

State of Tennessee

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 November 1842  
present. The Honorable M. A. Martin Judge of the 7th Judicial Circuit, a Court of Sessions, was returned in the words of the following return

State of Tennessee

To the Sheriff of Montgomery County Greeting  
You are hereby commanded to Summon John V. Early & Abraham P. Garner to appear before the Judge of our next Circuit Court to be holden for the County of Montgomery at the Court House in the Town of Clarksville on the 1st Monday in November, <sup>next</sup> there and there to answer Nancy S. Coleman of a plea of trespass on the case to her damage two thousand Dollars, Merits find not, and there then and there then sent. Witness Myself Rachel Clerk of our said Court at office in the Town of Clarksville on the 1st Monday in July 1842 and 66th Year of the Independence of the United States

Chas. S. Bailey

I acknowledge my self bound and indebted to John V. Early & Abraham P. Garner in the Sum of One hundred & thirty five Dollars as Nancy S. Coleman Security for the faithful prosecution of the Merits Suit. and in case of failure thereof to pay all costs & damages that may accrue thereon Given under my hand this 19th day of September 1842

J. P. Walthall (Seal)

Spaid on the 19th day of September 1842  
Executed on Abraham P. Garner on the 10th of October 1842

G. A. Davis D. S. 44

Executed on John V. Early on the 19th October 1842

G. A. Davis D. S. 44



And the plaintiff <sup>also</sup> filed, her declaration in the  
Words of your following tenor

State of Tennessee

Montgomery County 3 Nov. Term Circuit Court 1842

Nancy L. Colman by attorney complains

of John V. Casby and Medham B. Garner who have been summoned  
to of a plea of trespass on the case. Her that whereas heretofore to wit on  
the 16<sup>th</sup> day of August 1842 The said defendants proposed to sell to the  
plaintiff two certain negroes To wit, a man named Anthony and a woman  
named Mariah at and for the consideration of a certain promissory note  
The plaintiff had and held upon Johnston thereon paid for the  
sum of six hundred dollars due about the day of 1842 and a  
certain negro woman the property of the plaintiff named Mariah of  
great value to wit of the value of five hundred dollars and the plaintiff  
saith that the defendants then and there represented to be valuable  
and capable of performing all of the ordinary work and service usual  
and necessary to be done upon a farm and also that the negro man  
Anthony was about thirty three years of age and sound in all  
respects and worth seven hundred dollars and exhibited said man  
Anthony to plaintiff and represented him as endowed with many  
good qualities. made him take off his hat and called plaintiff to notice  
that she was not grey headed and prompted said man Anthony to  
come privately to plaintiff and beg her to purchase him and the said  
woman with speeches put into his mouth of how he could do and  
what he could and would do that she plaintiff would be pleased  
and never regret the purchase And defendants assured plaintiff that  
the negro woman was worth four hundred dollars or more, <sup>that</sup> excepting  
a slight indisposition she was then labouring under and that an  
attack of common fever she was cured And the plaintiff says  
trusting to the truth of the said representations by the defendants and  
not suspecting at the time any artifice was employed to deceive her  
judgement and impose upon her credulity and excite her sympathies  
she closed with the propositions of the defendants and executed



a bill of sale for her negro woman named \_\_\_\_\_ to defendants and assigned the note aforesaid for six hundred dollars aforesaid for said negroes of defendants who executed a bill of single sale to the plaintiff therefore bearing date the 11<sup>th</sup> of August 1842 aforesaid and delivered the same to plaintiff. But the plaintiff avers and says that said negro Anthony is much older than thirty five years so old that his bodily strength and activity is much impaired so much so that he is invaluable and worthless in the performances of the ordinary duties of farming to plaintiff. And the plaintiff therefore says that the representations of defendants as well as their warranty in their bill of sale aforesaid to wit that Anthony was thirty five years of age and sound is false. And the plaintiff further avers and says that said man Anthony is and was at the time of the purchase aforesaid gray of hair and that the defendants in order to cheat and defraud the plaintiff blacked the hair by which to conceal this evidence of age and induced the plaintiff to purchase him. And the plaintiff avers and says that said bill of sale warranted said woman to be thirty about thirty years of age but that she is much older and is diseased and was at the time of the sale and manifestly labouring under some incurable distemper and not the common fever which was known to the defendants but who falsely represents her to be sound except as aforesaid. And so by the fraud of the defendants aforesaid the plaintiff was induced said man Anthony and woman \_\_\_\_\_ wholly and by reason of their being wholly worthless to her she has sustained great damage to wit has been damaged to the amount of two thousand dollars therefore she sues

