

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 SHANNON

ESTATE

1845

HENDRICKS COUNTY, INDIANA

Edward Strange  
Administrator of  
Samuel Shannon D.  
vs

Samuel B. Shannon

Affidavit of  
Continuance

Filed in open Court  
February 12<sup>th</sup> 1845  
J. M. Gage Clerk



Edward Strange  
Administrator of  
Samuel Shannon  
vs  
Sam B Shannon

In the Hendricks Probate Court February  
Term 1845

Personally appeared in open Court Samuel B  
Shannon the Defendant in this cause, who makes  
oath and says that he believes Anderson Mathews to be  
a material witness for him in this cause and that he can  
not safely go to trial without his testimony that he  
is informed and verily believes that the said Anderson  
is ~~about~~ out of the County that he resides in the County  
of Putnam that he has been subpoenaed but could not  
attend on account of severe afflictions in his family that  
he expects to prove by the said Anderson Mathews a  
part of his claim against said estate to the amount  
of fifteen Dollars and knows of no other witness  
by whom the said facts can be proved that he  
hopes and expects against the next term of this  
Court to be able to procure either the attendance  
of the said Anderson Mathews or his Deposition to  
be used in this cause and that this affidavit  
is not made for the purpose of delay merely  
but for the furtherance of Justice

Subscribed and sworn to in open Court  
February 12<sup>th</sup> 1845

Samuel B. Shannon

attest V. M. Gregg Clerk



Hendrick Probate Court  
Feb. Term 1845

Edward Strange

Ex<sup>r</sup> & Co

vs. { Plff. Sub

Samuel B. Shannon

(Witnesses

William M. Shannon

Benjamin Tout &

William Robins

Ret 2<sup>d</sup> day

Served at the within named Th<sup>r</sup>  
Robins & Benjamin Tout by reading &  
Jen<sup>l</sup> 24<sup>th</sup> 1845 - The within named W. M. S.  
Shannon is not found in my county  
Jen<sup>l</sup> 10<sup>th</sup> 1845 -  
Shff. fees  
Jurying - 75  
Postage 55  
Return 10  
\$1.80

Thos. Nichols  
Shff. 84.10



State of Indiana } The State of Indiana to the Sheriff  
Hendricks County } of said County, Greeting.

You are hereby Commanded to Summon William H. Shannon, Benjamin Post & William Robbins to be and appear before the Honourable the Judge of the Hendricks Probate Court <sup>second</sup> ~~first~~ day of the next term of said Court to be holden at the Court House in Danville to testify in behalf of the <sup>plaintiff</sup> ~~defendant~~ in a cause pending in said Court wherein Edward Strange Executor of the estate of Samuel Shannon dec<sup>d</sup> is plaintiff and Samuel B. Shannon is defendant. This they may not omit at their peril. And have you then there this writ.

Witness James M. Gegg Clerk of said Court  
this 30<sup>th</sup> day of December 1844.  
J. M. Gegg clk



14. P. C. Feb. 7. 1845-

Edward Strange Ex  
vs. } Deft. Sub.  
Samuel Shannon

Witness  
Benjamin Tourt

Res for the writ

Served on the within named  
Benjamin Tourt by reading there 11  
th 1845—  
544 pds  
Sewing 37 1/2  
Mincage 6  
Return 10  
53 1/2  
M<sup>rs</sup> A. Nichols  
J<sup>ms</sup> A. Nichols



State of Indiana Henricks County

The State of Indiana to the Sheriff of Said County  
Greeting We command you to summon Benjamin Tourt

if he may be  
found in your bailiwick so that he and appear before the  
Judge of the <sup>Henricks</sup> ~~Henricks~~ <sup>Probate</sup> ~~Circuit~~ Court on the ~~fourth~~ day of  
~~the next term to be holden~~ at the Courthouse in Danville  
on the ~~fourth~~ ~~second~~ day of

to testify in behalf of  
the defendant in a certain action now pending in said  
Court wherein Edward Strange Ex<sup>r</sup> &c is Plaintiff and  
Samuel Shannon is Defendant And this he may  
not omit at his peril and have you then there this writ

Witness James M. Gregg Clerk of the said Court  
this 11<sup>th</sup> day of February A.D. 1845.

J. M. Gregg, clk



N. Probate Court  
Feb. Term 1845.

Edward Strange Ex.  
vs. J. Deft. Sub.  
Samuel P. Shannon  
" "

Witnesses  
Saml. W. Shannon &  
Robert Ragan

Ret. 1<sup>st</sup> day

Thos. Nichols  
S. J. H. C.

I hereby Depose Samuel P. Shannon  
to serve the within Process. Feb. 7<sup>th</sup> 1845

Served on the within named Shannon  
by copy Feb. 8<sup>th</sup> 1845 and on the within  
named Ragan by reading same  
day as within and commenced  
J. G. H. Dec 75  
Serving  
Process  
Return  
1.80  
10  
75  
185

Thos. Nichols  
S. J. H. C.

By Saml. Shannon  
Feb 8



State of Indiana  
Hendricks County

The State of Indiana to the Sheriff  
of said County Greeting.

You are hereby  
Commanded that you Summon James M. Shannon &  
Robert Ragan  
to be and appear before the Judges of the Hendricks  
<sup>Probate</sup> Court on the first day of the next term to be  
holden at the Court House in Danville on the second  
Monday in <sup>February</sup> ~~March~~ (Inst.) to testify in behalf of the de-  
fendant in a certain Cause pending in said Court wherein  
Edward Strange Exr. of Samuel Shannon is plaintiff &  
Samuel B. Shannon is defendant.  
This they may not omit at their peril And this  
~~may not omit at~~ ~~peril.~~

Witness James M. Gugg Clerk of said Court this 17th  
day of <sup>February</sup> ~~March~~ 1845.  
J. M. Gugg, Clerk



Mendricks Probate Court  
May Term 1845

Edward Strange, Ex<sup>r</sup>  
vs.  $\frac{3}{4}$  Deft. Sub  
Samuel P. Shannon

Witness

James W. Shannon

Ret. P<sup>th</sup> day

Served on the within named by  
Receiv<sup>g</sup> Money 12<sup>th</sup> 1845  
Shiff fees  
Serving - 37<sup>th</sup>  
Return - 10  
47<sup>th</sup>  
J. H. Nichols  
Shiff & Co.



