Box ~~128~~ -102- (29)

No. 174 (Civil)

ADAMS CIRCUIT COURT.

Cottope F. Wolfley

VS.

Emanuel Woods

Appeal

Filed January 17 1874,

A. J. Hill Clerk.

By E. A. Huffman Deputy.

France & Miller

Attorneys.

Civil case of Gottlope Welfley vs Emanuel Woods

Gottlope Welfley	Plaintiff; complaint for unpaid account and rent for boarding	Dec. 24, 1873
James Michan	Was boarded by Gottlope Welfley	
A. Sriskamp	Was boarded by Gottlope Welfley	
Emanuel Woods	Defendant	
Heller & France	Attorneys for plaintiff	
Emanuel Woods	Summoned to answer Gottlope F. Welfly complaint for 125.00	Dec. 24, 1873
Gottlope Welfley	Complaint for 125.00 from Emanuel Woods	
David Eley	Justice of Peace	
William Blackburn	Constable; served summons	Dec. 25, 1873
Emanuel Woods	Defendant; defaulted by not appearing in court	Dec. 29, 1873
Gottlope Welfley	Plaintiff; judgment is in his favor	
David Eley	Justice of Peace	
Emanuel Woods	Appeals judgment & files appeal bond	Jan. 16, 1874
John King, Jr.	Secured bond of Emanuel Woods	
David Eley	JP: Oath of true copy of transcript from his docket	Jan. 19, 1874
Gatlope F. Welfry	Plaintiff	March 3, 1874
Emanuel Woods	Defendant	
Kirkland Pratt	Summoned to testify on behalf of defendant	
A. J. Hill	Clerk	
E. A. Huffman	Deputy	

No. 24 $71.41

Gottlope F. Welfley } December 24. 1893 the
vs. } plaintiff filed the follow-
Emanuel Woods } ing complaint as his cause
of action to wit.

O.P. fees	State of Indiana
Tiling compt 5	Adams County
Sum 40	Gottlope F. Welfley
Default 25	vs.
Judgment 25	Emanuel Woods
Docket 60	
Transcript 50	

Before Esq Eley O.P. of Washington J.P.

The plaintiff complains of the defendant and says that the defendant is indebted to ~~him~~ the plaintiff in the sum of One hundred and twenty five Dollars for goods wares and merchandise sold by the plaintiff to the defendant and for rent on in lot No. 49 in Decatur Adams County Ind. from the 3. day of May 1893 to the 18. of May 1893 which account if herewith filed and made a part of this complaint which sum is now due and remains wholly unpaid and the plaintiff demands judgment of and

Const fees	
Service	25
Copy	25
Mileage	20
Return	60

from the defendants in the sum of One hundred and twenty five Dollars and other proper relief

2 paragraph and for a second and further paragraph of the plaintiffs complaint the plaintiff complains of the defendant and says that heretofore to wit on the 3 day of May 1873 the plaintiff and defendant ~~were~~ entered into partnership in the grocery business and entered the sum of to May 11. 1873. and the defendant had control of the books of the firm and still has them and collected the same and the plaintiff demands judgment of and from the defendant in the sum of fifty Dollars as his share of the proceeds of the partnership which the defendant has collected and converted to his own use to the plaintiffs damage in the sum of $50 00

Heller & Frame
Attys for Plf

Mr. E. Woods Decatur Ind Nov 10 1873.
his A Statement

May 25. 1871	Dr. to	3. Lemonade 35 S. 1 B.	60
June 17. 187	" "	4 B.	20
" 21	" "	2 A	20
" 29	" "	2 Sam	20
July 1.	" "	4. B.	20
Dec 7	" "	2 A	20
March 15. 1872	" "	3. 2. S. 1. B.	45
" 28	" "	Cash	1.25
April 5.	" "	3 B.	15
" 12	" "	3 B.	15
" 19	" "	5. S	25
May 9	" "	1 B. 3 Sam	15 ~~70~~
" 25	" "	6 Sam 2 S.	70
" 27	" "	5 Sam 2 B. 1 A	70
" 28	" "	2 S. 20 B.	1.20
" 29	" "	2 S. 4 B.	40
Dec 7	" "	1 dish Oysters	25
January 6. 1873	" "	1 "	25
" 6	" "	2 B.	35
April 8	" "	Cash	1.00

May 2. 1873 Emanuel Woods Dr. to Gottlobe F. Wilfley to boarding James Meehan from May 2. 1873 to June 28 1873 Eighty weeks at three

Dollars and half per week $28.00
May 20. 1873 to boarding S. Kiscamp
from May 20. 1873 to July 2. 1873
Six weeks $3.50 per week and one day $21.50
December 24. 1873 Summons
issued of that date made returnable
December 29. 1873 at ten o'clock A.M.
and delivered to W. Blackburn court.
December 29. 1873 Summons
returned indorsed Cannot to hand
December 25. 1873 December 25. 1873
Served by certified copy left at
the defendant last usual place of
residence Copy and Service 50 Mileage 20
Return to William Blackburn constable
December 29. 1873 And now to
wit and on the day and at the
hour set for the trial of this cause
as above stated comes the plaintiff
who being duly sworn and examined
as a witness on the part of the
plaintiff and the defendant though
three times by the constable called
comes not but makes default
and it appearing from the

return of the constable on the
summons to him directed
and delivered that the defendant
herein has been duly served
with process at least three days
before the time set for the trial
hereof by a certified copy left at his
last and usual place of residence
and the plaintiff having
made proof of his complaint
it is therefore ordered and adjudged
that the plaintiff have and
recover of and from the
defendant the sum of
Seventy one Dollars and
forty one cents with his costs
and accruing cost and interest
from this date.

