

The original probate files of Hendricks County, some from as early as 1823, are very fragile and are in storage. You are encouraged to use these digital images instead of seeking the originals as they are as complete, and more readable in many cases, than the originals.

SAMUEL A. DUNCAN

ESTATE

1838

HENDRICKS COUNTY, INDIANA



Bill of particulars

J. A. [unclear]  
Account \$ 23.94

Total in open  
Court May 15<sup>th</sup> 1867  
J. W. Parker  
Clerk



December 31<sup>st</sup> 1844. Samuel A. Duncan  
To William Duncan Or  
To Loring and Co. and paid at 6 percent \$125.00  
To Interest on \$1000 from 15<sup>th</sup> of December 1843  
until the 31<sup>st</sup> of December 1843 at 6 percent \$24.00  
To Interest on \$636 from the 31<sup>st</sup> of  
December 1843 until the 27<sup>th</sup> of October 1845 \$67.76  
\$339.76  
For By means Saddle &c 16.00  
\$323.76



William A. Duncan

vs

Knight & Duncan  
exrs. &c -

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General issue

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Filed in open Court  
August 17<sup>th</sup> 1867  
J. D. Parker  
Clerk



William ~~A.~~ Duncan

vs

Kneigh & Duncan Executors  
of the estate of Saml. A. Duncan decd.

{ Assumpsit

And the said depts come  
and defend the wrong & injury whereto. And say actio  
now, because they say that the said Samuel A. Duncan  
did not in his lifetime undertake and promise  
in manner and form as the said plaintiff hath  
above thereof complained against them, And of  
this they put themselves upon the Country.

Marion Gregg  
Defts. Attys.



William Duncan  
vs  
Knight & Duncan  
~~Attorneys~~ Exrs. &c -

Bill of exceptions.



William Duncan

<sup>vs</sup>  
George Kreigh and  
Ernestus W. Duncan Executors  
of the estate of Samuel A. Duncan dec'd.

Assumpsit

Be it remembered that at  
the August Term of the Probate Court of Hendricks  
County, in the year 1847, on Wednesday the same being  
the third judicial day of said Term of said Court, ~~this~~  
the above entitled Cause came on for trial, and by  
agreement of the parties this cause was submitted to the  
Court for trial without the intervention of a jury.  
And thereupon the plaintiff introduced as a witness  
one Isaac Wilcox, who being sworn, testified: that  
some time in the year 1836 or 1837 William Duncan  
the plaintiff sold to Samuel A. Duncan his son the  
testator, 160 acres of land in one tract, and two other  
small tracts of land of about 14 acres ~~each~~, for  
\$1500. upon time; and gave two notes, one for  
\$500. due the 25<sup>th</sup> day of December 1838, and one note  
for \$1000. due the 25<sup>th</sup> day of December 1839, that  
soon afterwards said William Duncan removed to the  
State of Missouri and did not return until the last  
note fell due, at which time said Samuel A. Duncan  
paid said William Duncan a saddle at \$16. and lifted  
the \$500. note with money goods & a certain judgment, &  
no interest was paid except that paid with the saddle.  
That in the fall of the year 1843 said Samuel paid his father  
said William all of the principal of said \$1000. note  
except \$636. And in October 1845 he paid the sum  
of \$136. more on said note, took up the note and  
gave a new note for \$500. That said William  
and Samuel were at the house of witness when they  
had a conversation about interest, William claimed




