

Civil Case of Jacob Abnet vs Henry Abnet

Name in Record	Reason for Being in Record	Date of Record
Henry Abnet	Agreement to maintain parents in exchange for land	April 15, 1848
S. L. Rugg	Present true copy of agreement bet. Jacob & Henry Abnet	Feb. 12, 1853
	Summoned to appear & answer complaint of William Abnet adm.	April 10, 1854
Henry Hart		April 14, 1854
S. L. Rugg	Clerk; Summon Henry Abnet to appear in court	
W. G. Spencer	Deputy	
William Abnet	Request subpeona be issued to William Justus	April 16, 1854
William Abnet	Request subpeona be issued to Oliver Moore	
William Abnet	Request subpeona be issued to Samuel Morningstar	
William Abnet	Request subpeona be issued to John McGough	
William Abnet	Request subpeona be issued to Thomas McKinnan	
William Abnet	Request subpeona be issued to Cory Galloway	
William Abnet	Request subpeona be issued to Isaac A. Baker	
William Abnet	Request subpeona be issued to William Henderson	
William Abnet	Request subpeona be issued to Henry Stacy	
William Abnet	Request subpeona be issued to Stacy & Charles Kelly	
William Abnet	Request subpeona be issued to Tilman Rawley	
William Abnet	Request subpeona be issued to Jacob Coffelt	
William Abnet	Request subpeona be issued to Jesse Snyder	
William Abnet	Request subpeona be issued to Morgan Smith	
Sarah Abnet	Summoned to appear in court on behalf of defendant	Apr. 20, 1854
Covey Galloway	Summoned to appear in court on behalf of defendant	
Isaac A. Baker	Summoned to appear in court on behalf of defendant	
John McDugle	Summoned to appear in court on behalf of defendant	
Jacob Coffelt	Summoned to appear in court on behalf of defendant	
S. L. Rugg	Clerk	
Jehu Nuttman	Summoned to appear in court on behalf of plaintiff	May 2, 1854
John McConnell	Summoned to appear in court on behalf of plaintiff	
Honors Pearce	Summoned to appear in court on behalf of plaintiff	
S. L. Rugg	Clerk	
Sarah Abnet	Summoned as witness in Abnet vs Abnet	May Term 1854
Corey Galloway	Summoned as witness in Abnet vs Abnet	
Isaac A. Baker	Summoned as witness in Abnet vs Abnet	
William Abnet	Adm; denies that Jacob Abnet made a 2nd agreement	May Term 1854
William Carson	Attorney for plaintiff	
William Justice	Summoned to appear in court on behalf of Defendant	Oct. 30, 1854
Covey Galloway	Summoned to appear in court on behalf of Defendant	
Jacob Coffelt	Summoned to appear in court on behalf of Defendant	
Sarah Abnet	Summoned to appear in court on behalf of Defendant	
S. L. Rugg	Clerk	
John Abnet	Now adm. Of estate of Jacob Abnet	Nov. 7, 1854
Samuel L. Rugg	Clerk	
Sarah Abnet	Summoned to appear in court on behalf of Defendant	Dec. 27, 1854
Covey Galloway	Summoned to appear in court on behalf of Defendant	
William Justice	Summoned to appear in court on behalf of Defendant	
Jacob Coffelt	Summoned to appear in court on behalf of Defendant	
S. S. Mickle	Clerk	

John Abnet	Adm.; reissue summons for same witnesses as in Feb. Term.	Feb. 6, 1855
Wm. Carson	Attorney for plaintiff; response to defendants answer	No date
James W. Borden	Judge for Adams County Court of Common Pleas	May 3, 1855
William Abnet	Adm. Of Jacob Abnet, deceased; plaintiff	
Henry Abnet	Defendant - Son	
Henry Abnet	Failed to support & maintain parents in exchange for land	
William C. Carson	Attorney for William Abnet, Adm. Of estate of Jacob Abnet	
Moses Jenkinson	Attorney for William Abnet, Adm. Of estate of Jacob Abnet	
Studabaker	Attorney for Defendant	
Culimach	Attorney for Defendant	
Jury	Finds Henry Abnet not guilty	
Morgan Smith	Juror	
Charles Kelly	Juror	
John Hisey	Juror	
Lewis Miller	Juror	
Wm. Chapman	Juror	
John McClain	Juror	
Henry Dierkes	Juror	
Hamilton Scott	Juror	
G. D. Hacket	Juror	
Wm. French	Juror	
Robert McClurg	Juror	
Henry Young	Juror	
Jacob King	Sheriff	
Samuel E. Perkins	Chief Judge of Supreme Court of Indiana - Presiding over John Abnet Adm of Jacob Abnet vs Henry Abnet	May 31, 1859
Samuel E. Perkins	Abnet	
Indiana Supreme Court	Affirms Adams County, Indiana decision	
William B. Beach	Clerk of Indiana Supreme Court	
Charles Kelly	Requests fee bill for costs in Abnet vs Abnet	No date