Henry J. Kimble atty

Not guilty  
Boyd & Bailey

Replication & issue  
Henry J. Kimble

March Term 1843 continued  
July Term 1843 continued



And now at the November Term of our said Court 1843  
present the Honorable Mortimer A. Martin Judge of the  
7<sup>th</sup> Judicial Circuit  
Stacey L. Cochran

John W. Early & Nathan P. Garrison <sup>My dear</sup> This day came the  
parties by their att  
orneys and themselves came a jury of good lawful men to wit  
Benjamin Worthing Benjamin Price John M. Blackman  
Albert M. Durrill Thomas Atkins Wm D. Sanford Wm W. Cul  
ham Robert M. Mordie Henry M. Hall Benjamin C. Craig  
Charles T. Macey John C. Bird. Who being duly sworn  
before the Court to speak upon the issues upon which they  
oath as say that they find the issues in favor of the pla  
intiff that they are assessing the plaintiffs damages to the sum  
of One Hundred and Fifty Dollars

It is therefore commanded by the Court that the plaintiff  
recover of the defendants the sum of One Hundred and Fifty Dollars  
the damages so assessed by the jury assessed as also the cost  
in this behalf expended and that execution issue

In the progress of the trial of the above suit, the following pro  
ceedings then had to wit. Nathan A. Smith appeared in  
open Court and acknowledged himself bound & indebted to the <sup>plaintiff</sup>  
in the sum of two hundred fifty Dollars as the plain  
tiffs security for the faithful prosecution of this suit & in  
case of failure to pay all costs & damages that may be ad  
judged against the plaintiff. And on Motion Thomas P. Neal  
that the former security is discharged  
And on a subsequent day of the Term

This day came the parties by their attorneys. and the defendants  
moved the Court to grant them a non trial in this behalf. Which mo  
tion is overruled. And the defendants filed their Bill of Excep



to the opinion of the court which is signed and  
 signed by the court and ordered to be made a part of  
 the record in this case

And the plaintiff by attorney claims fifty dollars of  
 the verdict of the jury in this case.

And the defendants prayed an appeal to the next Sup  
 reme Court to be held at Nashville showing that the  
 bond with Security satisfactory to the Court the sum is  
 allowed

Bill of Exceptions  
 Coleman

3 The plaintiff who called Thomas H. Coleman  
 "Fanner & Early" who sworn that he was living with this man-  
 ther who is a maid or nurse or he goes where

that she is very feeble and that his subject is severely in the decline about  
 Fanner and Early came to his mother's house in Jackson County about 12 hours  
 in the night and had with them the negroes in the place mentioned  
 at breakfast next morning Fanner first proposed to sell these negroes plff  
 since she had no money Fanner then said she had notes on Mr. Thurston that  
 they would do plaintiff then said she had a negro woman Ellen which  
 was run away Fanner then proposed to trade for her as she was a run a  
 way for the note on Mrs. Thurston. On cross examination he said  
 he did not recollect whether this mother or Fanner first spoke of the  
 note on Mrs. Thurston. Ellen had been running two or three days and  
 had been whipped pretty soon. She got Ellen was worth \$350.00  
 dollars, the plaintiff son Henry Coleman who usually transacted these  
 business & did the trading between Fanner in Tennessee County. The  
 defendants urged this very much to make the trade & talked Jackson  
 to her she was greatly surprised & secretly shown what she was con  
 sidered. She did not show Early, but that Mr. Fanner was an  
 old neighbor when she lived in Montgomery County & she had confid  
 ence in him but wished to find for her son in law a Mrs.  
 Williams who lived 1/2 mile from her house. When the boy was  
 sent to catch the Fanner to go for Williams defendants



