

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.

JOHN PLASTER

ESTATE

1841

HENDRICKS COUNTY, INDIANA

State of Indiana } The State of Indiana to the
Hendricks County } Coroner of Hendricks County Greeting
You are hereby Commanded that
you Summon Lewis Martin, Edmund Clark
and James L. Givan if they may be found in your
County, to personally be and appear before the Honorable
the Judge of the Hendricks Probate Court on the
first day of the next term thereof to be holden at
the Court House in Danville on the second
Monday in August next, to answer William Plaster
Administrator of the estate of John Plaster in a plea
of Debt for One Thousand Dollars. Damages
One Thousand Dollars as is said And have
you there this writ

Witness James M. Gregg Clerk of our said
Court and its seal this 29th day of June
1841

J. M. Gregg Clerk

State of Indiana } ss, In the Hendricks Probate Court August Term
Hendricks County } thereof 1844.

The State of Indiana on the relation
of and for the use and benefit of William Ploster Administrator
~~of and for the use and benefit of~~ of all and singular the goods & chattels, rights
and credits, moneys and effects of ^{the estate of} John Ploster
late of said County deceased Plaintiff in this suit by
Shave her attorney) Complainers of Lewis Mastin,
Edmund Clark and James L. Ligon defendants in this
suit of a plea of debt that they render unto the said
State of Indiana for the use and benefit of the aforesaid
William Ploster Administrator ~~of and for the use and benefit of~~
the sum of one thousand dollars lawful ^{money} which to
her they owe and from her unjustly detain &c
For that whereas the said defendants on the 30th day of January A.D. 1838
at the County and State aforesaid made their certain writing
obligatory of that date sealed with seals (and now to the Court here
shown) and then and there delivered the same to the said State
of Indiana for the use of the said William Ploster Administrator
~~of and for the use and benefit of~~ (and thereby bound themselves
to pay to the said State of Indiana (who sues as aforesaid) the sum
of one thousand dollars, when they should be thereunto
afterwards requested; But the said defendants nor either of them
although thereunto requested have not paid the said sum of money
nor any part thereof, &c

And for that whereas the said defendants on the day and year
first aforesaid at the County and State aforesaid made their
certain other writing obligatory of that date sealed with their
seals (and now to the Court here shown) in substance as follows
(to wit) Know all men by these presents, that we Lewis Mastin,
Edmund Clark ~~Edward Strang~~, Edmund Clark & James
L. Ligon of the County of Hendricks and State of Indiana, are
held, and firmly bound unto the State of Indiana, in the penal
sum of one thousand dollars, Lawful money of the United States
to the payment of which, well and truly to be made, we bind ourselves
our heirs, Executors and Administrators, firmly by these presents
Sealed with our seals and dated this 30th day of January 1838.
The conditions of this obligation is this, That whereas the above named
Lewis Mastin &c this day obtained Letters of Administration to

administer upon all and singular the goods, Chattels, Rights, Credits,
Monies and effects of John Plaster late of said County, deceased
now if the said Lewis Moster, shall and will, truly and
faithfully perform the duties and trusts Committed to him
as Administrator of the Estate aforesaid and will truly and
promptly deliver and pay over to his Successor to be appointed
by the Probate Court, if any ~~man~~ should ever be appointed
of such estate, Goods, Chattels and Effects, and assign to the said
Successor, of such Effects; and of the rights and credits
which of rights may belong to such Successor, upon reasonable
demands then this obligation to be void, else to remain in full
force and virtue, Lewis Moster ~~Edmund Clark~~
James L. Moore ~~and~~ and the said Plaintiff, avers that at
the May Term of the Hendricks ~~County~~ Probate Court 1841 the said
Lewis Moster was duly removed by said Court from the further
administration of said Estate aforesaid according to law
and that the said William Plaster ^{for whose use this suit is brought} was duly appointed by
said Probate Court at the term aforesaid Administrator
~~and Successor~~ of the estate of the said John Plaster deceased
aforesaid and was then and there duly qualified and
sworn into office as such Administrator and did
then and there take upon himself the Administration of
said estate yet to be administered according to law,