Roll No 16

(67)

John idinet,

By

Henry idinet

~~Box 12~~

10th day of Sept 1848 discharge will release by
the said parties, by the substitution of another agree-
ment, then and there made between the said parties
in the premises, of the said Contract in the said Com-
plaint mentioned, which said subsequent agreement
was that the said Henry was for the Consideration
the said Contract in Complaint mentioned, to pay for
the share and interest part of said land for
and during the Natural life of the said Sarah and
to render unto the said Sarah the one equal Third
part of the proceeds of said land, the Corn in the
acre the wheat in the stack the Hay in the Stack
&c to the said Sarah each and every year of his the
said Sarah's ^{life}, and by said subsequent agreement the
said Sarah was to use and occupy the house on said
said land in which he then lived and to have
the use of the parties on said land in common with
the said Henry, and that the said Henry fully, per-
formed said subsequent agreement in all things to
the satisfaction of said Sarah and that said subse-
quent agreement discharge and release the said
Henry from the said Contract in said Complaint
mentioned and that said Henry is ready to verify each
part

32 The Defendant further says that the said Dece-
dent in his life to wit on the 10th day of October
1848, at said County made another agreement with
the Defendant based on the Consideration in the Contract
mentioned in said Complaint, which said subsequent
agreement took the place of and was ~~substituted~~ substituted
for the said Contract in the Complaint mentioned, and that
said subsequent agreement has been fully performed by
Defendant. Wherefore Defendant says that he is ready
to release and discharge from said Contract in said Com-
plaint mentioned and that the said Defendant is
ready to verify &c

Subscribed & sworn to
at the County of Columbia

Pleas continued and held at the Court House within
and for the County of Adams, and in the Common Pleas district
Composed of the Counties of Adams and Allen, within the
State of Indiana. Before the Honorable James W. Borden
Judge of said Court of Common Pleas for the County of Adams
aforesaid, at the term of May term on the third day of May,
in the year of Our Lord one thousand eight hundred and
fifty five.

William Abner Administrator
with the will annexed of
Jacob Abner deceased
vs
Henry Abner
Complaint on written Contract.

Be it remembered that herebefore
to wit on the Eighth day of April A. D. one thousand eight
hundred and fifty four William Abner Administrator
with the will annexed of Jacob Abner deceased by William
Wharson and Moses Sentinelson his attorneys filed in the
office of the Clerk of said Court of Common Pleas, a certain
Complaint in the words and figures following to wit: "State
of Indiana Adams County ss. In the Court of Common Pleas
of said County May term 1854. William Abner as

an administrator, with the will annexed of the estate of
 Jacob Abner deceased. Complainer Henry Abner and says
 that on the 16th day of July 1868 the said defendant executed a
 deed and binding Jacob Abner in his lifetime, an agreement
 containing covenants with their heirs, a copy whereof is filed
 with the binding deed, in his lifetime, performing all the
 conditions on his part to be done and performed, that the said
 defendant wholly failed to perform the conditions on his part
 to be done and performed in this, That said defendant failed
 refused and neglected to support and maintain the said
 Jacob Abner in his lifetime, for and during the period
 of four years from and after the date and execution of said
 agreement, in any manner whatever. And also that said
 defendant failed, refused and neglected to support and
 maintain Jacob Abner in his lifetime for and during
 the period of five years and eight months from and
 after the date and execution of said agreement and for
 and during the period of the natural lifetime of said Jacob
 Abner deceased, after the date and execution of said agreement
 and also that said defendant failed, and refused and
 neglected from and after the date and execution of
 said agreement and during the lifetime of said Jacob Abner
 deceased and for and during four years prior to the death
 of the said Jacob Abner deceased, to keep a breeding mare, three
 Cows, six sheep, the Colts, Calves or lambs therefrom or any
 part or portions of any or either of said animals or the
 increase or offspring therefrom for any part or portions.

of the period of the lifetimes of said Jacob Abner deceased
 after the execution of said agreement to the damage of
 said deceased in his lifetimes and of the said plaintiff as
 such administrator of one thousand dollars for which sum
 the plaintiff demands judgment, - Carson & Jackson Attys for Plaintiff