State of Indiana } The State of Indiana to the Sheriff of  
Mendricks County } Marion County, Greeting.

We Command  
you that you summon James M. Shannon to be and  
appear before the Judge of the Mendricks Probate Court on the  
first day of his next term, to be holden at the Court House in  
Danville on the Second Monday in May, (Inst.) then and  
there to testify in behalf of the defendant in a cause pen-  
ding in said Court wherein Edward Strange, Executor of the  
Estate of Samuel Shannon dec<sup>d</sup>, is Plaintiff and Samuel  
P. Shannon is defendant. This he may not omit at  
his peril: And have you then this writ.

Witness James M. Gugg, Clerk of the said Court, this  
6<sup>th</sup> day of May 1845.

J. M. Gugg, Clerk



Stoddard's Probate Court  
May Term 1845.

Edward Strange Ex<sup>r</sup>  
vs. & Deft. Sub.  
Samuel B. Shannon

Witness

Anderson Matthews

Ret 1<sup>st</sup> day

I Acknowledge the service of the within  
Sub. con<sup>ce</sup> A. B. Matthews  
May 10<sup>th</sup> 1845



State of Indiana } The State of Indiana to the Sheriff of Putnam  
Mendricks County } County, Greeting.

We command you that you  
summons Anderson Matthews to be and appear before the Judge  
of the Mendricks Probate Court on the first day of his next term,  
to be holden at the Court House in Danville on the Second  
Monday in May (inst) then and there to testify in behalf  
of the defendant in a cause pending in said Court wherein  
Edward Mauge, Executor of the Estate of Samuel Shannon, &c.,  
is plaintiff and Samuel P. Shannon is defendant  
This he may not omit at his peril And have you  
then there this writ.

Witness James M. Gugg, clerk of the said Court,  
this 6<sup>th</sup> day of May 1845.

J. M. Gugg, clerk



Mudrick, Probate Court  
May Term 1845

Edward Strange Ex<sup>r</sup>  
vs. J. Deft. Sub.  
Samuel B. Shannon

Witnesses

Benjamin Lout  
Caleb Garrett  
Robert Ragan

Ret. 12<sup>th</sup> day

Received on the within named by  
reaching as within Sam. Shannon  
May 10<sup>th</sup> 1845  
Shipp fees 1.12<sup>1</sup>/<sub>2</sub>  
Selling 90  
Mileage 10  
Return 10  
\$1.12<sup>1</sup>/<sub>2</sub>  
Not. Nichol  
Shipp \$1.10



State of Indiana } The State of Indiana to the Sheriff of Said County,  
Mendricks County } Greeting.

We Command you that you Summon  
Benjamin Tout, Caleb Garrett & Robert Ragan to be and appear  
before the Judge of the Mendricks Probate Court on the first day  
of his next term, to be holden at the Court House in Danville  
on the Second Monday in May (Inst.) then and there to  
testify in behalf of the defendant in a cause pending in  
said Court wherein Edward Strange, Executor of the Estate  
of Samuel Shannon is Plaintiff and Samuel S. Shannon  
is defendant. This they may not omit at their peril  
And have you then there this writ.

Witness James M. Gugg, Clerk of the Said  
Court, this 6<sup>th</sup> day of May 1845.  
J. M. Gugg, Clerk,



H. P. Co. Feb. 7. 1845

Edward Strang &  
vs. } Deft. Sub  
Samuel P. Shannon

Witness

Anderson Matthews  
I acknowledge the service  
of the within Subpoena  
A. B. Matthews  
Feb 8<sup>th</sup> 1845

Ret. pt day



THE STATE OF INDIANA, *Mendricks*

COUNTY, ss.

The State of Indiana to the Sheriff of *Putnam*

County, Greeting:

WE COMMAND YOU to take into your custody the body ~~of~~ *Summons*

*Anderson Matthews*

IF *he* may be found in your bailiwick, and ~~safely keep~~

so that you ~~have~~ *be and* ~~but~~ *appear* before the Judges of the *Mendricks*

*Probate Circuit Court*, on the *first*

day of ~~their~~ *his* next term, to be holden at the Court

House in *Danville*

on the *2<sup>nd</sup> Monday*

in *February (inst)*

~~next~~ to answer unto *to testify in behalf of the*

defendant in a cause pending in said Court wherein *Edward Strange, Ex<sup>r</sup> of the estate of Samuel Shannon dec<sup>d</sup>* is plaintiff & *Samuel B. Shannon* is defendant

And have you then there this writ.

WITNESS, *James M. Gegg*

Clerk of the said

Court, and is Seal this

*7<sup>th</sup>*

day of

*February*

*1845*

*J. M. Gegg, clk*



Edward Strange  
Executor &c.

vs

Daniel W. Shannon

Pr. for Plff's witnesses.

Filed in my office  
December 28<sup>th</sup> 1844.

J. M. Glegg, clk



Edward Strange executor of the  
estate of Samuel Shannon dec.<sup>d</sup>

In Probate Court

vs

Assumpsit

Samuel W. Shannon

The Clerk will please  
issue a subpoena for William M. Shannon  
Benjamin Lout & William Robbins, to appear  
on the second day of the February Term 1845  
of said Court to testify in the above entitled  
Cause on the part of the plaintiff.

Wm. M. Shannon  
Atty for  
Plff.



State of Indiana: In the Probate Court of Hendricks  
Hendricks County, County February Term 1848.

