

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 WILKINS

ESTATE

1845

HENDRICKS COUNTY, INDIANA

State of Indiana
ex rel C. C. Nave

vs.
Miriam M. Lewis &
Samuel Melogue

Debt

No ~~200~~ 87

— 1845 —

No 87

State of Indiana } The State of Indiana to the
Hendricks County } Sheriff of Said County, Greeting.
3 (We Command you that
you Summon Miram M. Lewis and Samuel Melogue
(if to be found in your County) to be and appear before
the Judge of the Hendricks Probate Court on the first
day of the next term, to be holden at the Court House
in Danville on the Second Monday in May next,
then and there to answer unto the State of Indiana
on the relation of Christian C. Nave, Administrator
of all and singular the goods, chattels, rights, credits,
monies and effects of John Wilkins, deceased, in an
action of Debt, ~~Debited One thousand dollars five~~
hundred dollars, Damages three hundred dollars
as is Said. Mercin fail not And have you
then there this writ.

Witness James M. Gregg, Clerk of the Said
Court and its Seal this 26th day of April 1845.
J. M. Gregg, Clerk

Hendricks Probate Court
May Term 1845

The State of Indiana
on the relation of
Christian C. Nave Advers
vs. Summons.
Miriam M. Lewis &
Samuel Kelogue

This is an action of
Debt, demand \$500.00
Damages \$300.00
April 26th 1845.
J. M. Gugg, clerk

Nave for Plff

Came to hand Apr 26th 1845
Served on the within named Summe
Kelogue by reading as within I am
com mandee Apr 28th 1845 the within
named Miriam & Lewis is not found
in any county -
Shiffs fees
Serving - 50
Return 60
Thos. Nichols
Shiffs fee

THE STATE OF INDIANA, *Hendricks* COUNTY, SS:

The State of Indiana to the Sheriff of *Said* County---Greeting:

You are hereby commanded to summon *George Taylor Esq, William B.*

Martin, & David Hightshoe,

to personally be and appear before the Judge of the *Hendricks* ^{Probate} ~~Circuit~~ Court on
the *first* day of ~~their~~ ^{his} next term, to be begun and held at the Court-House in
Danville on the *Second* Monday in *November* next then and there
to testify on behalf of the Plaintiff in a certain suit pending in said Court, wherein

The State of Indiana on the relation of Christian C Nave Adm^r
of the estate of John Wilkins deceased is Plaintiff & Samuel
Melogue sued with another are defts-

and herein *they* may not fail at *their* peril; and have you then there this writ.

Witness, *Joshua D. Parker* Clerk of said Court, this *17th*
day of *October* 1845.

J. D. Parker *ck*

Henricks Probate Court
November Term 1868

State vs E. C. Davis, adm^r
vs J. Piffs Sub
Samuel McLogue

Witnesses

George Tyler Esq
William B. Martin &
David Hightshoe

25
At 1st day of Term

Served on the within named George Tyler
by reading October 27th 1868 - as within
I am commanded the within Martin
& Hightshoe is not found in my County

Oct 31st 1868 -

Thos. Hicks
Shiff & Co.

Shiff & Co

Servings - 3 1/2

Indorse 45-

Return 10
\$12.2 1/2

State of Indiana), ss, In the Hendricks Probate Court
Hendricks County } May. Term thereof 1845

The State of

Indiana on the relation of Christiana, C. now Administrator
of all and singular the goods, chattels, rights, credits,
monies, and effects, To her Wilkins late of Hendricks
County deceased. Plaintiff in this suit. Complaines of
Nirvan, H. Lewis, and Samuel Melogue, defendants
in this suit of a plea of debt. that they render unto
the said Plaintiff the just and full sum of five
hundred dollars, which to her they owe and
from her unjustly detain. &c

For that whereas, the said
defendants, by the name, style and description of Nirvan, H.
Lewis, and S. Melogue heretofore to wit, on the second
day of July. 1840 at the County and State aforesaid
by their certain writing obligatory (in which writing
obligatory was inserted the names of Andrew Brother
and Benjamin M. Smith, by the Clerk of the Probate
court of said County, but neither the said Brother
nor the said Smith did sign and seal the said
writing obligatory, with the said Lewis & Melogue)
Sealed with their seals and now shown to the
Court, the date whereof is a certain day and year
above named to wit the day and year aforesaid
acknowledged themselves to be held and firmly
bound unto the said Plaintiff in the pend
sum of five hundred dollars, and for the
payment whereof they bound themselves their heirs,
Executors, and Administrators, jointly, and severally,
firmly, thereby, Yet the said defendants, (although
often requested so to do) have not as yet paid the
said sum of five hundred dollars above
demanded or any part thereof to the said
Plaintiff or any person else, but ^{have} ~~both~~ heretofore
wholly neglected and refused and still do neglect

and refuse so to do to the damage of the said
Plaintiff who sues as aforesaid three hundred
dollars, and therefore she sues \$0
C. C. Howe Atty for Plaintiff