interest and Samuel refused to pay any. Samuel frequently told witness before and after giving the last note that he had never paid any, except the saddle previous to giving the last \$500. note, that Samuel always refused to pay any interest and gave as a reason, that the old man would run through <sup>with it</sup> and the old man said he would show him whether he paid it. And Samuel said if he ever paid any, he would pay it to William's heirs, but never said he would pay. Witness was present when last note <sup>was</sup> given and nothing was said about interest at that time; that after execution of last note Samuel told witness he never had paid any interest except the saddle. That in the <sup>Conversations</sup> ~~Conversations~~ referred to at witness house, it was discovered that the last note was made payable one year sooner than was understood and intended by the parties, and William said in a jocular manner to Samuel, "You never paid me any interest and I will hold on to the note." Samuel replied, he never would pay any, because the old man would run through with it. Old man then said he would show him whether he paid it; that, afterwards the note was corrected and made payable a year later, witness was present and nothing was said about interest. <sup>Samuel said after correction of note that he had never paid any interest</sup> ~~that said Samuel departed this life in February 1846~~ <sup>Samuel said</sup> which was all the testimony introduced on the trial of said cause. And thereupon the Court found for the plaintiff, ~~and rendered~~ And the defendant by their Counsel moved the Court to set aside said finding and grant them a new trial, which Motion the Court overruled and rendered final judgment against said defendant, upon the finding aforesaid. to which opinion of the Court in overruling said motion for a new trial and in

\*And that if he ever paid any, he would pay it to him but did not say he would pay any.



rendering final judgment on the finding aforesaid  
the said defendants by Counsel except, and  
pray that this their bill of exceptions may be  
signed and sealed ~~and~~ by the Court, and made  
a part of the Record in this cause which is  
done accordingly.

A. B. L. and 



William Duncan  
vs  
George Knight &  
Ernest Duncan  
Execs of the Estate of  
Samuel A. Duncan

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Assumpsit, &  
Damage \$500.00

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Filed in open Court  
May 10<sup>th</sup> 1867

J. D. Parker  
Clerk

None Atty for Deft



State of Indiana } O. C. in the Hendricks Probate Court, by  
Hendricks County } Term thereof A. D. 1867.

William

Sumner plaintiff in this suit by and his attorney  
compleans of George Knight and brother Sumner  
Executors of the last will and Testament of Samuel  
A. Sumner deceased of a plea of trespass  
the case in, as follows,

For that whereas the said Samuel  
A. Sumner now deceased on the: day of February  
1846. at the County and State aforesaid was indebted  
to the said plaintiff in the sum of three hundred  
& fifty dollars, for so much money before that time and  
then due and payable from the said deceased Samuel  
A. Sumner to the said plaintiff for interest upon and  
for the forbearance of divers large sums of money,  
before then lent and advanced by the said plaintiff  
to the said Samuel, A. Sumner, and at his special  
instance and request, and by him the said  
plaintiff forbore to the said Samuel, A. Sumner  
for divers long spaces of time, before then elapsed  
at the like special instance and request of the  
said Samuel, A. Sumner, and also for other  
money, before that time and then due and  
payable from the said Samuel, A. Sumner  
to the said plaintiff, and by the said plaintiff  
forborne to the said Samuel, A. Sumner, for divers  
long spaces of time, before then elapsed at the  
like special instance and request of the said  
Samuel, A. Sumner in his lifetime, and  
being so indebted, he the said Samuel, A. Sumner  
in his lifetime, in consideration thereof, after  
words to wit on the day and year aforesaid  
(and previous to his death) at the County and  
State aforesaid undertook, and then and there  
faithfully promised the said plaintiff to pay him  
the above named sum of money when he  
the said Samuel, A. Sumner should be  
thereunto afterwards requested, but the said  
Samuel, A. Sumner, although often requested  
to pay the same, did not pay the same in his lifetime, nor



have the said defendant Evers, although after repeated  
~~sums~~ paid the said sum of money above  
demanded or any part thereof, to the damage  
of the said plaintiff, of five hundred dollars  
and therefore he sues

C, C, have atty for Deff



Joan. Wilson.

Do  
George. Greigh &  
Brother; Euncon  
baunter of the estate of  
Samuel, A. Euncon  
deceased.

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Appraiser.

valuages \$500.00<sup>00</sup>

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Filed in open Court  
May 11<sup>th</sup> 1847

J. D. Parker  
clerk

Now Atty Gen Duff



State of Indiana } B. S. In the Hendricks Probate Court  
Hendricks County } May term thereof A.D. 1867.

