. M. Mannus?

Answer I went to live with M. Mannus in 1843 When I went there the boy was sick as well as I recollect I was sick for 3 or 4 weeks - I went there to live with ~~M. Mannus~~ in the winter & when he came out to work he had a wheezing - he was afterwards, afflicted with rheumatism. I do not remember how long but suppose some 10 days. I lived there a Year. I did not consider him a healthy negro and so stated to Moses Albham. I did not consider him a valuable boy I do not think he was worth more than three hundred Dollars. M. Mannus clothed his negroes badly and during the winter and

during a heavy snow, he the boy Allen had no socks and bad shoes, his legs from the ankle up to near the fork was naked. I was
M^c Mannus' answer

Question by Almonty - Would you harping given \$300 for the boy harping him as well as you did

Answer I do not think I would

Question by Same. If you had been at the harping would you have given more than half the price that sound and healthy boys hire for.

Answer I would not

Quer. by Shagheford Did you make the boy Allen work in the naked condition you have described him to be in

Answer. Yes I did, under Mr. M^c Mannus' direction, but I favored him all I could.

Question Did not boy Allen make a hand in the crop at M^c Mannus that year

Answer He worked in the crop, he did not make a good hand because he was not able to make a hand with the other hand. He not an average hand

Question Have you seen or known the boy since you quit harping at M^c Mannus

Answer - I saw him once while he was living at the Mill I met him the road - he was driving a waggon - that is the only time I remember to have seen him since I left M^c Mannus. I quit there at the end of 1843

Quest by Almonty. State the treatment that M^c Mannus gave boy Allen when he was afflicted with the wheezing and rheumatism and state if he ever called in a physician

Answer I do not know how he treated the boy Allen but he did not call in a physician to him

Question by Hon. Judge — State the general appearance of boy Allen and especially his face and if the same was not very much distorted, and swollen and the eyes affected by the same —

Answer His face & about his eyes was frequently swollen
1 day & 32 miles Wm Graham

I certify that the foregoing depositions of Geo Robertson & Wm Graham were taken by & before me at the time & place in the Caption mentioned in the presence of the Attornies of the respective parties, that said depositions were read, approved & signed by the deponents in my presence that I am not agent, attorney, or Solicitor for either of the parties & that I am in no wise interested in the event of said Suit. Given under my Hand & Seal the 13th of September 1848

J. Prentiss Seal
Justice of the Peace

Justice fee 2 depositions \$2.00

Geo Robertson 1 day 75¢ 40 miles 1.40 2.35

Wm Graham 1" 5¢ 32 " 1.28 2.03 \$6.38

And this was all the evidence in the Cause and thereupon the Court charged the Jury

Charge

Among other things not excepted to, the Court charged the Jury that if Griffin hired the negro man Allen generally, to be used in any way Griffin might think he was bound to ordinary diligence to take such care as a man of ordinary prudence would take of his own property. If though Griffin hired the negro man Allen specially to do certain work and he should put him to a different service or work it would be a conversion by Griffin and if under such special hiring he Griffin hired negro man Allen to defendants generally

to do a service or work different from that stipulated by the hiring of ^{T. S.} Griffin and defendants did put him to such work, it would be a conversion in both Griffin & the defendants, unless the plff agent had consented to such general hiring. And the Court further charged that if a special Contract was made with Griffin & this was known to Jaine Lunsford & Co & the jury should believe that Lunsford's Contract was made with reference to such special Contract & he adopted it with the assent of Baynham, that then an appropriation of the slave to a different service from that contemplated by the parties would amount to a conversion. The Jury found a verdict for plff, the defendants moved the Court for a new trial which was overruled, all of which the charge of the Court and refusal to grant a new trial is excepted to & this Bill of Exceptions signed & sealed & filed & prayed to be made a part of the Record

M. A. Martin Seal

Appeal Bond

Know all men by these presents that we Wm J Lunsford, Wm Jaine & Montgomery J. Jaine are held and firmly bound unto John Baynham for the benefit of John E. Mabry & Wife Malinda in the sum of One Thousand Dollars for the payment of which we bind ourselves, our heirs, executors and administrators, jointly & severally firmly by these presents, sealed with our seals and dated this 1st day of June 1849 -

The Condition of the above obligation is such that whereas in an action on the case prosecuted in the Circuit Court of Montgomery County by Jno Baynham for J. E. Mabry & Wife Malinda plaintiff against Wm J Lunsford & Wm Jaine Defendants Judgement was rendered against them the said

W. J. Lunsford & Wm Davis for the sum of Five Hundred Dollars from which Judgment the said W. J. Lunsford & Wm Davis hath prayed and obtained an appeal to the next term of the Supreme Court to be held at Nashville - Now if the said Wm J Lunsford & Wm Davis shall ~~proceed~~ with effect prosecute his said Appeal in said Supreme Court or in case he fail therein shall pay satisfy, discharge and perform such order, Judgment or decree as the said Supreme Court may make therein then this obligation to be void. Otherwise to remain in full force & effect. Given under our hands & Seals this 1st day of June 1849

W. J. Davis Seal

Judgment 17th May 1849 \$500.00

Chk. Wm Davis 1.15	2. 21. Subpoena 2. 62	4. 52 1/2
" order by appeal 25. judgment 75	July 12 th Phil cont 25. 1. 37 1/2	
" Motion New trial 25. order overrule 25. Bill exceptions 25		75
" Motion in arrest judgment 25. order overrule 25.		50
" Appeal ground 75. Transcript 1. 62	20 probate & custody 2.50	4.87 1/2
" Exhibits 40800 (words)		4.80
		<u>\$16.82 1/2</u>

Chff J. M. Ruff 2 Annals 2.00	2 B. new list 1.00	3.00
" Mr. M. Thelton 1 Sp. executed 8 annals 37 1/2	July 12 th action 25	54
" J. P. Menden 3 B. executed 75	1 B. new list 12	87 1/2
" B. S. Allen 1 B. executed		25
" J. E. Paine 1 B. B.		25
" B. Stillman 1 Motion		30
Justice P. Prouty 2 separation		2-
G. Robinson return before justice 1 day 40 Cts		2.35
Mr. Graham B.	1 " 32. May	2.03

14 days 6 folio 130²

Alfred Walker	Debit	in hand	8 days	180	15.50	\$19.50
George Robinson	Debit	11 "	4 "	60 "	10.85	
W. Blane	Debit	7 days	6 "	144 "	11.31	
M. R. Griffey	Debit	3 days	2 "	140	4.70	
N. Williams	Debit	7 "	4 "		5.45	
J. P. Halyard	Debit	7 "	6 "		5.55	
D. Kellerman	Debit	8 "	6 "		6.30	
Margaret Johnson	Debit	9 "	6 "		7.05	
Robert Cooper	Debit	14 "	14		3.20	
						<u>\$96.53</u>

State of Tennessee
 Montgomery County I, Charles Bailey Clerk of the
 lowest court for said County
 do hereby certify that the foregoing written paper doth contain
 a true and perfect transcript of the record proceedings had
 in this case John Paykum for John E. Mabry vs
 against W. E. Lumsford & Co. & in the same proceeding
 of said in my appearance of the court of said Court
 given under my hand at Apple in Clarksville
 this 10th day of December 1864
 Charles Bailey Clerk

500
 62.50
 31.25
 5.20
 2.50
 838.95

12

107-90

John Dayman
for John & Henry May

20

Mr. J. Sunsford &

Mr. Bane

gild 24th Dec. 1899

7th Dec 1899

2

offered

at 1000

12 or 14 pages 5-11

62-2

No. 0

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38.95
538.95