The State of Indiana
on the relation of
Christina, C. Nave
Adm'r, &c

vs } Declaration
Hiram H. Lewis &
Samuel Melogud

Debt. \$500.00^{ts}
Damages \$300.00^{ts}

the clerk will issue
a writ in this case
according to law &c

Filed in my office
April 26th 1825
J. M. Huggins clk

is

and Atty Geo Delff.

~~Samuel Melaguer~~

Samuel Melaguer
at
State an Relation of
C. C. Nave

Debt.

And the said defendant as to the said
Replications of the said plaintiff to the said plea of the
said ~~plea~~ defendant saith, ^{he saith} ~~actor non~~, because, that he the
said William M. Lewis while he was such administrator
did perform the duties and trusts committed to him as
such administrator, and did not fail & neglect to convert
the personal assets belonging to said estate which came
to his hands to be by him administered into money,
and therewith pay the debts due from said estate &
the costs of administration, and did not fail to
administer said estate in due course of law, and
deliver over to his successor the estate goods chattels
and assets in his hands to be administered; in
manner & form as the said plaintiff hath above
in his said replications in that behalf alleged.
And after this the said defendant puts himself upon
the Country &c -

J. H. Waring for Deft.

Samuel Milogun
Attorney
State of Indiana on the
Relation of C. C. Staur.

Rejoinder

Filed in open court
August 15th 1845
J. D. Parker et al

Samuel McLogue }
 ats } Debt.
The State of Indiana }
on the Relation of C. C. Mave }

And the said defendant comes and
craves oyer of the writing obligatory in said plaintiff's
declaration mentioned, and it is read to him in these
words: "Know all men by these presents that we Wiram
"H. Lewis, Samuel McLogue, Andrew Prather and Benjamin
"M. Smith of the County of Warrick, and State of Indiana
"are held and firmly bound unto the State of Indiana in the
"penal sum of five hundred dollars, lawful money of the
"United States, for the payment of which well and truly
"to be made and done, we bind ourselves, our heirs,
"Executors and administrators jointly and severally
"firmly by these presents: Sealed with our seals and
"dated this 2nd day of July 1840." To which said
~~Condition~~ the writing obligatory there is a condition there-
under written in these words: "The condition of the
"above obligation is such, that if the above bound Wiram
"H. Lewis will truly and faithfully perform the duties and
"trusts committed to him as administrator of the estate of
"John Wilkins deceased, according to law, and will truly and
"promptly deliver over to his successor to be appointed by
"the Probate Court of said County, should any such successor
"ever be appointed, all such estate, goods, chattels and
"assets, and assign to such successor all such rights and
"credits as shall, of right belong to such successor upon
"reasonable demand made thereof, then the above obligation
"is to be void and of none effect, otherwise to be and remain
"in full force and virtue in law— Wiram H. Lewis *ED*
"S. McLogue *ED*" And thereupon the said

Aspl says acts non because he saith that he the said Marimon He. Seneca
did promise to him to let all time after the making of the said writing
obligatory of the said Condition. They will & truly observe, performe fulfill
and keep all & singular the articles, clauses, payments, Conditions agree =
=ments in the said Condition of the said writing obligatory Aspl saith, Con =
=dition & conditions, in all things therein contained on his part &
he shall to be observed, performed, fulfilled & kept, according to the tenor
and effect, true intent and meaning of the said Condition of the said
writing obligatory. And thus the said defendant is ready to verify,
wherefore he prays judgment &c -

J. McAnery
Attly for Aspl =

Samuel McLogue
ato
The State of Indian on
the Relation of C. C. Stane

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Plea

Filed in open court August
15th 1845
J. D. Parker attk

The State of Indiana on the
Relation of and for the use of
Christian, E. No. 10 Adm'r
of the estate of John Wilkins dec'd
vs
Samuel McLogue and
Hiram H. Lewis

debt.