Isaac Wilson

plaintiff in this suit by & by his attorney complains  
of ~~being~~ <sup>being</sup> ~~fraudulently~~ <sup>unconscientious</sup> ~~deceit~~ <sup>of</sup> the last will  
and testament of ~~Samuel~~ <sup>Samuel</sup> ~~that~~ <sup>that</sup> ~~he~~ <sup>he</sup> ~~was~~ <sup>was</sup> ~~not~~ <sup>not</sup> ~~of~~ <sup>of</sup> ~~the~~ <sup>the</sup> ~~county~~ <sup>county</sup> ~~deceased~~ <sup>deceased</sup> ~~of~~ <sup>of</sup> ~~a~~ <sup>a</sup> ~~plea~~ <sup>plea</sup> ~~of~~ <sup>of</sup> ~~fraud~~ <sup>fraud</sup> ~~on~~ <sup>on</sup> ~~the~~ <sup>the</sup> ~~case~~ <sup>case</sup> ~~in~~ <sup>in</sup> ~~as~~ <sup>as</sup> ~~an~~ <sup>an</sup> ~~in~~ <sup>in</sup> ~~fact~~ <sup>fact</sup> ~~it~~ <sup>it</sup>

For that whereas the said Samuel  
A. Duncan in his lifetime to wit on the ... day of  
... 1846 was indebted to the said plaintiff  
in the sum of sixty-five dollars for money  
then and there paid by the said plaintiff for the  
use of the said Samuel A. Duncan on a judgment  
in favor of Gilmore County against the said A. Duncan  
and the said Duncan at the request of the said  
Duncan,

And in sixty-five dollars for money  
then and there paid by the said plaintiff for the use  
of the said Samuel A. Duncan and at his request  
And in the sum of sixty-five dollars for  
money then and there received by the said  
Samuel A. Duncan in his lifetime for the  
use of the said plaintiff.

And in the sum  
of sixty five dollars for money found to  
be due from the said Smeace to the said  
plaintiff on an account then and there  
stated between them,

And also in the further sum  
of two dollars for the price and value of work &  
labor then and there done by the said plaintiff  
for the said Samuel. <sup>Surgeon</sup> ~~Healed~~ at his request,  
And also in the further sum of fifty dollars  
for so much money before that time, and then due and



payable from the said Sumner to the said plaintiff  
for interest for the forbearance of divers large  
sums of money before then due and owing  
from the said Sumner to the said plaintiff and  
by the said plaintiff forbore to the said Sumner  
for divers long spaces of time, before then elapsed  
at the special instances and request of the said  
Sumner. And whereas the said Sumner afterwards  
and in his lifetime in consideration of the  
premises then and there promised to pay the  
aforesaid several sums of money to the  
said plaintiff, on request, yet the said Sumner  
although often requested did not pay to the said plaintiff  
the aforesaid several sums of money or any  
or either of them, nor has the said Executors  
(deft<sup>s</sup>) paid the same or any part thereof to the  
said plaintiff <sup>since the death of the said Sumner</sup> to the damage of the said plaintiff  
of five hundred dollars & therefore he sues  
for

C. C. Stone Atty for Deft<sup>s</sup>



George Knight &  
Erastus Duncan  
Executors &c.

Ats & Plea  
Isaac Wilcox

Gen. issue -

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Filed in open Court  
May 10<sup>th</sup> 1867  
J. D. Parker Clerk



George Knight & Erastus  
Duncan Executors of the  
estate of Saml. A. Duncan dec'd.

At  
Isaac Wilcox

} Assumpsit.

And the said defts come  
and defend the wrong & injury when &c. And say  
actio. non because they say, that the said Samuel  
A. Duncan, deceased, did not in his lifetime  
undertake & promise in manner and form as  
the said plaintiff hath above thereof declared  
against said defendants. And of this the said  
Defendants puts themselves upon the Country &c.

Harvey Gregg

Atty for Defts.



SAMUEL A. DUNCAN

ESTATE

1838

HENDRICKS COUNTY, INDIANA