50/11

JULY 1846 #81

T. P. WILKINSON
VS
W R Redding
W T Newlord

} debt

Chariton

for work + Labor
saddle + harness maker

labor

Missouri

Pleas at the Courthouse of Chariton County on Saturday the 10th day of May A D 1845 before the honorable James H Clark Judge of the Eleventh Judicial district within and for said state,

BE it remembered that heretofore towit at a circuit court held for the County of Chariton at the Courthouse thereof on Monday the 5th day of May 1845 came Wm R Redding and filed in said Court a Transcript from the Docket of Joseph McDearman a Justice of the peace within and for said County of Chariton of which the following is a true copy.

Thos P Wilkinson
vs
Wesley T Newbold
Isaac I Aldworth and
Wm R Redding

Action on an account for $47 72/100 Summons issued on the 23rd of November 1844 returned executed according to law - by Thos B Edgar Constable on the defendants Redding and Newbold Aldworth not found - Suit discontinued as to Aldworth 4th January 1845 the parties called the issue was made up and the cause continued till April 5th 1845 - the case being called appeared and agreed to go to trial. Whereupon a Jury was sworn and after hearing all the evidence which [illegible] being able to agree returned without a verdict and were discharged: the case was then submitted to the court and Judgment rendered against defendants Newbold and Redding for $47 72/100 Debt and also for costs - the defendants appealed from the decision of the Court which was allowed and filed an appeal bond as the law directs

I McDearman J.P.

I hereby certify the above is a true copy from orig.

Docket Given under my hand this 15" day of April AD 1845 I McDearman J.P.

The account. Summons and appeal bond refered to in the foregoing transcript are in the following words and figures to wit:

"Account"

Messrs Wesley T Newbold Isaac I Alsworth and William R Redding

1844 To Thomas F Wilkinson Dr

November 13" To Board of William Price from 18" March to 27" October 1844 @ $1.50 per per week E E $47.79

"Summons"

The State of Missouri To the Constable of Muscleforks Township in Chariton ~~Township~~ county Greeting We Command you to summon Wesley T Newbold Isaac I Alsworth & Wm R Redding to appear before the undersigned one of the Justices of the peace within ~~and~~ of Muscleforks Township in Chariton County on the 4" day of January AD 1845 at ten Oclock in the forenoon of that day at my Office in Keytesville in the same township to answer the Complaint of Thomas F Wilkinson Given under my hand this 23rd day of Nov 1844

I McDearman J.P.

Const Return "endorsed"

Executed the within by reading the same to William R Redding. Wesley T Newbold in Muscleforks township on the 24" day of Novr 1844 Isaac I Alsworth not found in the Township Thos B Edgar Const of said township

"Appeal Bond"

We the undersigned Wm R Redding and Nathan W Savage acknowledge ourselves indebted to Thomas F Wilkinson in the sum of fifty five dollars to be void upon this condition. Whereas Wm R Redding has appealed from the Judgment of Joseph McDear

-man a Justice of the peace in an action be-
tween, Thos P Wilkinson plaintiff and said Wm.
R Redding Isaac I Alsworth and Wesley T New
bold defendants. Now if on such appeal the
Judgment of the justice be affirmed or if on the
trial anew in the Circuit Court. Judgment be
given against the appellant and he shall
satisfy such judgment or if his appeal shall
be dismissed. and he shall pay the judgment
of the Justice together with the costs of the appeal
the recognizance shall be void.