And for a breach of the said condition of the said writing obligatory the
said State of Indiana who sues for the use of the said William Plaster
Administrator as aforesaid, according to the form of the Statute in
such case made and provided avers that the said Lewis
Moster did not truly and faithfully perform the duties and trusts
Committed to him as such of the estate aforesaid but therein
wholly failed in this that he as such Administrator as
aforesaid by virtue of his appointment as such Administrator
did collect and receive the sum of four hundred
and four dollars thirty seven cents monies belonging
to the said estate of John Plaster deceased and sum off
to parts unknown, and thereby then & there ~~there~~ did not
truly and promptly deliver and pay over to his successor
William Plaster the administrator appointed as aforesaid
by said Probate Court to administer said estate as
aforesaid the aforesaid sum of money by him received as

after
for
the
all
will
of
as of
it has
Will
to de
acco
paid
on a
do
The
On
And
the L
Hou

afforward now ~~the~~ the said Lewis Martin deliver over to
for whose use this suit is brought
The said William Ooster Administrator as afforward
all the ^{of the} rights & credits which ~~right~~ did belong to the said
William Ooster as his successor to wit the sum
afforward, but after having received the said monies
as afforward did run off to port unknown therefore
it has been completely out of the power of the said
William Ooster for whose use this suit is brought
to demand the same from the said Lewis Martin
according to law, Yet the said defendants have not
paid the afforward sum of money above demanded
on any port thereof although often requested so to
do to the damage of the said Plaintiff who sues for
the use of the said William Ooster as afforward
one thousand dollars And therefore she sues &c
And the said William Ooster ^{for whose use this suit is brought} now brings here into court
the Letters of Administration to him granted by this
Honorable court, &c

By L. Love attorney for Plff

August Term 1841

The State of Indiana on the petition
of and for the use and benefit of
William Plaster Administrator
of the estate of John Plaster
deceased

vs } declaration
Lewis Martin Edmund Clerk &
James L. Bird

sett. \$1000.00
damages \$1000.00

The Clerk of the Probate Court
will please issue a summons
in the above entitled cause
directed to the Coroner of
said County & make the proper
return thereto according to law

And you will endorse
thereon that this is an action
of debt founded upon an
official bond for the payment
of \$1000.00, executed to the
State of Indiana and that
this suit is brought for the
use of William Plaster
Administrator of the estate of
John Plaster deceased,
damages \$1000.00

June 29th 1841

C. C. Love atty for Deft.

Filed in my office June
29th 1841

J. M. Greys clk

Sp 29th June

Lucius Martin Under the Probate Court
Edmund Clark & August term 1841
Lucius L. Garrison

at
the State on the rela-
tion of William Plaster

And the said Defendant Clark & Garrison by
Brenton and Mann their Attorneys come
and defend the wrong and injury wherein
and as to the several Count in the said Deter-
mination say that the matters and things as they
are therein stated and set forth are insufficient
in law for the said Plaintiff to have and
maintain her aforesaid action thereof agst
them and that they are ready to verify
whenever they may be required to do so.

And for Causes of Defense assign the following
1st ~~it does not appear in said Book that said~~
~~relation has sustained any injury whatever~~
~~a said Book is to be read and not sufficiently~~
~~specific in this that it attempts or pretends to~~
~~say that said Martin has collected \$1104 37 1/2 of money~~
~~belonging to said Estate but does not show of whom~~
~~collected the nature of the claims or demands on which the~~
~~same was predicated nor does said Book say where~~
~~alleged that there is any particular item or~~
~~misapplication by said Martin as item stated~~
3 ~~said Book does however allege that said Martin~~
~~received or misapplied any of the said money~~
~~as assets belonging to said Estate~~
4 ~~it does not show what amount of assets came~~
~~to the said Martin's hands to be administered~~
~~and for that the said Book is in other respects~~
~~inferred insufficient and uncertain~~ bel. sh. & here
By Brenton & Mann
for the Defendant

State on the return
of Master
is
Master Colock
& him
2nd Dunning

Filed in open Court Aug.
12th 1841

J. M. Gregg clk

And the said Plaintiff says that the said
second count of his said declaration and the
matters and things therein contained are sufficient
in law for her to have and maintain her said
action therefor for the use of Mrs. Colock against
the said Colock & him and they she prays
to verify wherefore she prays judgment
for her
L. C. Grace atto
for Def^t

The State of Indiana
on the relation of and for the use
of William Foster } debt &c
vs }

Lewis Mostin & Edmund Clark & James F. Givan

And the said Deff
says that the said second plea of said defts Clark
& Givan to the said second count of her bill
declaration, and the matters & things therein
alleged are not sufficient in law to bar
or preclude her from having and maintaining
her action thereon against said Givan
& Clark upon said second count and
this she is ready to verify wherefore
she prays Judgment &c