David Eley J.P.

I the undersigned a Justice of
the peace of Washington town
ship in and for Adams
County and State of Indiana
hereby certify that the above
and foregoing is a full true

and complete copy of the proceedings and Judgment had as taken and copied from my docket.

Witness my hand and seal this 19. day of January 1874

David Eley J.P. (seal)

January 16. 1874 This day came the plaintiff in the above entitled cause and files appeal-bond with John King Jr. his security and prays an appeal from this Judgment to the Adams Circuit Court.

No. 72. Braden & Burford, Printers, Indianapolis, Ind.

APPEAL BOND.

We, Emanuel Woods and John King Jr
John King Jr acknowledge ourselves bound to
Gotlobe J. Welfley, in the penal sum of
One hundred and Thirty Dollars.

Witness our hands and seals, this 16 day of Jenery 1874.

Whereas, Said Gotlobe J Welfly within thirty days last passed obtained judgment against Emanuel Woods before David Eley J. P., for Seventy one Dollars and 41 Cents, with costs taxed two Dollars and fifteen Cents, and said Emanuel Woods has appealed therefrom; now if the said Emanuel Woods shall prosecute his appeal to final judgment, and pay such judgment as may be rendered against him on such appeal, this bond shall be null and void, else in force.

Emanuel Woods SEAL.

John King Jr SEAL.

Taken and approved this 16 day of January 1874

David Eley J. P.

SUBPOENA---Circuit Court.

The State of Indiana, Adams County, ss:

To the Sheriff of Adams County, Greeting:

We Command You to Summon

Kirkland Pratt

to appear in the Adams Circuit Court, on ~~the~~ day of Forthwith 187 , to testify in an action wherein

Gottope F. Welfley

is Plaintiff, and

Emanuel Woods

is Defendant, for the Defendant

and of this Writ make due service and return.

In Testimony Whereof, I have hereunto subscribed my name, and affixed the Seal of said Court, at my office, in Decatur, this 3 day of March 1874

A Jesse

Clerk Adams C. C.

E A Hoffman

State of Indiana
Adams County
The State of Indiana to any
constable of Washington township
You are commanded to summon
Emanuel Woods to appear before
me at my office on the 29 day
of December 1877 at ten o'clock
A. M., to answer Gotlope
F. Welfley on a complaint wherein
he claims One hundred and
twenty five Dollars and have then
and there this writ.

Dated this 24. day of December 1877

David Eley J. P.

State of Indiana
Adams County
Gallope F Wilfley
vs
Emanuel Woods

Before esq
Eley J P
of Washington
J P

The plantiff complains of the defendant and says that the defendant is indebted to the Plantiff in the sum of one hundred and ~~Seventy~~ Twenty five Dollars on Book account for goods wares and Merchandise sold by the plantiff to defendant and for rent on in lot No 49 in the Town of Decatur Adams County Ind from the 3 day of Marry 1873 to 18 of May 1873 which account is herewith filed and made a part of this complaint which sum is now due and remains wholly unpaid

Nov 14th 1873 and for damages a fence for boards held [illegible]

and the plaintiff demands Judgment of and from the defendant in the sum of one hundred and ~~seventy~~ twenty five Dollars and other proper relief

~~Hellen Ed Trumbe~~
~~Atty for Plfft~~

2 paragraph and for a second and further paragraph of the plaintiff complaint the plaintiff complains of the defendant and says that heretofore to wit on the 3 day of May 1873 the plaintiff and defendant entered into partnership in the grocery business and entered the same up to May 18 1873 and the defendant had control of the Books of the firm and still has them and collected the same and the plaintiff demands Judgment of and from the defendant in the

sum of fifty Dollars as
his share of the proceeds
of the partnership, which
the defendant has collected
and converted to his own
use to the plaintiffs damage in
the sum of $50.00

Holler and Thorne
Attys for Plft

Mr E Woods

Decatur Ind

Nov 10th 1873

bill A Statement

May 25th 1871	Dr To 3 Lemonades @ 5c & 1 B	60
June 17th 1871	" " 4 B	20
" 21th	" " " 2 a	20
" 27 "	" " " 3 Lem	30
July 1st	" " " 4 B	20
Dec 7th	" " " 2 a	20
March 15th 1872	" " 3 a 2 S 1 B	45
" 28th	" " " Cash	1 25
April 5th	" " " 3 B	15
" 12th	" " " 3 B	15
" 19th	" " " 5 S	25
May 9th	" " " 1 B 3 Lem	35
" 24th	" " " 6 Lem 2 S	70
" 27th	" " " 4 Lem 2 B 1 a	70
" 28th	" " " 2 L 20 B	1 20
" 29th	" " " 2 L 4 B	40
Dec 4th	" " " 1 Desh oysters	25
January 6th 1873	" " 1 " "	25
" 6th	" " " 2 B "	35
April 8th	" " " Cash	1 00

May 2 1873 Emanuel Woods Dr
to Gollope F Wilfly
to Boarding James Mehan
from May 2 1873 to June
28th 1873 eight weeks
at Nine Dollars and one half
per week $28.00

May 20th 1873
to Boarding A Kiscemp
from May 20th 1873 to July
2 1873 six weeks at $3.50
per week and one day 21.50