

Civil case of Franklin Gideon vs Emanuel Woods

Emanuel Woods	Submits listing of debts owed him by Frank Gideon	Dec. 1872-Jan 1873
Frank Gideon	Owes Emanuel Woods on receipt	
Frank Gideon	Plaintiff	No date
Emanuel Woods	Defendant - answer to plaintiff's complaint	
Emanuel Woods	Oath: Plaintiff is indebted to him & he'll offset this amount	
Emanuel Woods	Oath: Def. overpaid Plaintiff in a lumber sawing contract they had	
Emanuel Woods	Oath: Def. will offset amount plaintiff owes him back for sawing deal	
Emanuel Woods	Oath: Plaintiff damaged his equipment by leaving out in the winter	
Emanuel Woods	Oath: Def. will offset amount plaintiff owes him for damaged equipment	
Studabaker & Quinn	Attorneys for defendant	
Emanuel Woods	Owes Gideon on settlement; made partial payment	Oct. 21, 1873
Franklin Gideon	Received partial payment from Emanuel Woods	
Franklin Gideon	Plaintiff	Nov. 10, 1873
Emanuel Woods	Defendant; motioned for judgment to be set aside; now jury trial	
David Eley	JP	
Franklin Gideon	Plaintiff	Nov. 12, 1873
Emanuel Woods	Defendant	
William Merryman	Summoned to testify on behalf of plaintiff	
Thomas J. Shields	Summoned to testify on behalf of plaintiff	
Daniel Eley	Justice of Peace	
Franklin Gideon	Plaintiff	Nov. 17, 1873
Emanuel Woods	Defendant	
Thomas M. Mickle	Summoned to testify on behalf of defendant	
David Eley	JP	
Franklin Gideon	Won judgment against Emanuel Woods	Dec. 14, 1873
Emanuel Woods	Paid bond to appeal judgment found against him	
David Showers	Secured bond of Emanuel Woods	
David Eley	Justice of Peace	
David Eley	JP; submit transcript of proceedings of Gideon vs Woods	Dec. 29, 1873
Franklin Gideon	Plaintiff	March 3, 1874
Emanuel Woods	Defendant	
William Merryman	Summoned to testify on behalf of plaintiff	
A. J. Hill	Clerk	
E. A. Huffman	Deputy	
Franklin Gideon	Plaintiff	March 9, 1874
Emanuel Woods	Defendant	
Walker Bower	Summoned to testify on behalf of defendant	
A. J. Hill	Clerk	
E. A. Huffman	Deputy	
Franklin Gideon	Plaintiff	May 19, 1874
Emanuel Woods	Defendant	
William Merryman	Summoned to testify on behalf of plaintiff	
A. J. Hill	Clerk	
E. A. Huffman	Deputy	

Port ~~128~~-102-⁽²⁸⁾

No. 161 (file)

ADAMS CIRCUIT COURT.

Franklin Gideon

V.S.

Emanuel Woods

Appeal

Filed December 29 1878,

A. Miller Clerk.

By E. A. Huffman Deputy.

France & Miller

Attorneys.

State of Indiana, Before say Eley,
Adams County, Wash. Sp.
Frank Liden

vs } ¹⁵ ~~Plaintiff~~ Off set
Emmanuel Woods }

Comes now
the defendant and says
the plaintiff is and was
at the commencement of
this suit indebted to him
in the sum of One Hundred
& thirty five \$500 Dollars for
Goods wares and merchandises
for work and labor, and
for cash paid to plaintiffs
use And for money had
and received of ~~and~~ at plfs
Special instance and request
all of which is more particularly
set out in an account
herewith filed and made
apart of this answer -

Which ~~and~~ the defendant
offers to set off against an
amount equal to the plain-
tiffs Claim and demands
Judgment for the balance

Second: And for a second
paragraph of defendants
answer he says that - in
the year 1872 the Plaintiff
had a contract with the

Defendant to Saw lumber
for defendant at \$1.00 per
thousand feet. And that by
the terms of said Contract the
plaintiff was to measure the
lumber as sawed and re-
port to the defendant. That
the Plaintiff sawed a large
amount of lumber and re-
ported to the Defendant but
in measuring the same said
plaintiff did not correctly
measure said lumber and
in fact reported to Defendant
that he had sawed 20,000 feet
of lumber more than he
actually did saw. And
that on or about Dec. 2nd 1872
the Defendant settled with
plaintiff and paid plaintiff
for said sawing according
to said report. That at
the time the Defendant had
no means of knowing the
exact amount of sawing
done by the Plaintiff under
said Contract and has
since discovered that the
Plaintiff did fraudulently
report said measurement.