Edward Stange ~~Admors~~ -

Executor of the estate Samuel Shannon deceased  
plaintiff in this suit complains of Samuel B.  
Shannon defendant in Custody &c. of a plea  
of Assumpsit. For that whereas the said defendant  
heretofore to wit: on the tenth day of July in the year  
eighteen hundred and forty four at the County a-  
foresaid was indebted to said plaintiff as such  
executor in the sum of seventy three dollars  
for so much money by the said defendant before  
that time had and received to and for the use of  
the said plaintiff. And being so indebted he the  
said defendant in consideration thereof afterwards  
to wit on the day and year aforesaid at the County  
aforesaid undertook and then and there faithfully  
promised the said plaintiff as such <sup>ex</sup>ecutor to  
pay him the said sum of money when he the  
said defendant should be thereunto afterwards  
requested, yet the said defendant to pay the same  
or any part thereof (although often requested)  
hath hitherto wholly refused and still refuses  
to the damage of said plaintiff as such  
executor seventy three dollars hence this suit &c.

J. W. Wemy  
Atty for Pff.

And now comes the said defendant and  
says actio non because he says he did not under-  
take and promise in manner & form as the said  
Pff. hath above thereof complained against him.  
And of this he puts himself upon the Country &c.  
Samuel B. Shannon dep.



Edward Strange Executor &c.

Assumpsit.

vs  
Samuel B. Shannon

It is hereby expressly

agreed between the said parties that the foregoing declaration & plea may be filed with the Clerk of said Probate Court, in vacation, that all process be waived, except that either party may subpoena as many witnesses as he would have the privilege of summoning in other cases. And

for the purpose of facilitating and insuring justice in the premises the following statement of the matter in dispute is agreed upon between the parties and submitted to the Court to wit:

It is agreed that the said plff. as such Executor paid to said defendant the sum of Seventy three <sup>dollars</sup> in discharge of an account which said defendant alleged he held against the estate of Samuel Shannon decd. That said claim was not proved before payment.

In addition to which the said plaintiff alleges that at the time he paid said sum of Seventy three dollars to said defendant he believed that said claim was just, but he has since the payment thereof come to the conclusion that said claim was unjust. And the said ~~plff.~~ defendant alleges that said claim was just at the time of the payment thereof by said plaintiff as such Executor.

And it is further agreed between the parties that the foregoing declaration, plea and ~~the~~ statement mentioned in this agreement be



Edward Strange  
 Executor of the estate of  
 Samuel Shannon dec.  
 vs ~~Edward Strange~~  
 Samuel W. Shannon

Dec. Photogreiment.

Filed in my office  
 Dec. 28<sup>th</sup> 1846.

J. M. Gugg, clk

Warranty for P. L. J.



Submitted to the Probate Court of Henricks  
County on the first or any subsequent day of the  
next Term thereof, And that if said Court after  
having heard the evidence which may be adduced  
by the parties shall be of opinion that the said Claim  
~~against~~ of the said defendant against the estate of  
Samuel Shannon deceased And paid off as afore-  
said by said plaintiff was unjust or any part  
thereof, then judgment is to be rendered for said  
plaintiff for the sum of twenty three dollars,  
or for so much as was unjust at the time of  
said payment, And costs of suit.

But if on the other hand the Court shall be of  
opinion that the said Account or Claim against  
said estate was just, or in other words if  
said defendant prove said claim to have been  
correct, at the time of the payment thereof as  
aforesaid by said Executor, then Judgment  
for costs is to be rendered in favor of said  
defendant.

In testimony whereof we  
have herunto subscribed our names and  
affixed our seals this 13 day of December 1844

Attest.  
Attest Simon Rainey

Edward Strang *Seal*  
Samuel B. Shannon *Seal*



for the furtherance of Justice, and that right  
and equity may be done in the premises the  
defendant prays that this case may be contin-  
ued until the next term of the said Probate  
Court, at which term he hopes to be able to  
adduce the testimony of the said absent witness  
And that a certain William Ellis is also a  
material witness in this case and that the  
said defendant cannot safely go to trial  
without his evidence and that he has  
been subpoenaed to go and that this  
affidavit is not made merely for  
delay but for the furtherance of  
Justice in the premises

subscribed & sworn to in open Court

Feb 12<sup>th</sup> 1845

Attest W. M. Grogg Clerk

James W. Shannon

Edward Strong  
Administrator of  
of the Estate of  
Samuel Shannon  
vs

James W. Shannon

Affidavit for  
Continuance

Filed in open Court  
February 12<sup>th</sup> 1845  
J. M. Kuyg cler



State of Indiana Hendricks County, to wit,  
Hendricks Probate Court, February Term 1845-  
Edward Strange Executor of the  
estate of Samuel Shannon, deceased, } Affidavit for  
vs } Continuance  
James M. Shannon

The said defendant in this case would represent to the court that the said plaintiff ~~in this case~~ believing that he the said defendant had a true and just demand against the said estate of seventy eight dollars, paid that amount to the said defendant, but afterwards, believing that he had paid the aforesaid sum of money without the necessary proof of the validity of said claim ~~he~~ filed a declaration in this court against the said defendant to recover back the aforesaid sum of seventy eight dollars which he had paid to the defendant as aforesaid, and that thereupon the said parties entered into an agreement, by which among other things, it is agreed that the parties bring their proof and try the issue in said case at this present term of the said Court, and the said defendant would further represent that at the time he entered into said agreement he was not informed, nor did he know, that the evidence of a certain Miltidas Miller was material in the trial of said issue, but ~~that~~ he has the <sup>said</sup> Miller was present at the time, that the said defendant loaned to the said testator a large sum of money, to wit, the sum of forty two dollars and that he the said Miller was the only person present, and is the only person by whom he can prove the liability of the said executor to pay the said sum of forty two dollars, part of the demand which he the said defendant has against the said estate, and further that the said Miller as the defendant is lately informed lives in the eastern part of this State, to wit at Greening County, Therefore



Edward Strange  
Executor &c.

vs  
James M. Shannon

Pro. for plff's wit.

Filed in my office  
Dec. 28<sup>th</sup>. 1844.