Attest Wm R Redding
Joseph McDearman } N W Savage

At a Circuit Court continued and held for the
County of Charlton at the Courthouse thereof Friday the
the 9th day of May 1844

Thomas T Wilkinson Plt & appellee
against } Appeal.
Wesley T Newbold & Wm R Redding Dfts & appellees

This day came the parties by their attornies &
neither party requiring a jury the cause was then
submitted to the Court - Whereupon the evidence &c
being fully heard It is ordered that the plaintiff
recover against the said defendant William R
Redding and Nathan W Savage his security
the sum of forty seven dollars and seventy nine cents
damages with interest at the rate of six per cent per
annum from the date hereof till paid. together
with all his costs by about his suit in this
behalf expended and that he have thereof exe-
cution &c

And Now at this day to wit the day & year
first herein written came the parties by their at
tornies and the said defendant William R
Redding by his attorney moved the Court in writing
to setaside the verdict in this cause and grant him
a new trial for reasons in said motion set forth

2

which said Motion came on to be heard and was argued by Counsel on consideration whereof it is ordered that the said Motion be overruled and thereupon the said defendants William R. Redding and Nathan W Savage by their attorney prayed an appeal to the Supreme Court & produced & filed the affidavit of the said William R Redding, in writing which was sworn to in open court & ordered to be filed as a matter of record — and an appeal allowed accordingly — Whereupon came the said defendant William R Redding and Nathan W Savage with Charles Hayford their security & acknowledged themselves to owe and be indebted to the plaintiff Thomas P Wilkinson in the sum of One hundred & fifty dollars to be made and levied of their respective goods and chattels lands and tenements to the use of the said plaintiff ~~[illegible]~~ rendered. But to be void upon condition that the plaintiff defendants will prosecute their appeal with due diligence to a decision in the Supreme Court and if the judgment appealed from is affirmed or their appeal dismissed they will pay whatever damages & costs have been recovered against them by the judgment of this court or that they will also pay all costs & damages that may be adjudged against them in the Supreme Court upon their appeal — And the defendants by their Counsel produced & filed their bill of exceptions to the Opinion of the Court in overruling their Motion to set aside the verdict & grant them a new trial setting forth all the evidence which was received signed & sealed by the court & ordered to be made apart of the record in this cause, the Motion Affidavit and Bill of exceptions referred to in the foregoing ~~bill~~ judgment are in the

following words and figures to wit:
"Motion"
W R Redding & W T Newbold
ad
Thos P Wilkinson } appeal

The said defendant William R Redding by his attorney moves the Court to setaside the verdict in this Cause and to grant him a new trial —
1 Because the verdict is against evidence.
2 Because the verdict is against law
3. Because there was no sufficient evidence to sustain the verdict Stringfellow.

Redding & Newbold
ad
Wilkerson And the said defendant W R Redding by his attorney moves the Court to setaside and arrest the judgment in this Cause Because the Court in overruling defendants motion to set aside the verdict and grant him a new trial Stringfellow for Deft.

"Affidavit"
W R Redding & W T Newbold
ad
T P Wilkerson } In Charlton Circuit Court.

William R Redding being sworn saith that this affiant & N W Savage do not appeal from the judgment of the Circuit Court of Charlton County in a certain Cause in which said Thomas P Wilkerson was plaintiff and William R Redding and Wesley T Newbold were defendants for veration or delay but because the affiant believes that the appellants are aggrieved by the judgment of the court. Wm R Redding
Subscribed and sworn to in open court this 10th May AD 1845 E B Cabell Clerk

"Bill of Exceptions"

W R Redding & W T Newlold
als
Thomas P. Wilkerson } Appeal May Term 1845

BE it remembered that at this the May term of the Chariton Circuit Court and on the day of May AD 1845 this Cause Came on to be tried before the Court setting as a jury and thereupon the plaintiff introduced and read in evidence the following instrument of writing, Articles of agreement made between Wesley T Newlold of the first part and William R Redding and Isaac I Alsworth of the second part this fifth day of August AD 1843. Witness that for the Consideration herein after ~~mentioned~~ expressed the said party of the first part doth hire himself to said parties of second part and bind himself to labour for them for the term of one year from this date at the trade of saddler and harness maker in Keytesville, Chariton County Missouri - In Consideration whereof said parties of the second part do hereby bind themselves to provide and furnish materials sufficient to occupy the time and labour of said Newlold for said term To furnish a Shop - fuel and to pay all necessary expenses which may be incurred in carrying on the business aforesaid - The said Newlold to provide his own tools of trade, In Consideration whereof and of the labour of said Newlold said parties of the second part agree and bind themselves to give as Compensation & pay to said Newlold one half the profits of said business the Costs of materials being first deducted out of the proceeds of the sales - said parties of the second part also hereby agree that said Newlold shall have the entire direction and