Said it was not necessary that they could not count for  
him that they must go to the Whitechapel where they wanted to see  
a man or when they expected to meet him way. She boy very  
or and back. The ~~affair~~ continued to talk to her about the  
trade till nearly dinner time when the trade was made the  
pliff giving her girl Ellen & 500 in notes on Mr. Thurston  
for the negroes Mariak & Anthony - When the pliff would  
go into the kitchen before the trade was made where the ne-  
groes Mariak was, either Farrier or Easley would find it con-  
venient to be out in the yard between the house & kitchen  
& sometimes at the kitchen door - and when the trade was  
progressing the negro man Anthony came into the house  
from the stable where the debts had been after breakfast &  
urged the plaintiff to buy him & his wife, that he had just  
found out the place where he wanted to be, and that he wanted  
for the balance of his life to serve his old Mistress & that he  
liked the farm & every thing about it. When asked about the  
health of Mariak, Defts said she had had the Chills, & that  
he had just bought her, ~~that~~ that she had gotten a little wet in  
going to Hickson County & had taken cold, which caused her  
to cough. The woman Mariak, he said was diseased & that  
she was of no manner of account, that she had done no  
service for his Mother since the trade in August 1842 &  
that he would not give one cent for her, that she is constantly  
laid up & coughs continually & that her general appearance  
is feeble and emaciated. He said she was from appearance  
40 years old - He further said the negro man was from 45 to  
50 years old - that he is very gray - that he did not observe his  
head was gray when the trade took place, that he had his  
hat on but that he discovered it was smartly sprinkled with  
gray in a few days thereafter, & that he did not know whether  
it had been blacked or not, but that it turned gray  
very fast - He further proved he & his Mother's family knew  
where the girl Ellen was, that she was lurking about Mr. Hud-  
son's farm where his Mother bought her about 1842 & off  
that he had been in that neighborhood and heard her



4  
-saw from whom his Mother bought her, about 12 miles off  
that he had been in that neighborhood & learned she was there,  
after the sale of the negroes, Farrier & Pasby did not go towards  
White Oak, but the contrary way - He proved the Bill of Sale  
here marked A, which was in the handwriting of his Mother  
in the Court.

Exhibit A.

Now all men by these presents we the under  
signed have this day bargained & sold to Nancy L. Coleman  
living in Hickson County in the state of Tennessee two negroes  
a man named Antney for the consideration of eight hun-  
dred dollars to them in hand paid the said negro Antney  
is a bout thirty five years of age the said negro man mar-  
ried to be sound and free from all other claims and a  
slave for life - also a woman named Meryer aged a bout  
thirty years of age for the sum of three hundred & fifty  
dollars to them in hand paid the said under signed do not  
marrit to be in good health at this time but free from  
all claims what ever and a slave for life this August the  
15<sup>th</sup> 1842 given under our hand & seal

George R. Coleman

John B. Pasby Seal  
N. B. Farrier Seal

Henry Coleman was next introduced, who proved his Mother  
is old and infirm and that her mind was very much im-  
paired, that he usually did her trading for her - He also proved  
Farrier knew she had the notes on Mrs Thurston for \$500 & that  
he had at one time before offered to sell witness a negro for these  
notes on Mrs Thurston & that the family his Mother & her chil-  
dren had no fears about getting Ellen - they knew she was in  
the neighborhood of Mr Hudsons for that she had been heard of  
there when his Brother went in pursuit of her - The negro Mariah  
worth nothing, all the time confined with a very bad cough &  
is poor and emaciated in her appearance & that she has per-  
formed no service for her Mother, would say she is 40 years



old, & that the negro man is near 50 years old, head quite gray, worth about 250 dollars or \$400. He stated his Mother was bound to please in negroes. That on one occasion a negro trader came on by her house and his Mother had a great desire to buy one of his negroes, that she did not disagree as to the price but he feared the title & he recommended her to buy of Hudson the negro Ellen, this was a short time before the trade with Farrier & Casley. He further states that his Mother was very much dissatisfied with the negro Ellen & that she could not be satisfied with any negro.