J. M. Lugg, cllk

Sealed

H. Probate Court  
August term 1845

Edward Strange &c.  
vs. &c. Deft. &c.  
James M. Shannon

Witnesses  
Wm Ellis  
Caleb Garrett  
William Muckley  
John Stanton  
Samuel B. Shannon  
Thomas R. Shannon

Ret. P. day

Deceased on the within named certificates  
By reading as within I am empanelled  
Jura August 6<sup>th</sup> 1845

Shff. Nichols  
Shff. N. C.

Shff. fee 2.25  
Serving 1.25  
Mileage 1.00  
Return 3.00



Edward Strange executor of  
the estate of Samuel Shannon dec<sup>d</sup>.

In Probate Court.

Assumpsit.

vs.  
James M. Shannon

The clerk will please  
issue a subpoena for William M. Shannon,  
Benjamin Bout & William Robbins, to appear  
on the second day of the February Term  
1845. of said Court, to testify in the  
above entitled Cause on the part of the  
plaintiff.

D. J. Manney  
Atty. for Plff.

State of Indiana

The State of Indiana to the Sheriff of Said  
Hendricks County } County, Greeting.

You are hereby commanded  
to summon William Ellis, Caleb Garrett, William Weekly,  
John Blanton, Samuel B. Shannon and Thomas R. Shannon  
to be and appear before the Judge of the Hendricks Probate Court  
on the first day of his next term, to be holden at the Court  
House in Danville on the second Monday in August next  
to testify in behalf of the defendant in a cause pending  
in said Court wherein Edward Strange Executor of the estate  
of Samuel Shannon, dec<sup>d</sup>. is plaintiff and James M. Shannon  
is defendant. This they may not omit at their peril  
And have you then this writ.

Witness James M. Hugg, clerk of the said Court  
this 21<sup>st</sup> day of July 1845.

J. M. Hugg, cl<sup>k</sup>



Served on the within named Try

Reading Feb<sup>y</sup> 11<sup>th</sup> 1845

Thos. Nichols  
Sept. 46

Ship fees 75  
Sewings 75  
Meals 10  
Return \$1.60

N. B. C. Feb. 1. 1845

Edward Strange  
Ex. &c  
vs. { Left Sub.  
James W. Shannon

Witnesses

William Ellis  
Samuel Shannon  
John Blanton

Put forth with

Edward Strange adms  
vs. { Precipe  
James W. Shannon  
for debt, (Sub)

Filed in my office  
August 2<sup>d</sup> 1845  
J. D. Parker CLK

122



State of Indiana } The State of Indiana to the Sheriff  
Hendricks County } of said County Greeting.

You are hereby Commanded to Summon William Ellis, Samuel Shannon & John Planton to be and appear forthwith before the Judge of the Hendricks Probate Court now sitting at the Court House in Danville, to testify in behalf of the defendant in a cause pending in said Court, wherein Edward Strange Exr. of the Estate of Samuel Shannon deceased is Plaintiff and James M. Shannon is defendant. This they may not omit at their peril.

Witness James M. Gugg, clerk of the said Court this 11<sup>th</sup> day of February 1845  
J. M. Gugg clk

The Clerk of the Hendricks Probate Court will please issue a subpoena for Melvidas Miller directed to Franklin County Va. For the defendant in the case of Edward Strange Adm &c of the estate of Samuel Shannon vs James M. Shannon Returnable on the first day of the next term of said Court James M. Shannon August 2<sup>d</sup> 1843 By W. A. George his Atty



Hendrie M. Circuit Court  
Probate  
Feb Term 1845.

Edward Strang, Ex.<sup>r</sup>  
vs. J. Deft. Sub,  
James W. Shannon

Witnesses

William H. Shannon  
Benjamin Lout &  
William Robbins

Ret 2<sup>nd</sup> day

Service on the within named co  
Within 9 am commenced by  
Reading except the within named  
W. H. Shannon he is not found in my  
company ~~Shannon~~ may 24<sup>th</sup> 1845  
Shippo fee 75  
Subscrip - 75  
Mileage 10  
Return \$1.80  
Not. Nichols  
App 40-



State of Indiana } The State of Indiana to the Sheriff  
Hendricks County } of Said County, Greeting.

You are hereby  
Commanded to summon William H. Shannon, Benjamin  
Lout & William Robbins to be and appear before the Judge  
of the Hendricks Probate Court on the second day of the  
next Term of Said Court, to be holden at the Court House in Law-  
-ville, to testify in behalf of the <sup>plaintiff</sup> ~~defendant~~ in a cause pending  
in said Court wherein Edward Strange Executor of the Estate  
of Samuel Shannon dec<sup>d</sup>. is plaintiff and James M. Shannon  
is defendant. This they may not omit at their peril.  
And have upon them these this writ.

Witness, James M. Gugg, Clerk of said Court  
this 30<sup>th</sup> day of December 1844.

J. M. Gugg, Clerk



No 260

Edward Strange  
Executor of the Estate  
of Saml. Shannon dec.  
vs  $\frac{2}{3}$  Assumpsit.  
James M. Shannon

Dec. Plea of agreement.

Filed in my office  
Dec. 28<sup>th</sup> 1844.

J. M. Grogg clk

Warranty for plff.

Thereof as aforesaid, or in other words if said deft. prove said  
claim to have been paid, then judgment is to be rendered for deft. for  
costs. Witness our hands & seals this 25<sup>th</sup> day of December 1844  
Attest.  
J. M. Grogg  
James M. Shannon



Court of Hendricks County on the first  
or any subsequent day of the next Term  
of said Court. And that if said Court  
after having heard the evidence which may  
be adduced by the parties, shall be of opinion  
that the said Claim of the said defendant  
against the estate of Samuel Shannon dec'd.  
X And paid off as aforesaid by said plaintiff  
as executor of said estate was unjust and  
was not at the time of the payment thereof  
as aforesaid due and owing to said  
defendant, ~~or any~~ part thereof, then judg-  
= ment is to be rendered for said plaintiff  
for the sum of seventy eight or for so  
much of said Claim as was unjust at  
the time of said payment, together with  
Costs of suit. But if on the other hand  
the Court shall be of opinion that the said  
Claim of said defendant against said estate  
was just & true at the time of the payment



State of Indiana: In the Probate Court of Warrick  
County, February Term 1845.