management of the works to be done and as their agent shall sell and dispose of the same
In testimony whereof said parties have hereunto set their hands & seals the day and date first above written

W T Newbold (Seal)
Wm R Redding (Seal)
I I Alsworth (Seal)

and a witness William Price who testified that in March 1844 W T Newbold the defendant sent him to Wm Wilkerson the Plaintiff to board that he continued to board with Wilkerson until October 1844 - That his board was he believes at one Dollar and fifty cents per week, That during this time he worked with Newbold in the shops in Keytesville - That W R Redding and I I Alsworth as he understood were the owners of the Shops - and that Newbold was working for them - That he the witness three years before July 1844 agreed to work with Newbold for three years - his time ended July 4th 1844 - That Newbold when they contracted was to board him the witness - to give him a set of tools and some additional compensation such as clothing &c. That witness had no engagement of any kind with Redding the defendant - he works for Newbold in the shops of Redding & Alsworth, Plaintiff then introduced a witness C D Colwell who testified that the witness Price boarded with him before he went to board with Wilkerson - That Newbold told him at the time that Price was sent to board at Wm Wilkersons That he had contracted with Wilkerson upon the same terms as he had with him the witness That Newbold had when he put Price to board with him the witness agreed to pay witness in meat or any other article for which

witness would have to pay cash, or in any saddlery the witness might need. witness then knew nothing of any agreement between the defendant Newbold and Redding and Als-worth. Newbold said he could sell his work for such things easier than he could for money and could thus pay him easier - It was ad-mitted that Newbold and Redding & Alsworth after the time for which Newbold was bound to work divided the accounts & debts according to the terms of the agreement read in evidence.

James A. Clark (Seal)

State of Missouri County of Chariton SS

I Edward B Cabell Clerk of the Circuit Court within and for said County do certify that the fore-going is a true transcript from the record and judicial proceedings of said Court & contains the record and proceedings in a certain suit lately pending in the said Court between Thomas P Wilkinson Plaintiff & appellee and William R Redding & Wesley T Newbold defendants & appel-lants with all things touching the same as fully and wholly as they exist among the records of the court aforesaid

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Office in Keytesville this 6th day of June 1845

E B Cabell Clerk
By T. P. Wilkinson D C

Costs

E B Cabell Clerk	$7-95
Jno M Davis Stff	1.43
J McDearmon Jas.	118 3/4
T B Edgar Const	1.25
Jas Gains Do	30
Wm Price Witness	2.60

~~137~~ 37. ~~21~~

(~~33~~), (31)

J. F. Wilkinson

" } Copy Record

Redding & Savage
apts.

(For the Supreme court)

Filed June 21. 1845.
H. L. Boon CR

Charitoon

Redding & Savage
vs
Wilkerson

The said appellants move the Court for a writ of certiorari to be issued to the Clerk of the Circuit Court of Charlton County directing & requiring him to send up a true and correct copy of the record and proceedings in this Cause—

Because there is no correct copy of the Bill of Exceptions filed in said Cause— Because it does not shew the judgments of the Court on the motions for a new trial and to set aside judgment—

E. J. Tringfellow
for Appellants

Redding & Savage
vs
Wilkinson

Motion for Certiorari

Filed July 9th 1845
H. L. Boon Clk

State of Missouri, Sct.

The State of Missouri, To The Judge of the Eleventh Judicial Circuit. . . . . Greeting.