And now comes
the said Plaintiff by some attorney and
suggest now to the Court that the Sheriff of
said County, has returned not found as
to the said defendant Hiram H. Lewis
~~and it appearing to the Court by the Sheriff's~~
~~return to the writ herein issued that~~
~~the writ that this process has been duly~~
~~served upon the~~ And now comes the
defendant McLogue by Harvey his attorney
and files his plea of General performance
(~~these insert~~) And the said Plaintiff says preclu-
sion. Because, ^{she said says} And therefore the said Plaintiff
~~according to the form of the Statute in such case~~
~~made and provided and suggests and~~
~~gives the Court here to understand and be~~
~~informed~~ that the said writing obligatory
was subject to a condition the remainder
written whereby it is declared "that the
"Conditions of the above obligation is such"
"That the above bound Hiram H. Lewis"
"will truly and faithfully perform the duties"
"and trust committed to him as Administrator"
"of the estate of John Wilkins deceased, according"
"to law and will truly and promptly deliver"
to be appointed by the Probate Court of said County ^{Shoemaker}
"over to his successor" ever be appointed, all
such estate, goods, Chattel and assets and assign
to such successor all such rights and credits

as shall come of right belong to such
successor upon reasonable demand made
thereof, then the above obligation is to be void
and of no effect otherwise to be and
remain in full force and virtue in
law. Wherein H. Lewis & S. McLogan
Seal, And the said Plaintiff for a breach
of the condition of the aforesaid writing
obligatory; avers that while the said
Heiram H. Lewis was such Administrator
as aforesaid at the County and Sept
aforesaid, a large amount of the
personal assets goods & chattels credits
monies and effects of said decedent
came into the hands of the said Hiram H.
Lewis to be by him duly administered
according to law, to wit the sum of
two hundred dollars. And the said
Plaintiff further avers that after the said
Heiram H. Lewis Administrator as aforesaid
had so possessed himself of said personal
assets of said decedent to wit at the
February term of the Hendricks Probate
1845 the said Hiram H. Lewis was by an
order of said Court then and there removed
from his office and trust as such Administrator
and then and there by an order of the
said Court the aforesaid Rebetor was
duly appointed Administrator of the estate
aforesaid and took the oath of office and
to administer said estate as the successor
of the said Lewis removed as aforesaid.
as appears of record in said Court and
by the Letters to him granted, And said
Plaintiff further avers that the said Hiram H.

Lewis. while he was such Administrator
as. of or said did not perform, the duties
and trusts committed to him as such
as in the said plea of the defendant Helge
is alledged, but on the contrary thereof
wholly failed and neglected to convert
the said personal assets belonging to said
estate, which had duly come into his hands,
to be ^{by him} administered into money and
therein to pay the debts due from said
decedent, and costs of Administration
and all other costs and charges, but
wherefore the relator could not demand from the ^{assets} in his hands
removed to ports unknown, and wholly
failed to distribute said assets in due
course of law, and this said Plaintiff
is ready to verify wherefore he prays
Judgment.

And for a further breach of the
condition of the said writing obligatory, says, make
known. Because she says that the said. Gertrude H.
Lewis, as such Administrator, as aforesaid
after having duly taken upon himself the
Administration of the said estate, and
before his removal from said trust
as aforesaid, did receive in due course
of Administration of goods & chattels
monies, ^{notes} and effects belonging to said
estate of said Wilkes deceased amounting
to a large sum to wit to the sum of
one hundred and fifty dollars, that the
said Lewis, And run off to ports unknown
carrying with him said assets, and wholly
failing to duly administer said estate
and distribute the same in due course of
law, and was therefor for that cause

duly removed as aforesaid from said
 trust and the said Relator duly appointed
 his successor to administer said
 estate as aforesaid. And the said
 Plaintiff further avers, that the said
 Lewis has wholly failed to deliver
 over to the said Relator his successor
 the estate goods, chattels and effects in his
 hands to be administered, and owing
 to his removal no demand could be
 made of him for the same, wherefore
 the said defendants have not duly kept
 and performed the conditions of the
 aforesaid writing obligatory as in
 the said plea is alleged and
 thus the said Plaintiff is ready to
 verify wherefore she prays Judgment
 &c.

B. C. Sproul Atty for
 Plaintiff

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 to. & Geo of 1845
 the Legation

The State of the
 Nation of 1845
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 Nation. The Lewis &
 the Legation

Julia in open Court
 August 15th 1845
 J. D. Parker & Co

now the 1845

JOHN WILKINS

ESTATE

1845

HENDRICKS COUNTY, INDIANA