Edward Strange Executor of the estate  
of Samuel Shannon deceased plaintiff in this  
Said Complaint of James W. Shannon defendant  
being in Custody &c. of a plea of assumpsit.

That whereas heretofore to wit on the tenth day of  
June in the year eighteen hundred and forty four  
at the County aforesaid the said defendant was  
indebted to said plaintiff as such executor in the  
sum of Seventy eight dollars for so much money by  
the said defendant before that time had and received  
to and for the use of the said plaintiff. And being  
so indebted he the said defendant in consideration  
thereof afterwards to wit on the day and year  
aforesaid at the County aforesaid undertook  
and then and there faithfully promised the  
said plaintiff to pay him the said sum of  
money when he the said defendant should  
be thereunto afterwards requested. Yet the  
said defendant to pay the same or any part  
thereof (although often requested) hath ~~not~~<sup>hitherto</sup> wholly  
refused and still refuses to pay the same or  
any part thereof to the damage of said  
plaintiff as executor as aforesaid Seventy  
eight dollars, hence this Suit &c.

Of Wmmy Atty for plff.

And the said defendant comes & says actio non because  
he says, that he did not undertake & promise in manner  
and form as said plff. hath above thereof declared  
against him. And of this he puts himself upon the  
County &c.

James W. Shannon deft.



Edward Strange executor &c. &

<sup>vs</sup>  
James M. Shannon

Assumpsit

It is hereby expressly agreed between the said parties that the foregoing declaration and plea may be filed with the clerk of the Probate Court of Mendocino County in vacation, that all process be waived, except that either party may summon witnesses as in other cases. And for the purpose of facilitating and insuring justice in the premises the following statement of the matter in dispute is agreed upon between the parties and submitted to the Court to wit: It is agreed that the said plaintiff as such executor paid to said defendant the sum of seventy eight dollars in discharge of an account which said defendant alleged he held against the estate of Samuel Shannon deceased, that said claim was not proved before payment. In addition to which the said plaintiff alleges that at the time he paid said sum of seventy eight dollars to said defendant he believed that said claim was just, but he has since the payment thereof good reason to believe that said claim was unjust. And the said defendant alleges that said claim was just at the time of the payment thereof by said plaintiff as such executor.

And it is further agreed between the parties that foregoing declaration, plea as well as this agreement be submitted to the Probate



as to the said and of more effect, sheweth to be and

summarie in full force and virtue in law.

Edmund Strange and others in.

petitioners of this shire

Edmund Strange Esq<sup>r</sup>  
Respondent of said shire

(Copy of Bond)

Edmund Strange Esq<sup>r</sup>.  
To the Little Bench  
Samuel B. Shannon &  
Thomas, B. Shannon

Copy of the original

(A)



Know all men by these presents, That I, Edward Strong, Executor  
of the estate of Samuel Shannon deceased, of Hendricks County  
and State of Indiana am held and firmly bound unto Thomas  
B. Shannon and Samuel, B. Shannon, both of said County, for the  
sum of seven hundred dollars, to be paid unto the said Thomas  
B. Shannon and Samuel, B. Shannon, their heirs, Executors, Administrators  
or assigns, for the payment whereof, well and truly to be made  
and done I bind myself, my Executor, and Administrators  
or assigns, firmly by these presents, Sealed with my  
seal and dated this 27<sup>th</sup> day of November 1841,

The condition

of the above obligation is such that if the above bound Edward  
Strong or his Executor, or Administrator, on or before  
the 27<sup>th</sup> day of November in the year 1843, Shall and do upon  
the reasonable request of the said Shannons their heirs or  
assigns, and at their costs and charges make execute  
and acknowledge a deed in fee simple ~~to the~~  
~~the said Shannons~~ ~~at a pay~~, or cause to be paid unto the said  
Strong three hundred and fifty dollars. By the 27<sup>th</sup> day of  
November in the year 1843,) To the said Shannons such  
as will be sufficient to convey assure and confirm  
to the said Shannons their heirs and assigns a good  
absolute and indefeasible estate of inheritance in fee simple  
clear of all incumbrances of and in the following messuage  
and tenement. to wit, Twenty-six acres and two thirds of an acre  
off of the north end of the East half, of the North west Quarter,  
and twenty-six acres and two thirds of an acre off of  
the north end of the West half of the North East quarter  
and Twenty-six acres and two thirds of an acre off of the north  
end of the East half of the North  
East Quarter of section twenty-six in Township sixteen north  
of Range two west, containing eighty acres be the same more  
or less, with the appurtenances thereunto belonging and in  
the mean time and until such deed shall be executed shall  
and do permit and suffer the said Shannons their heirs  
and assigns, peaceably and quietly to hold and enjoy the said  
messuage and tract of land: Then the above obligation



State of Indiana  
Hendricks County

} S. S. In the Hendricks  
Probate Court May term  
thereof. A. D. 1847.

To the

Honorable Abraham Blount, sole Judge  
of the Hendricks Probate Court, now in  
Chancery sitting. Humbly complaining  
your orators, Samuel B. Shannon &  
Thomas R. Shannon of the County and  
State aforesaid, most respectfully sheweth unto  
your Honor that Samuel Shannon Sur now  
dead in his lifetime to wit on or about  
the Eighteenth day of September 1840. executed  
his deed of mortgage to the then School -  
Commissioner of said County, mortgaging  
to him the following described tract  
or parcel of Land lying in said  
County viz "The East half of the North"  
"East Quarter of Section Seventy - six"  
"Lower sixteen North of Range two west"  
for the payment of one hundred and ninety  
dollars; And ~~after~~ <sup>after</sup> the said Samuel Shannon Sur  
had mortgaged the aforesaid tract of land  
and before the payment of the mortgage &  
~~interest~~ money and interest to wit on or  
about the day of September 1841 the  
said Samuel Shannon departed this  
life, but not without first making his last  
will & Testament, and therein and thereby  
constituted Edward Strang, (Whom your  
orators pray may be made a defendant  
to this their bill) Executor, And your  
orators further shew unto your Honor  
that after words to wit on or about the  
22<sup>nd</sup> day of October 1841, letters Testamentary  
were duly granted unto the said Strang