Whereas it hath been suggested to our Supreme Court of said State that the Transcript of the Record and Proceedings filed in our said Court in a certain cause, wherein Redding and Savage are appellants and Thomas P. Wilkerson is appellee and which has been certified to us from the County of Chariton, in the Judicial Circuit aforesaid is imperfect and diminished, because in said transcript there is no correct copy of the Bill of Exceptions filed in said cause and because said transcript does not show the judgments of the Court on the motions for a new trial, and to set aside judgment; And forasmuch as our said Supreme Court are not satisfied that there is a full and perfect record sent in the cause aforesaid, but that the same is imperfect and diminished, There are therefore to command you, that a full, true and perfect record in said cause you transmit to our Supreme Court aforesaid on or before the first day of the next Term thereof to be held at the City of Jefferson, on the second Monday in January next, to the end that speedy justice may be done in the premises, as the law directs, and have you then and there this writ.

Witness Hampton L. Boon Clerk of our said Supreme Court, at Office, in the City of Jefferson, this Twelfth day of December, in the Year of Our Lord, One thousand Eight hundred and forty-five.

H. L. Boon

In Obedience to the command of the within writ I E B Cabell Clerk of the Circuit Court within and for the County of Chariton and State of Missouri, have made out and here=with return a true transcript of the within entitled cause.

E B Cabell Clerk

January 6th 1846

State of Missouri, County of Chariton } SS

Be it remembered that heretofore Court; On Monday the 5th day of May A.D. 1845, came William R Reading & Wesly S Newbold and filed in said Court a Transcript taken from the docket of Joseph M. Dearmon a justice of the peace within and for Musclefork Township in said County of Chariton, together with the Orjinal papers of a suit lately pending before said Justice Wherein Thomas P Wilkinson was Plaintiff and the said Redding & Newbold were defendants. which said transcript & papers are in the following words and figures, Towit

Tho.P. Wilkinson

vs

Wesley S Newbold Isaac I Alsworth and Wm R Redding } action On an Account for $47.79/100

Summons Issued On the 03rd of November 1844 Returned Executed according to law by Tho.B Edgar Constable on the defendants Redding and Newbold, Alsworth not found Suit discontinued as to Alsworth 4th January 1845 The parties caled the issue was made up and the cause continued tile April 5th 1845 The cause being caled appeared and agreed to go into trial Whereupon a Jury was sworn, and after hearing all the evidence Retired and not being able to agree Returned without a virdict and was discharged the cause was then submitted to the court and Judgement rendered against defendants Newbold and Redding for $47.79/100 Debt and also for costs the defendants appealed from the desission which was allowed and filed an apeal bond as the law directs

J. McDearmon J.P.

I hereby certify the above is a true copy from my Docket, given under my hand this 15th day April A.D. 1845 J McDearmon J.P.

And the account upon which the suit was brought is in the following words & figures Towit

Missus Wesly S Newbold Isaac I Alsworth & William R Reading

1844 To Thomas P Wilkinson Dr

November 13th To Board of William Price from 18th March 1844 to 27th October 1844 @ $1.50/100 per week $47.79

E E

which accound in endorsed," filed 8th Nov. J. McD. J.P.

"And The Summons issued is in the following words & figures Towit

The State of Missouri, To the Constable of Musclefork Township in Cha=
=ritow County Greeting. We command you to Sumon Wesley T Newbold
Isaac I Alsworth & Wm R Redding to appear before the undersigned One
of the Justices of the peace of Musclefork Township in Charitow County On
the 4th day of January A.D. 1845 at ten Oclock in the forenoon of that
day at my Office in Keytesville in the same Township to Answer the
complaint of Thomas P Wilkinson. Given under my hand this 23rd day
of Nov 1844 J. McDearmon J.P.