Thomas Maltby proved as the agent of plaintiff he called on Farrier Hardy before the suit was brought & proposed to them to receive the cash back with Mrs Coleman. They refused to do it when he told them they had aspranted the old lady Farrier said they could afford to give her something but he supposed that she would not be satisfied with any small sum. She said she would not. If they did not receive the contract she would sue them. He proved he had a conversation with Farrier alone. Who said he knew the negro man to be 50 years old that he was warranted to be that old in the bill of sale proved Farrier to be a regular negro trader. That Farrier after dealing in negroes buying & selling that they are both men of an common shrewdness (as then the affidavits recite) that the plaintiff is old and infirm in body & mind (to which affidavits recite) that the court overruled the exceptions. Proved the negro woman Manah to be worth nothing. She has been at his house & she is not able to do any thing, aged about 110. The negro man about 50 years old, worth 250 dollars or 400. He proved that Farrier told him he sold the girl on his terms without to Mr Aspinor for \$500 in cash. Said if the man only 35 years old would be worth 100 or 150 dollars more than the man at the time of the sale.

Thomas Williams proved shortly after the trade he met Farrier in the road in Rockland County & asked him why he & Farrier had cheated Mrs Coleman so badly. That Farrier laughed but said nothing. Maltby then asked why they did not let Mrs Coleman



5-  
said now for her son in law before the trade was made  
He said they had no objection to her sending for them, but  
when the negro boy got ready to go they got in a great hurry  
to go to White oak, said it was 36 miles from here to Mrs  
Columan's about 30 to Woodrider's in White oak about 8 or  
10 to Woodrider's in White oak from Mrs Columan. Old negro  
man worth about 350 or 400 dollars. Manah not worth  
but always sick &c

Dr W. M. Cooper proved he was called on to attend the negro  
Manah in June & July 1842, while she belonged to Mr Arnold  
of the Town of Clarksville. She was quite ill. Had been em-  
piric in jail in Paducah. Had chills, quick pulse, bad cough  
& great tumour about the region of the breast. Thought she  
if she had not the emphysema at this time, her curand was  
travelling during that day. That he told Arnold she might  
never receive good treatment, but the chances were greatly against  
her. That she improved under his treatment, but he regarded  
her cur as incurable. Had a bad cough & threw off from her  
lungs a good deal of blood matter. He also proved that she  
was worth not less than when he saw her. He said he advised  
Arnold to sell her

Dr Moody proved he had seen the negro often in the possession  
of Mrs Columan. That she had a bad cough & from her appe-  
arance & symptoms had the bronchitis which he believed would  
kill her. She was from appearance 40 years old & worth nothing  
The negro man about 50 years old and worth 350 or 400 dol-  
lars. He said from the symptoms he could not tell whether the  
disease was Bronchitis or common cold. That he was a young Dr  
and had never been called to see a common cold. Notes on Mr  
Thurston one for 150 dollars, one at date of the other for  
the balance due Christmas thereafter

Dr P. Arnold proved he sold the negroes Maniah & Autho-  
my to Garrison & Easley on 18th August 1842, got \$400 for them  
Refused to warrant the woman to be sound, warranted the man



told defendants that the negro woman had been sick with chills & fever that she had a cough and that Mr Cooper had been attending to her & said she would get well if carefully attended to, but if she was exposed she would die - sold her on 15<sup>th</sup> August 1842 & her husband Anthony - on same day said she had been in jail in Paducah where she had been badly treated - said he sold them because he was determined to get clear of them that they had run off and had gotten into the State of Ky  
This was all the testimony in the Cause

The Court charged the jury that the Law required of Parties contracting both fairness & honesty - that if the Seller knew of any defects in the goods, he was bound in common honesty to disclose them to the purchaser and if he failed to do so it would be a fraud - Likewise it was a fraud to represent property about being sold as possessing valuable qualities which it does not possess and which was known to the Seller to be untrue - that if the Jury found for the Plff the criterion of damages was the difference between the price given and the value of the property in the condition in which it was at the time of the Sale - That in coming to the conclusion whether a fraud had been committed by Defts on Plff they had a right to look to the mental condition of the Parties as well as all the other evidence in the Cause - The jury found a verdict for Plff, the Defts moved for a new trial and the Court overruled the motion - So all of which the Court set for Defts except and pray that this Bill of exceptions may be signed sealed and made part of the Record which is done

At. A. Martin Clerk

At. A. Martin Clerk

Sheweth all men by these presents that Mr John C. Early, Adm<sup>r</sup> of  
Jesse Mr J. Jarner of the County of Clinton and State  
of Tennessee on 20<sup>th</sup> of July 1842 under Henry Coleman in the  
Sum of Two hundred Twenty Dollars current Money of said  
State to be paid unto the said Henry Coleman for two Decennial  
Annuitants He jointly and severally and jointly by these presents