C. C. Nave Atty for Deff

The State of
Indiana on
the relation
of our plaster
v. Edmunds
Blohm et al

39 53
39 53
49 06

filed in open Court
August 12th 1811.
J. M. Gregg etc

State of Indiana } Hendricks Probate Court
Hendricks County } August Term 1841
Clark & Green
vs

Debt
The State of Indiana on the relation of
William Plaster

And the said defendants as to
the replication ~~by him~~ of the said plaintiff
~~above~~ to the first plea of the said
defendants with that the said plaintiff
ought not by reason of any thing in that
replication alleged to have or maintain
her actions aforesaid against them the
said defendants, because they say that
the said Lewis Martin after the making
of the said writing obligatory, and after
he had received the monies in the
said replication mentioned, and be-
fore the commencement of this suit
to wit on the ninth day of February 1841, at
the County and State aforesaid well
and truly accounted for and paid
over the same sums of money received
by the said Lewis Martin as aforesaid
And of this they puts himself upon the
Country

Harvin B. Brent
for debt

Clark & Given
att
The State of Indiana
vs

Rejoinder

Filed in open Court
August 13th 1861
V. M. Gregg Clerk

State of Indiana
Hendricks County
James Martin
Edmund Clark &
James L. Gunn
etc

Hendricks Probate Court
August term 1841

State on the relation
of William Plaster

And the said ^{Clark & Gunn} Defendants ^{to of the clay} by Messrs and Brenton
their attorney come and defend the wrong and
injury which as And says that the first
Court in the said Declaration and the matters
and things therein contained in manner
and form as they are therein alleged are
insufficient in law for the Plaintiff to have
and maintain his said Action against the
said Defendants and this they are ready to
verify wherefore they pray Judgment &
Clark & Gunn by

Messrs & Brenton
Attys

And the said Plaintiff comes and says that the
said first Court of her said declaration and
the matters and things therein contained are
sufficient in law for her to have and
maintain her aforesaid action thereof against
said defendants Clark & Gunn for the use
of Wm Plaster And this she is ready to verify
wherefore she prays Judgment for writ
of a sufficient answer to said first Court
And she prays Attys for Plff

State on the rotation
of ^{his} ~~Wm~~ ^{Master} ~~Master~~

^{his} ~~Master~~
Edmund Welch &
Lewis L. Green

1 Dunes first court
of Dutton

filed in open court August
13th 1841

L. M. Gregg clerk

State of Indiana — Henricks ~~Powhatan~~
Henricks County — Court August Term 1841
Clark & Sivan

ats

The State of Indiana on the relation of
William Plaster —

And the said defendants

(Clark & Sivan) Come and defende and
Crave oyer of the said writing obligatory
in the first count of the said declaration mentioned
which is read to them ~~se~~ in these words

Know all men by these presents that we Lewis
Martin Edward Strange Edmund Clark, and
James S Sivan of the county of Henricks and
State of Indiana are held and firmly bound
unto the State of Indiana, in the penal sum
of one Thousand Dollars lawful money of the Uni-
ted States, to the payment of which well and tru-
ly to be made we bind ourselves our heirs
Executors and Administrators firmly by these
presents, Sealed with our seals and dated
this 30th January 1838, And they say that
the said writing obligatory was and is sub-
ject to the following Condition, The condi-
tion of this obligation is this, that whereas
the above named Lewis Martin has this day
obtained letters of Administration to administer
~~the~~ upon all and singular the goods
Chattels Rights Credits Monies and effects
of John Plaster late of said County deceased
Now if the said Lewis Martin shall and will
truly and faithfully perform the duties and
Trusts Committed to him as administrator
of the estate aforesaid and will truly and
promptly deliver and pay over to his successor

to be appointed by the Probate Court, if any
should ever be appointed of the such estate
goods Chattels and Assets. and assign to
said successor of such assets. and of the rights
and credits which of right may belong to
such successor, upon reasonable demand
then this obligation to be void, else to re-
main in full force and virtue, Lewis Mas-
tin ~~seal~~ ~~seal~~ Edmund Clark ~~seal~~ James
Gowan ~~seal~~ And the said defendants say
action now Because they say that the said defen-
dants and the said Lewis Martin did from
time to time and at all times after ~~after~~
the making of the said writing obligatory
and the said condition thereof well and
truly observe perform fulfil and keep all
and singular the articles Clauses payments
Conditions ~~and~~ undertakings ~~and~~ duties
and trusts in the said condition of the
said writing obligatory specificall com-
prised and mentioned in all things there
in contained on their part and behalf
to be performed fulfilled and kept ac-
cording to the tenor and effect, true in-
tent and meaning of the said condition
of the said writing obligatory, And
this they are ready to verify wherefore
they pray judgment &c