& the endorsement on the said Summons is in the following words & figures
Towit, Executed the within by reading the same to William R Redding
Wesley T Newbold in Musclefork Township On the 24th day of Novr
1844 Isaac I Alsworth not found in the township

Thos B Edgar Const of said
Const fee .50 cents Township

And the appeal Bond aforesaid is in the following words &
figures Towit," We the Undersigned Wm R Redding and Nathan W Sa=
=vage acknowledge ourselves indebted to Thomas P Wilkinson in the sum
of fifty five dollars to be void upon this condition, Whereas Wm R
Redding has appealed from the Judgment of Joseph McDearmon a
Justice of the peace in an action between Thos P Wilkinson plaintiff
and said Wm R Redding Isaac I Alsworth and Wesley T Newbold de=
=fendants Now if on such appeal the Judgment of the Justice be af=
=firmed or if on the trial a new in the circuit Court Judgement be
given against the appellant and he shall satisfy such Judgement
or if his appeal shall be dismissed and he shall pay the Judge=
=ment of the Justice together with the costs of the appeal, the re=
=cognizance shall be void Wm R Redding
Attest N. W. Savage
Joseph McDearmon J.P.
Afterwards, Towit.

At a Circuit Court continued & held for the County
Charitow at the Court house & hereof on Friday the 9th day of May

A.D. 1845 — Thomas P Wilkinson plft & appler
against
William R Redding & Wesley T Newbold Deft & appltts } Appeal

This day came the parties by their attorneys & neither party requiring a Jury the cause was submitted to the Court, Whereupon the evidence &c being fully heard, It is ordered that the plaintiff recover against the defendants William R Redding & Nathan W Savage his security the sum of forty seven dollars & seventy nine cents damages with interest after the rate of six per cent per annum from the date hereof till paid, together with all his costs by him about his suit in this behalf expended & that he have thereof execution &c

And now at this day Towit, at a Circuit Court continued & held for the County of Charlton at the Courthouse thereof on Saturday the 10th day of May A.D. 1845

Thomas P Wilkinson Plft & appler
against } Appeal
William R Redding & Wesley T Newbold Dft & appltts

This day came the defendant William R Redding by his attorney & filed his motions in writing praying the court to set aside the verdict & grant him a new trial & to set aside & arrest the Judgment in this cause for reasons in said motions stated which said motions came on to be heard & were argued by counsel on consideration whereof It is ordered that the said motions be overruled and thereupon the said defendant William R Redding by his attorney prayed an appeal to the supreme court & filed his affidavit in writing which was sworn to in open court & ordered to be filed as a matter of Record & an appeal allowed accordingly.

Whereupon came the said defendant William R Redding with Nathan W Savage & Charles Heryford his securities and acknowledged themselves to owe & be indebted to the plaintiff Thomas P Wilkinson in the sum of one hundred and fifty dollars to be levied of their respective goods & Chattels lands & tenements to the use of said plaintiff rendered, But to be void upon condition that the defendant William R Redding will prosecute his appeal with due diligence to a decision in the Supreme court, & if the Judgment appealed from is affirmed or his appeal

dismissed he will pay whatever of damages & costs have been recovered against him by the judgment of this court together with interest that shall grow due thereon or that he will otherwise perform the judgment of this court & that he will also pay all costs & damages that may be adjudged against him in the Supreme court upon his appeal; And the defendant by his attorney produced & filed his bill of exceptions setting forth all the evidence which was received Signed & Sealed by the Court & ordered to be made a part of the record in this cause.