Wherefor the defendant asks
to have said settlement
corrected and that he be

be allowed the sum of
\$2800 on account of said
~~wrong~~ wrong report which
the defendant offers to set
off against like amount
that may be found due
the plaintiff.

Third: And for in third and
fourth paragraph of the
defendants answer and by
way of set off the defendant
says that the plaintiff con-
tracted with defendant to
saw lumber by the thousand
feet on the defendants mill
in Adams County. That
said plaintiff entered upon
said Contract and took
possession of said mill
and had ~~control~~ control and
management of the same
and that while in plaintiffs
possession the plaintiff in
the winter of 1872 and 73 care-
lessly and negligently left
said mill standing with
pumps and pipes full of
water and carelessly and
negligently permitted said
water to freeze in said
pumps and pipes and

and thereby burst and destroy
said pumps, Be, reason
whereof the Defendant sus-
tained damage in the sum
of ^{forty five, (45),} ~~thirty eight~~ Dollars
Which amount the Defendant
offers to set off against any
amount that may be found
due the plaintiff.

Stedabaker & Son
Svy for Deft

Franklin Gideon } November 4, 1873 The
 vs. } Plaintiff filed the
 Emanuel Woods } following account
 as his cause of action.

for fee	At suit	
city out	5	Emanuel Woods to Franklin
Sum	40	Gideon Jr. on Settlement \$102 ⁰⁰
default	25	Jr. By Cash 280 ⁰⁰
Judgment	25	Bal due Gideon \$74 ⁰⁰
<u>Debt</u>	25	November 4, 1873 Summons issued
		of that date made returnable.
Notice	25	November 8, 1873 at ten o'clock
Subpoena	40	P.M. and delivered to N. Baxter
	40	Court. November 8, 1873
Deid	1.00	Summons returned answered
Deid	1.00	Came to hand November 4, 1873
Plaintiff	25	November 4, 1873 Served on the within
		named by leaving copy at his
last fee		last and usual place of residence
		Service 25. Copy 25. Nilap on
last fee		Return to N. Baxter Court.
	435	November 8, 1873 And now to wit
		and on the day and at the
Witness for		cause set for the trial of this
W. K. Kuyman		cause as above stated comes the
	145	plaintiff but the defendant
		though three times called
		comes not but makes default
		and it appearing from the

Return of the Court as the
summons to him served and
delivered that the same were
served Nov. 4. 1892 and the
plaintiff having made proof
of his complaint it is there-
fore adjudged that the plaintiff
have and receive of and from
the defendant the sum of
Seventy four dollars with
costs and auditing costs
and interest from this date.

David Ely J. C.
November 10. 1892 on this day the
defendant Emanuel Woods
appeared before me and paid
all costs accrued in this suit
and moved that the above judgment
be set aside. It is
therefore ordered that said judgment
be set aside accordingly and
that the trial of this cause be set
for nine o'clock A. M. of the
17. day of November 1892 of which
notice is given to the plaintiff
November 13. 1892 Subpoena
issued on the part of the
plaintiff for J. J. Shields.

and Mrs. (Miss)man and
delivered to N. Butler Constable
November 17. 1892 Here and A. M.
Butler appeared Miller and Brown
for the plaintiff and Shields
and Quinn for the defendant
and the plaintiff files an
amended complaint in three
pages.

W. J. Williams
Plaintiff vs. Before E. J. Ely J. C.
Emanuel Woods
Defendant

W.
Emanuel Woods
Manekin, Gideon
plaintiff complains of Emanuel
Woods defendant and says that
the defendant is indebted to
him in the sum of One
hundred and two dollars as
settlement for work and labor
done and performed by the plaintiff
for the defendant and for his
travels and request on
account which account is filed
herewith and made a part
hereof which sum is not due
and remains wholly unpaid
and the plaintiff demands

Getmond of and from the defendant
on the issue of One hundred and
two dollars and other proper
relief. Miller & Frame

Sept 6 1877.

and the defendant filed his
answer in this set off in
three paragraphs in the State
of Indiana.