and the said Stronge then & there took upon  
himself the due Administration of said  
estate under the said will of the said  
Samuel Shannon deceased, and  
afterwards to wit on or about the  
27<sup>th</sup> day of Novr. 1841 did sell to your  
Orators; Twenty the following described  
tracts or pieces of land all of which  
the said Samuel died possessed of  
viz Twenty-six acres & two-thirds  
"of an acre off of the north end of"  
"the east half of the north west Quarter"  
"And Twenty-six <sup>acres</sup> and two thirds <sup>acres</sup>"  
"of an acre off of the north end of the"  
"West half of the north East Quarter"  
"And Twenty-six acres, and two"  
"thirds of an acre, off of the north"  
"end of the East half of the north East"  
"Quarter of section twenty-six in"  
"Township sixteen north of Range"  
"two west, containing eighty acres, for  
the sum of three hundred and fifty dollars  
one hundred and seventy-five dollars  
was to be paid on the 23<sup>rd</sup> day of November  
1842 and the remaining one hundred  
and seventy-five dollars was  
to be paid on the 23<sup>rd</sup> day of Novr.  
1843, And the said Stronge as such Executor  
on the 27<sup>th</sup> day of Novr. 1841. Executed to your  
Orators his title bond in the penal sum of  
seven hundred dollars, conditioned  
to convey unto them the aforesaid tract  
of land by deed in fee simple clear of



all incumbrances. by the 27<sup>th</sup> day of Novr.  
1843. at the cost and charges of your  
orators, provided your orators paid to  
the said Strangs three hundred & fifty  
dollars the purchase money aforesaid  
a copy of which bond is herewith filed  
and made a part of this bill and made  
(A) Your orators charge that at the time  
of the sale of said Land as aforesaid  
by the said Strangs to your orators that  
a part thereof was incumbered by the  
aforesaid Mortgage deed of Samuel  
Samson Senr deceased to the School  
Commissioner of said County, to wit  
"Twenty-six acres and two thirds of an acre  
"off of the North end of the East half of the  
"North East Quarter of section Twenty six  
"in Township sixteen North of Range two  
"west, and that the said Strangs sold the  
same to them without any knowledge  
of the lien thereon and your orators  
purchased the same without any knowledge  
of said lien thereon, and was to have  
the same conveyed to them clear of  
all incumbrances whatever, and your  
orators further charge that the lot aforesaid  
described tract <sup>and</sup> on the 10<sup>th</sup> day of Novr. 1845  
of land was duly sold  
by the proper authorities upon and by  
virtue of the <sup>the non payment of the interest due on</sup> aforesaid Mortgage, to one  
James Beckley ———, and that a deed  
has been duly executed to him conveying  
to him the fee simple in said land, the  
said Strangs not having satisfied said  
Mortgage money and interest, or any part



thereof, and therefore cannot convey the  
same to your Orators by deed in fee  
simple clear of all incumbrances as he  
is bound to do, by his said undertaking,  
in said bond aforesaid, Your Orators  
further charge that the said Strong at  
the April term of the Hendricks circuit  
court recovered a judgment at law  
upon the note for \$175<sup>00</sup> for debt &  
damages \$153<sup>55</sup> - and costs of suit  
judgment recovered April 11<sup>th</sup> 1843 —  
Your Orators having previously paid  
on said note the sum of \$25<sup>62 1/2</sup>,  
and has caused an execution to be  
issued thereon and the same has been  
levied upon the real estate of your  
Orators, and <sup>the same</sup> is advertised and  
will be sold on the 12<sup>th</sup> day of May  
1847. unless paid off and satisfied  
by your Orators, by the Sheriff  
of said County, Your Orators further  
charge that they have paid of the purchase  
money for said tract of land so sold  
as aforesaid to them by the said Strong  
the following sums of money viz.  
\$25<sup>62 1/2</sup> paid Octr 19<sup>th</sup> 1842, to Strong  
and \$157<sup>15</sup> paid  
to Strong, and also \$11<sup>70</sup> paid March  
3<sup>rd</sup> 1847, to Nicholas Sheriff on Execution  
in all amounting to \$194<sup>47 1/2</sup> leaving  
of the principle of the purchase money yet  
due, if the said Strong could convey said  
tract of land aforesaid, the sum of



\$155<sup>05</sup> 52 1/2<sup>05</sup> and interest, Your Orators  
charged that the said Twenty six acres and  
two thirds of land sold upon the said Mortgage  
and ~~for~~<sup>for</sup> which the said Strange cannot make  
any title to your Orators, is now worth  
and was at the time of the sale to him as  
aforesaid by the said Strange one hundred  
& fifty dollars, And for the purpose of ascertaining  
the value of the said 26 2/3 acres of land so sold by virtue  
of the Mortgage, aforesaid Your Orators pray your  
Honour to appoint two disinterested persons <sup>appraise</sup> to  
fix the price of said Land, and make reports  
thereof forthwith to your Honour, And that  
Upon the ascertaining the relative value of the said  
twenty six acres and two thirds of an acre of the  
said land so Mortgaged and sold as aforesaid  
Your Honour will decree, that the said  
Strange as the Executor of the last will  
& Testament of Samuel Shannon second  
be allowed a credit for the value of said  
Twenty six acres and two thirds of an  
acres, so ascertained as aforesaid, and for  
which he now stands charged, as will more  
fully appear by reference to the records of  
the said Hendricks Probate Court, and that  
the said Strange be ordered to give your  
Orators a credit for the value of said land  
together with the interest accrued on the  
said amount, from the date said note or  
debt becomes due up to the date of said decree  
and credit to be given and the Execution will in the hands of the Sheriff  
And for the sole purpose, of preventing a  
multiplicity of law suits, will your  
Honour further decree, that the said



strange convey to your orators the  
said land not mortgaged and sold  
to satisfy the said Mortgage, sold by him  
to your orators, and which is set  
forth in his title bond to your orators  
by deed in fee simple upon the payment  
of the purchase money, your orators further  
charge that the reasons why they did not set up  
their defence to the note in the action at law  
was because of the said strange agreeing with  
them that he would pay off the Mortgage on  
said land and your orators believing  
that the same would be paid off by the said  
strange therefore did not set up their defence  
in the action at law, and for the further reason  
that the said strange had bound himself to  
convey said land to your orators by a deed  
in fee simple, And will your Honours  
cause the said strange to answer this bill  
upon his corporal oath, and that a writ of  
subpoena may issue in this cause directed to the  
proper officer commanding him, And  
your orators pray for such other and further  
relief in the premises as may be in accord-  
-ance with Equity, and they will ever  
pray &c &c &c  
By C. C. Moore  
their Sol.