The Motions, affidavit & Bill of exceptions referred to in the foregoing Order are in the following words & figures, towit,

W R Redding & W. T. Newbold
ads
Ths P Wilkinson } appeal

The said defendant William R Redding by his attorney moves the court to set aside the verdict in this cause and to grant him a new trial

1 Because the verdict is against evidence
2 Because the verdict is against law,
3. Because there was no sufficient evidence to sustain the Verdict

Stringfellow

Redding & Newbold
ads
Wilkinson

And the said defendant W. R. Redding by his attorney moves the court to set aside and arrest the judgment in this cause, Because the court in overruling defendants Motion to set aside the verdict and grant a new trial

Stringfellow for deft

And the affidavit is in the following words &c Towit

W R Redding & W. T. Newbold
ads
T. P. Wilkinson } In Charitow Circuit Court

William R Redding being sworn saith that this affiant & N. W. Savage do not appeal from the Judgment of the Circuit court of Charitow County in a certain cause in which

Thomas P Wilkinson was plaintiff and William R Redding and Wesley T Newbold were defendants for vexation or delay, but because the affeant believes that the appellants are agrieved by the judgment of the Court

Wm R Redding

Subscribed and Sworn to in Open court this 10th May A.D. 1845

E B Cabell Clerk

Agden, The Bill of Exceptions is in the following words & figures, To wit,

W. R. Redding & W T Newbold

ads appeal, May Term 1845.

Thomas P Wilkinson

Be it remembered that at this the May term of the Chariton Circuit Court and on this the day of May A.D. 1845 this cause came on to be tried before the court sitting as a Jury. And thereupon the Plaintiff introduced and read in evidence the following Instrument of writing, viz, Article of agreement made between Wesley T Newbold of the first part and William R Redding and Isaac I Alsworth of the second part this fifth day of August A.D. 1843 Witness, That for the consideration herein after expressed the said party of the first part, doth hire himself to said parties of second part and bind himself to labour for them for the term of one year from this date at the trade of saddler and harness maker in Keytesville, Chariton County Missouri — In consideration whereof said parties of the second part do hereby bind themselves to provide and furnish Materials sufficient to occupy the time and labour of said Newbold for said term — To furnish a shop, fuel and to pay all necessary expences which may be incurred in carrying on the business aforesaid. The said Newbold to provide his own tools of trade. In consideration whereof and of the labour of said Newbold said parties of the second part agree and bind themselves to give as compensation & pay to said Newbold one half the profits of said business, the cost of Materials being first deducted out of the proceeds of the sales — said parties of the second part also hereby agree that said Newbold shall have the entire direction and management of the work to be done and as their agent shall sell and dispose of the same. In testimony whereof said parties have hereunto set

thier hands & Seals the day and date first above written

W. T. Newbold (Seal)
Wm. R. Redding (Seal)
I. I. Alsworth (Seal)

And a Witness William Price who testified that in March 1844 W T Newbold the defendant sent him to Wilkersons the plaintiff to board, That he continued to board with Wilkerson until October 1844. That his board was he believes at one dollar and fifty cents pr Week; That during this time he worked with Newbold in the shop in Knoxville. That W. R. Redding and I. I. Alsworth as he understood were the owners of the shop and that Newbold was working for them, That he the Witness three years before July 1844 agreed to work with Newbold for three years his time expired July 4th 1844. That Newbold when they contracted was to board him the Witness to give him a set of tools and some additional compensation such as clothing &c That Witness had no engagement of any kind with Redding the defendant He worked for Newbold in the shop of Redding and Alsworth. Plaintiff then introduced a Witness C. I. Cabell who testified that the Witness Price boarded with him before he went to board with Wilkerson, That Newbold told him at the time that Price was sent to board at Wilkersons, that he had contracted with Wilkerson upon the same terms as he had with him the Witness that Newbold had when he put Price to board with him the Witness agreed to pay Witness in meat or any article for which Witness would have to pay cash or on any saddery the Witness might need. Witness then knows nothing of any agreement between the defendant Newbold and Redding and Alsworth. Newbold said he could sell his work for such things easier than he could for Money and could thus pay him easier. It was admitted that Newbold and Redding & Alsworth, after the time for which Newbold was bound to work, divided the accounts & debts according to the terms of the agreement read in evidence — James A Clark — (Seal)