Adams Gentry. { Before Judge Wood & C.
Grand Gideon }

" { Answer off set
Emmanuel Wade }

Came now the plea

defendant does says the plaintiff
is not part at the commencement
of this suit, entitled to receive in
the sum of One hundred & thirty
five One dollar for goods to and
and merchandise for worth and
labor and for cash paid to
plaintiff use and for money
that was received & pld.

Spauld Indiana and request
all of which is more particularly
set out in an account filed
herewith filed and made a
part of this answer. Which

amount the defendant offers
to set off of equal amount
and to the plaintiff claim
and demands judgment for the
balance.

And does for a second paragraph
of defendant's answer he says
that in the year 1872 the plaintiff
had a contract with the defendant
to saw lumber of for defendant

1873 - for thousands feet and
that by the terms of said contract
the plaintiff was to measure
the lumber as sawed and report
to defendant that plaintiff sawed
a large amount of lumber
and reported to defendant but in
measuring the same said plaintiff
did not correctly measure said
lumber and he has reported to
defendant that he had sawed some
feet of lumber more than he actually
did saw. And that on or about

year 1872 the plaintiff defendant
settled with plaintiff and paid
plaintiff for said sawing and
to said report that at the time
the defendant had no means of
knowing the exact amount of sawing

done by the plaintiff agent said
contract and has since claimed
that the plaintiff did fraudulently
report said measurement whereas
defendant asks to have said
settlement corrected and that he
be allowed the sum of \$3000
on account of said wrong report
which the defendant offers to set off
against like amount that may
be found due the plaintiff.

This Act for a third and last
paraphrase of defendant's answer
and by way of set off the defendant
says that the plaintiff ^{defendant} contained
with the plaintiff defendant to
saw lumber by the thousand feet
on the defendant's mill in Adams
County that said plaintiff
entered upon said contract
and took possession of said mill
and had control and manage-
ment of the same and that
while in plaintiff possession
the plaintiff in the winter of
1872 and 3 carelessly and
negligently left said mill
standing with beams and pipes

full of water and carelessly
and negligently permitted said
water to freeze in said
beams and pipes and thereby
burst and destroy said

beams by reason whereof the
defendant sustained damage
for the sum of Forty five \$50
dollars which amount the
defendant offers to set off
against any amount that
may be found due the plaintiff.

Stated above sum
Settled for debt.

Frank Gibson to Emanuel Woods Jr.

Dec 2, 1872	To Cash	2.00
" " "	Paid Kusean	5.00
" " "	15 ft of betting	7.50
" " "	Spoke Light	3.00
" " "	W. H. P. n. n. n. board	7.00
May 1873	Cash paid Winnie	5.00
" " "	one empty stone	7.00
" " "	Wheel L. Co. Bl	20.00
" " "	one iron pump	35.00

To amount repaid on
sawing which was paid by
mistake in former settlement
the same being wrong measurement
of lumber 28.00

To and wooden pump 10.00

I Gideon John & Shy sworn
and examined as witnesses
for the plaintiff and J. J. Shields,
and Wm. Murphy and
E. Woods sworn and examined
as witnesses for the defendant
and after hearing the evidence
and argument of counsel
it is therefore ordered and
adjudged that the plaintiff
have and recover of and
from the defendant the
sum of Seventy four
dollars with his cost and
charging cost and with
interest from this date

David Eley J. P.

November 21. 1893 The plaintiff drops
an appeal from this judgment
to the Adams Circuit Court

December 14 1893 the plaintiff filed
his bond with David Shawen his
surety.

State of Indiana
Adams Circuit Court
I the undersigned a Justice of the
peace of Washington Township,
County Adams, Indiana
hereby certify that the above
and foregoing is a full true
and complete Manuscript of
all the proceedings and the
judgment had in the above
entitled cause as taken and
copied from my docket.
Witness my hand and seal
this 27. day of December 1893
David Eley J. P. (Seal)