Samuel B. Shannon  
Thomas B. Shannon  
Complainants



(114)

Samuel B. Shannon  
vs Thomas R. Shannon  
vs } Bill &

Edward. Strong Esq.  
of the Estate of  
Samuel Shannon decd

---

Chancery &

---

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

Sam Sol for Compt



" Ship's fare  
" Living & board  
" Mileage  
" Feb.

1.00  
75-  
10  
1.85-

Sturdricks Circuit Court

" Edward Strange  
" vs <sup>Pluris</sup> ~~Pluris~~ <sup>fi fa</sup>  
" Samuel B. Shannon &  
" Thomas R. Shannon

Judgment rendered April  
11<sup>th</sup> 1843. for Debt &  
damages \$153.55-  
Costs of Suit 4.92 1/2  
Interest —  
Costs on Ex. — 1.48  
Dunning filing & dock 24 68

" Impleviable, returnable  
" in 12 months from date.  
" Date of Contract Nov.  
" 20<sup>th</sup> 1841.

(Exhibit A)

Filed in Open Court  
May 11<sup>th</sup> 1847 J. D. Parker Clk  
" Henry & Lugg Atty for Plff."

" Came to hand May 5<sup>th</sup> 1846 at 11 a. clock A.M. And on the  
" 31<sup>st</sup> day of April 1847 I found upon 47 acres of land off of  
" the South end of the E 1/4 of the N 1/4 of Sec 27 & the W 1/2  
" of the S W 1/4 of Sec 15 all in down 16 ft of R 3 West, and actually  
" the same for sale at the Court house door in Hamilton on the 12<sup>th</sup> day  
" of May 1847 as the law direct by 3 written advertisements in  
" the Township which said land is situated & one at the  
" Court house door. And the return day of this execution having  
" expired I now return the same that a writ may return to  
" the Sheriff in to sell.



" The State of Indiana, Hendricks County, ss.  
" The State of Indiana to the Sheriff of Hendricks County. Greeting:  
" We command you that of the goods and chattels, lands  
" and tenements of Samuel B. Shannon and Thomas R.  
" Shannon you make or cause to be made the sum of One  
" hundred and fifty ~~five~~ dollars and fifty five cents which  
" Edward Strange late in the Hendricks Circuit Court, hath  
" recovered against the said Samuel B. Shannon and  
" Thomas R. Shannon. And also the sum of four dollars  
" and ninety two and a half cents, costs, besides Sheriff's  
" fees, which were adjudged to the said Edward Strange  
" for his costs and charges in this behalf expended,  
" whereof the said Shannon & Shannon are convicted  
" as appears to us of record; And have you these monies  
" at the clerk's office in Danville in One year from this  
" date to render unto the said Strange and Costs aforesaid.  
" And have you then there this writ.



Witness Joshua B. Parker Clerk of the said  
Court, and its Seal, this 3<sup>rd</sup> day of May, 1846.

" J. B. Parker Clk.,"



Samuel B. Shannon &  
Thomas R. Shannon  
vs } In Chancery  
Edward Strange Executor  
of the Estate of Samuel  
Shannon dec<sup>d</sup>.

Defts. Answer to  
Compt<sup>s</sup> Bill.

Filed in open court  
May 11<sup>th</sup> 1847  
J. D. Parker  
Clerk

Harvey & Clegg Sol<sup>s</sup>  
for defts.



State of Indiana } In the Probate Court of Hendricks  
Hendricks County } County. May Term 1847.

The answer of Edward Strange executor of the estate of Samuel Shannon deceased, Defendant to the Bill of Complaint of Samuel R. Shannon and Thomas R. Shannon.

Said defendant <sup>for</sup> answer unto said Complainants bill of Complaint or unto so much thereof as he is advised it is material for him to make answer unto, answering says, That it is true, that said Samuel Shannon previous to his decease mortgaged the east half of the North east quarter of section twenty six in Township sixteen north of Range two west, to the School Commissioner of said County of Hendricks to secure the payment of one hundred <sup>& ninety</sup> dollars; that said Samuel Shannon departed this life about the time mentioned in said bill of Complaint ~~is also true~~ without having paid off and satisfied said mortgage is also true; that it is also true that said Samuel Shannon prior to his decease executed his last will and testament, and therein and thereby appointed said defendant his executor; that letters testamentary were issued to said defendant, who thereupon took upon himself the administration of the estate of said Samuel Shannon deceased, as in said Complainants Bill alleged, is also true; It is also true that said defendant as such executor, did on or about the 27<sup>th</sup> day of November 1841 sell to said Complainants the said parcels of land mentioned in their said Bill of Complaint, for the sum of \$350, to be paid as in said bill stated; And said defendant further answering, admits that as such executor he did execute to said Complainants a title bond for said parcels of land, at the time and in the manner in Complainants Bill mentioned; Said defendant also admits that a part of said land at the time of the sale thereof to said



Complainants was incumbered with said mortgage to the School Commissioner, as in said Bill alleged; Said defendant also admits that he sold said lands to said Complainants without any knowledge of said incumbrance or lien, but does not know whether or not said Complainants had any notice or knew of said incumbrance at the time they purchased said lands of said defendant; Said defendant also admits it to be true that said tract of land, to wit, twenty six acres and two thirds of an acre off of the north end of the east half of the North east quarter of section twenty six in Township sixteen North of Range two west, was on or about the time mentioned in said Bill, sold by the proper authorities by virtue of said mortgage, to said James Beckley, and that said land has been conveyed to said Beckley; Said defendant admits that he has never paid off and satisfied said mortgage or any part thereof.