State of Missouri, County of Chariton } ss

I E.B. Cabell clerk of the Circuit Court within and for said County of Chariton, do certify that the annexed foregoing is a true transcript of the foregoing entitled cause as appears from the records and files of said Court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at Office, this sixth day of January A.D. 1846

Edward B. Cabell clerk

Memorandum of the costs Court

Thos P. Wilkinson
vs
Wm R Ridding & W. T. Newbold } appeal

To the Clerk of Charlton Circuit Court

For appeal, 25 – appearance 20 – trial 50.	$ " 95
Judgmt., 50 – filing 5 papers 31	.81
Sub. 50 – swearing 2 witnesses 12, Mo for new trial 25	.87
Order overruling same 25 – filing affidavit 25 swearing to same 6.	.56
appeal to supreme Court 25. taking bond 25	50
writing Bond .50 – order filing bill of Exceptions & 25	75
Copy of Record 3.000 words $3. Certificate & Seal 50	3.50
	7.94

To Jos. McDavis Sheriff For Summoning 3 witnesses $1.50
For calling parties & case .30
For calling 3 witnesses .15 — 1.95

To Jos. McDearmun J. Peace	1.18¾
To Thos B. Edgar Const.	1.25
" Jas. Gains Const	.50
" Wm Price a witness 3 days & 11 miles	2.60
	15.42¾

Ridding & Savage
vs
T. P. Wilkinson
Amended Record.

Filed Jany 10. 1846
H. L. Boon CC

State of Missouri, County of Chariton } ss

I E.B. Cabell clerk of the Circuit Court within & for said County of Chariton, do certify that the annexed foregoing is a true transcript of the foregoing entitled cause as appears from the records and files of said Court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at Office, this sixth day of January A.D. 1846

Edward B. Cabell clerk

Memorandum of the costs Court

Thos P. Wilkinson
vs
Wm R Ridding & W. T. Newbold } appeal

To the Clerk of Charlton Circuit Court

For appeal, 25 – appearance 20 – trial 50.	$ " 95
Judgmt., 50 – filing 5 papers 31	.81
Sub. 50 – swearing 2 witnesses 12, Mo for new trial 25	.87
Order overruling same 25 – filing affidavit 25 swearing to same 6.	.56
appeal to supreme Court 25. taking bond 25	50
writing Bond .50 – order filing bill of Exceptions & 25	75
Copy of Record 3.000 words $3. Certificate & Seal 50	3.50
	7.94

To Jno. McDaves Sheriff For summoning 3 witnesses $1.50
For calling petitioner & case .30
For calling 3 witnesses .15 — 1.95

To Jos. McDearman J. Peace	1.18¾
To Thos B. Edgar Const.	1.25
" Jas. Gains Const	.50
" Wm Price a witness 3 days & 11 miles	2.60
	15.42¾

Ridding & Savage
vs
T. P. Wilkinson
Amended Record.

Filed Jany 10. 1846
H. L. Boon clk

William R Redding & N. W Savage
vs
Thomas P Wilkerson

Appeal from
Chanton Circuit Court
Mt Supreme Court
January Term 1846

And the said appellants by their attorney come and say that there is manifest error in the record and proceedings of the Circuit Court of Chanton County in the above entitled cause, and for error shews

1 The Circuit Court sitting as a jury erred in finding a verdict for the appellee, when in law the verdict should have been for the appellants

2 The Court erred in refusing to set aside the verdict

3 The Court erred in overruling plaintiffs motion to set aside the verdict & grant him the appellant a new trial

4 The Court erred in overruling appellants motion to arrest the judgment

Wherefore for the manifest errors aforesaid & for other errors in said record & proceedings the said appellants pray the Court to annul and for nothing make the said judgment against them the said appellants &c

Tomlinson
for appellants

Reddingt Savage
vs Appeal
Wilkerson

Assignment of
Errors —

Filed Jany 29. 1846.
H L Boon clk

Louisa Vir Error
Clark for Deft in error