Clark & Gowan
Sift

And the said Plaintiff comes and says that
the said first plea of the said deft. Clark & Gwon
to the first count of said declaration and the
matters and things therein contained are not
sufficient in law to bar or preclude her
from having & maintaining her aforesaid
action thereof against said deft. and this
she is ready to verify wherefore she prays
Judgment for the use & benefit of Wm.
Hooten Jr C. C. Howe atty for Plff

Clark & Givan
at
The State of Indiana

Special
Plea
to 1st Count

John Plaster's
Estate

Filed in open Court
August 12th 1841
J. M. Gregg *clerk*

In the Hendricks Probate Court August Term thereof 1841
The State of Indiana on the relation of & for the
use of William Closter Admin. of the Estate
of John Closter deceased vs

dott &c

Lewis Mootin Edmund Clarke & John S. Swan

And the said Plaintiff
as to the said plea of the said Clarke & Swan by them
formerly above pleaded to the first count of said declaration
says procludi non. Because she swears that the said
defendants did not from time to time and at all times
after the making the said writing obligatory and the
said condition thereof well & truly observe
perform fulfil & keep all and singular the articles,
clauses, payments, conditions, undertakings, duties
, and trusts, in the said condition of the said writing
obligatory specified, comprised and mentioned in
all things therein contained on their part and behoof
to be performed fulfilled & kept according to the
tenor, effect true intent and meaning of the
said condition of the said writing obligatory
But broke the same in this that the said Lewis Mootin
^{former} as the Administrator of the Estate of John Closter deceased
previous to his removal as such did by virtue
of his appointment as such ~~did~~ receive of the
monies and effects of the Estate of John Closter
deceased and ~~did then & there~~ ^{and} ~~and~~ ^{advised} ~~this~~ ^{sum} to the
sum of five hundred & four dollars & thirty
eight cents principle and the further sum of thirty
seven dollars and seventy three cents interest
accrued thereon, to wit on the 9th day of February
1841 at the County & State of aforesaid and then & there
wholly failed & refused to account for the same
in any manner whatever according to law
and therefore was at the May term of the Hendricks
Probate ^{Court} 1841 duly removed by said Court as such
Administrator, for the cause aforesaid And Thompson
the said William Closter for whom use this suit is

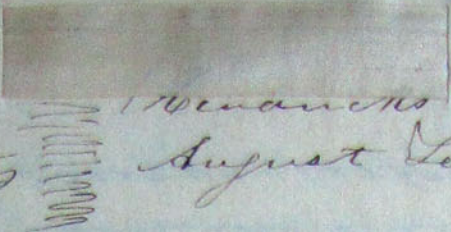
Brought was by said Court at the term aforesaid
(to wit: May term 1841) duly appointed Administrator
of the Estate of John Plaster deceased as the successor
of the said Lewis Mostin and gave bond and was sworn
as such to Administrator said Estate according to law
and the said State of Indiana who swears for the use of
William Plaster as aforesaid avers that the said
Lewis Mostin after having received the aforesaid
sums of money removed from the State of Indiana
to parts unknown without first having truly & properly
delivered ^{up} or paying the aforesaid sums of money or
or any part thereof to the said William Plaster
as such newly appointed Administrator ^{as aforesaid} or in any
manner ^{to law accounting in any manner} duly ~~duly~~ accounting for the same as he
the said Mostin was bound to have done nor has he
paid or accounted for the same at any time since
in any manner whatever but on the contrary
thereof has remained in parts unknown ever since
therefore it has been out of the power of the said
William Plaster as his successor to demand the
money of the said Mostin wherefore the said
defendants have not truly and faithfully kept & performed
the duties and trusts committed to the said Lewis Mostin
as such Administrator as aforesaid in compliance
and discharge of the condition of the aforesaid writing
obligatory according to law to wit at the County
and State aforesaid and this she is ready to
verify wherefore she prays Judgment and her
debts aforesaid together with her damages by her
sustained for the use of Wm Plaster as aforesaid
on occasion of the detention thereof to be adjudged
to her for the use of Wm Plaster Administrator
of the Estate of John Plaster deceased &c