And said defendant further answering says, that he did on the 11<sup>th</sup> day of April 1843, recover a judgment on one of said notes against said Complainants, in the Hendricks Circuit Court for \$153.55 and costs of suit taxed at \$4.92½, the said Complainants having previously paid on said note the sum of \$25.62½; Said defendant admits, that he did cause an execution to be issued on said judgment, and to satisfy said writ the sheriff of said County has levied upon the real estate of said Complainants or of one of them, and advertised the same for sale on the 12<sup>th</sup> day of May, 1847.

Said defendant further answering, admits, that said Complainants have paid of the purchase money of said lands the several sums set forth in said Bill of Complaint, to wit, \$25.62½ paid on the note upon which said judgment was rendered, prior to the rendition thereof; \$157.15 paid April 8<sup>th</sup> 1844, and applied on the note upon which judgment has not been rendered; and \$11.70 paid March 3<sup>rd</sup> 1847.



to Sheriff Nichols on the execution issued on said judgment; And said defendant herewith exhibits copies of said writ of execution, and the note upon which said sum of \$157.15 was applied, and ~~said and~~ the endorsements thereon, and makes the same a part of his answer marked A. & B. Leaving yet due on said judgment and said note for principal and interest the sum of \$306.02 besides the costs accrued on said judgment;— Said defendant further answering, denies that the said twenty six and two thirds acres sold on said mortgage, is worth the sum of \$150. but that the same is of the value of \$100. and not more, there being no improvement on said tract of land, and the other tracts being improved. And as to any other matter or thing in said bill contained, necessary and proper for the said defendant to answer and not herein answered, traversed or avoided, that the same is true to the best of his knowledge and belief. And the said defendant prays the Court to be dismissed with his reasonable costs.

Harvey Gregg  
Solr for deft.

State of Indiana, Hendricks County, set

Edward Strange the above defendant being sworn in open Court says, that the matters and things in his said answer contained and set forth as within the knowledge of the said defendant are true, and that the matters and things stated and set forth as derived from the information of others are true as he verily believes.

Edward Strange

Subscribed and Sworn to  
in open Court May 11<sup>th</sup> 1847  
J. D. Parker Clk.



Shannon & Shannon

vs

Edward Strange & Co

Depositions

Filed in my office  
May 11<sup>th</sup> 1867

J. D. Parker

— clerk



Deposited in the  
copy of  
James R. Hammon  
Edward Strong Esq  
in the hands of  
secret,

deposited of  
Wm. F. Hammon &  
Wm. Hammon

of the clerk of the  
Vanderburgh Probate  
Court  
Danville

Indiana



State of Indiana } ss.

Heardricks County } Be it remembered that on  
this 11th day of May 1847. at 12 o'clock M. of said  
day. by agreement of Samuel B. Shamon and  
Thomas R. Shamon complainants in a certain  
suet in chancery now pending in the  
Heardricks Probate <sup>Court</sup>, against Edward Strong  
Executor of the estate of Samuel Shamon  
deceased. and the said Edward Strong  
the depositions of William F. Hamrick  
<sup>before me Henry Miller Esq a Justice of the Peace</sup>  
and William Hampton are taken, to be read  
as evidence in said cause taken in  
my office in Danville at the hour  
aforesaid. The said William F. Hamrick  
first being by me Henry Miller Esq  
duly sworn according to law  
Was you acquainted with the relative value  
of twenty six acres and two thirds <sup>of an acre</sup> of land  
off of the North End of the East half of the  
North East Quarter of Section twenty six  
in Township sixteen North Range  
situate in this county on the 26th day of  
November 1841. and if so state its value  
at that time,

Answer. <sup>The land was at</sup>

The witness states that the <sup>relative value of the</sup> land was at that  
time worth one hundred and ten dollars  
and that he was acquainted with the same  
and further sayeth not W. Hamrick

And William Hampton upon his oath says  
that he was acquainted with the above named  
land at <sup>the time aforesaid</sup> that taking into consideration the  
relative value with the other two pieces sold  
by debt to complainants it was worth at  
the time of said sale the sum of one hundred  
and ten dollars and further sayeth not  
William Hampton



State of Indiana  
Randolph County } I, Henry Miller a  
Justice of the Peace in and for said  
County do hereby, <sup>certify</sup> that the aforesaid  
depositions were taken before me by  
agreement of the parties at the time and  
place first above named and that I  
did duly qualify said witnesses and I did  
reduce to writing the deposition of Wm  
J. Hamrick and C. C. Nove by consent  
of the parties did reduce to writing the  
deposition of Wm Hampton and that  
they each subscribed their names  
to said depositions in my presence  
said depositions to be read as evidence  
in the suit of fore said Green vs me  
my. hand and seal this 11<sup>th</sup> day  
of May 1847.

Henry Miller Seal  
Justice of the Peace N.C.



(Exhibit D.)

Filed in open court

May 11<sup>th</sup> 1844


J. W. Jackson

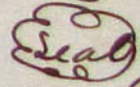
Clerk

"Recd April the 8<sup>th</sup> 1844 of  
"Samuel B. Shannon and Thomas R.  
"Shannon One hundred and fifty  
"Seven dollars and 15<sup>cts</sup>."



Twenty four months after date we or either of us  
promise to pay Edward Strange executor of Samuel  
Shannon deceased the just and full sum of one  
hundred and seventy five dollars lawful money of  
the United for value received, as witness our hands  
and Seals, this 26<sup>th</sup> day of November 1841.

Samuel W. Shannon 

Thomas R. Shannon 



SAMUEL SHANNON

ESTATE

1845

HENDRICKS COUNTY, INDIANA