Dated South our Seal and date the 2nd day of December  
 1843. The execution of the above obligation is such that  
 whereas in an action on the case prosecuted in the Circuit Court  
 for the County of Montgomery by Henry Coleman plaintiff ag-  
 ainst William Garner & John W. Early defendants judgment being  
 this day rendered by said Court against the said Early &  
 Garner for the sum of Twelve & Six Cents from which judgment  
 the said Early & Garner have prayed an appeal to the Supreme  
 Court at Nashville Now if the said W. D. Garner or John  
 W. Early shall prosecute said appeal with effect, or in case  
 of failure therein shall perform the sentence judgment or decree  
 that said Court may make therein then this obligation to  
 be void, or else of full force & effect. W. D. Garner. And  
 Signed Sealed & Delivered in my presence  
 John W. Early W. D. Garner

|      |                                                             |             |
|------|-------------------------------------------------------------|-------------|
| Sept | Nov 1843                                                    |             |
|      | Self release                                                |             |
|      | Click rent \$10 and 1.15. 2 Cornbushes 75. just for cart 35 | 2.15        |
| "    | or car to get an ac. judgment for cart 25 12 Sulphur 1.30   | 1.75        |
| "    | affidavit for car for a portion 25. 1 Cornbush 25           | 50          |
| "    | judgment 75 pay 12th Bill of cart 25. or car execution 25   | 1.37 1/2    |
| "    | motion from trial 25. involving motion 25                   | 50          |
| "    | paying bill execution 25 appeal bond 75                     | 1.00        |
| "    | 12 prob. & Sulphur 1.30. Manuscript Bond 1.62 1/2           | 3.12 1/2    |
| "    | or car striking Security to prosecute or as above 25        | 25          |
| "    | Inchills 240 (mud)                                          | 2.40        |
|      |                                                             | 13.55       |
|      | Thrift G. A. Davis 2 Sulphur 25                             | 2.25        |
| "    | G. B. McCarty & Sulphur, executed                           | 1.25        |
| "    | Long 12th action 11                                         | 1 1/2       |
| "    | Henry Coleman 2 Sulphur, executed                           | 50          |
|      |                                                             | 4.16 1/2    |
|      | M. A. Murray Clerk 26 days 6 Jolly 180 Mils                 | 33.70       |
|      | John B. Anderson Dr 11 " 11 " 128 "                         | 10-         |
|      | M. R. Amale Dr 6 "                                          |             |
|      |                                                             | 4.50        |
|      | Carried over                                                | \$65.91 1/2 |



|                                                    |  |              |
|----------------------------------------------------|--|--------------|
| Amount Court Port over                             |  | \$15.91 1/2  |
| Thomas M. Williams, Usher 18 days 4 Fols & 90 mls. |  | 21.97 1/2    |
| Charles M. Cooper " 7 days a J.S.                  |  | 8.75         |
| Henry Coleman " 16 " 6 Fols 270 mls.               |  | 27.30        |
| George Coleman " 24 " 6 " 270 "                    |  | 35.30        |
| Thomas S. Matthead " 25 " 6 " 275                  |  | 19.12 1/2    |
| State Tax                                          |  | 2.25         |
|                                                    |  | <hr/>        |
|                                                    |  | \$117.11 1/2 |

John

State of Tennessee

Madison County

I Charles Bailey Clerk of the Court  
 do hereby certify that the foregoing is a true correct transcript  
 of the record proceedings had in the case of *Henry L  
 Coleman against A.D. Farnier John V. Early et al*  
 as the same appears of record in my office.

In Usher whereof I have hereunto set  
 my hand & affixed my Seal of office  
 in Clarksville the 6th day of  
 November 18th 1868  
 of the Independence of the United  
 States

Charles Bailey



860.00  
9.50  
\$869.50

18

Nancy L. Coleman

or 3

William P. Farmer

John V. Easley

Filed 9<sup>th</sup> Jan'y 1844

aff'd

J<sup>th</sup> Lincoln 50

Recorded in Book

No 2. - 689 90

No. 0

8560  
1107.50  
9.00