C. C. C. Attorney for Plff

The State of Indiana
on the relation of
Wm. Doster Thurst
vs } Application to Displea
Kelork & Leover

Filed in open Court
August 13th 1841
W. M. Gregg Clk.

some Atto for Deff

State of Indiana  Henricks Probate Court
Henricks County August Term 1841

Edmund Black et al

at

The State of Indiana on the relation of William Plaster

And the said defendants (Black & Givan) come and defend the wrong and injury when &c, and craveoyer of the said writing obligatory in the ^{second} ~~first~~ count of the said declaration mentioned and it is read to them in these words. Know all men by these presents that we Lewis Mastin Edward Strange Edmund Black & James I Givan of the County of Henricks and State of Indiana, are held and firmly bound unto the State of Indiana in the penal sum of one thousand Dollars lawful money of the United States, to the payment of which well and truly to be made, we bind ourselves, our Heirs Executors and Administrators firmly by these presents. Sealed with our seals and dated this 30th day of January 1838.

They also craveoyer of the condition of the said writing obligatory, and it is read to them in these words. The condition of this obligation is this. That whereas the above named Lewis Mastin has this day obtained letters of Administration, to administer upon all and singular the goods ~~and~~ ^{and} Chattels Rights Credits ~~effects~~ ^{monies} and effects of John Plaster late of said County deceased. Now if the said Lewis Mastin shall and will, truly and faithfully perform the duties and trusts committed to him as administrator of the estate aforesaid, and will truly, and promptly deliver and pay over to his successor to be appointed by the Probate Court, if any should ever be appointed

And that they have fully paid the sum of money in the said declaration mentioned

of such ~~estate~~ estate, Goods Chattels and assets
and assign to the said Successor of such assets
and of the rights and credits which of right
may belong to such Successor, upon reason-
able demand. Then this obligation to be
void, else to remain in full force and virtue
Lewis Master Seal Seal Edmund Clark
James Glynn Seal which being read and
heard the said defendant say action
Because ^{that} the said Lewis Master ^{and the said defendant} did from
time to time, and at all times after the ma-
king of the said writing obligatory and
the said condition thereof, well and tru-
ly observe, perform fulfil and keep all
and singular the articles clauses payments
conditions and agreements in the said con-
dition of the said writing obligatory specified
comprised and mentioned, in all things
therein contained on their part and be-
half to be performed fulfilled and
kept according to the tenor and effect
true meaning and intent of the said con-
dition of the said writing obligatory. And
this they are ready to verify. Wherefore
they pray Judgment &c

Clark & Glynn
deft

~~And for a second and further plea in the~~

And the said Plaintiff who sues for the use of William
Plaster comes and says preclusion, Because she says that the
said Lewis Master and the said defts Clark and Glynn
did not nor did either of them after the making of the
said writing obligatory and the condition thereof in the
said second count of said declaration mentioned
well and truly observe, perform fulfil and keep

all and singular the articles clauses payments
conditions and agreements in the said condition
of the said writing obligatory specified, comprised
and mentioned in all things therein contained
on their part and behalf to be performed, perform
and kept according to the tenor and effect
true meaning and intent of the said condition
of the said writing obligatory nor have the said
defts fully paid & satisfied. &c

did not nor did either of them after the making of the
said writing obligatory and the condition thereof in the
said second count of said declaration mentioned
well and truly observe, perform fulfil and keep

all and singular the articles clauses, covenants
conditions and agreements in the said condition
of the said writing obligatory specified, comprised
and mentioned in all things therein contained
on their part and behalf to be performed, executed
and kept according to the tenor and effect
true meaning and intent of the said condition
of the said writing obligatory nor have the said
defts fully paid & satisfied the full amount of the
money in the said declaration mentioned
in manner & form as in said second plea
alleged and set forth and thus the prog,
may be enquired of by the Country &c
C. C. have attor for deff

And the defendants doth the like

Martin & Brexton
for deffs

Edmund Clark et al
at
The State of Indiana,
&c

Special
Order
to 2nd Court,

filed in open Court
August 12th 1841
J. H. Gregg clk

JOHN PLASTER

ESTATE

1841

HENDRICKS COUNTY, INDIANA