1799 agreement

This is an agreement made and entered into between
 Jacob Abner and Henry Abner of the County of Adams and
 State of Indiana on the fifteenth day of July 1848 in which
 it is agreed that the said Jacob Abner has bequeathed by his
 last will and testament of even date herewith, to the
 said Henry, his heirs and assigns the North West quarter
 of Section Six in Township 25 North of Range 15 East in
 said County. And it is agreed by the said Henry on his part
 in consideration of said bequest that he will support and
 maintain his said father Jacob Abner and mother Sarah
 Abner during their lives in a suitable and becoming manner
 and that during the lifetimes of his said father he will keep for
 him a brooding mare, three Cows, and six sheep, and the
 Colts, Calves and lambs therefrom, untill they shall
 become saleable, which said increase shall be the
 property of his said father. It is further agreed by and
 between the parties and by them well understood that
 this agreement is to be in full force and effect during
 the Continuance of the said will and untill it expires
 by its own limitation herein above set, and expressed
 and that it shall not remain in force any longer than
 said will remains in force, Jacob Abner Seal Henry Abner Seal

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Shad Williams vs Carson, L. E. Ruggs " And
thereupon the following summons was issued out
of the Clerk's office as follows: To wit: The State of Indiana
to the Sheriff of Adams County. You are commanded to
summons Henry Shad to appear on the first of common
pleas of said County on the second day of the next term thereof
to answer the Complaint of William Shad defendant
for with the well assured of said Shad decedent and
of this summons made this 10th day of April A.D. 1854
the Clerk and the Seal of the Court this 10th day of April A.D. 1854
L. E. Ruggs, Clerk. By M. S. Spencer Deput. And afterwards to wit
on the 26th day of April 1854 the Sheriff of said County of Adams
returning the said writ of summons endorsed as follows to wit:
Came to court April 10th A.D. 1854 & having the same by reading to the defendant
April 10th A.D. 1854 A. H. Condit Sheriff of Adams County
and afterwards to wit at the May term of said Court and on
the first day of May for the year one thousand eight hundred
and fifty four and on the first judicial day of said term
the following proceedings were had: Comes now the parties
and the defendant is ruled to answer on tomorrow morning
and day is given. and afterwards to wit on the second
judicial day of the term last aforesaid the following
proceedings were had: Comes now the parties by
their attorneys and the said defendant now has filed in
Court his three answers to the said Complaint in discharge of
the rules heretofore given, which are in these words, and
figures following to wit: State of Indiana, Adams County

copy return =

Ward

recd

March 1855

State of Indiana,
SUPREME COURT.

May Term, A. D. 1859.

8th

day May 31st A. D. 1859.

Present the Honorable

SAMUEL E. PERRINS, Chief J.

ANDREW DAVISON,
JAMES L. WORDEN,
JAMES M. HANNA, } Justices.

John Abnet,
Admr of
Jacob Abnet

APPEAL FROM THE

Adams C. P.

vs

Henry Abnet,

Now at this time come the parties by their attorneys, and the Court being sufficiently advised in the premises, give the following opinion and judgment pronounced Per Curiam,

This was a suit by the administrator of Jacob Abnett against Henry Abnett upon a written agreement by which Henry had agreed to support Jacob and his wife in consideration that Jacob demised his farm to Henry. It was alleged for breach, that Henry failed to support Jacob and his wife.

Henry answered that after the making of the agreement sued on, the parties thereto made a new agreement which was to take the place of the former, by which he was to be a tenant upon the

farm upon certain terms, rendering to Jacob a certain share of the produce of it. Replication in demurr. Trial by jury: judgment for the defendant. The evidence is upon the record.

Without stating other grounds upon which we might be compelled to affirm the judgment below, it is sufficient to state that the evidence fully sustained the issue made on the part of the defendant.

It is proved that Jacob and his wife resided on the farm with Henry and were more than supported from it - that the crops raised were annually divided - that Jacob had a handsome surplus on hand at his death, and that he lived independently. He worked on the farm, but of his free choice, and doubtless for his physical comfort and health.

It is therefore considered by the Court that the judgment of the Court below in the above entitled cause be in all things *affirmed*

at the cost of the *appellant* all of which is ordered to be certified to said Court.

And it is further considered by the Court that the *appellee* recover of the *Appellant* the sum of \$ for his costs and charges in this behalf expended.

State of Indiana, }
SUPREME COURT.

I, WILLIAM B. BEACH, Clerk of the Supreme Court of the State of Indiana, do certify the above and foregoing to be a full, true, and complete copy of the opinion and judgment of said Court in the above entitled cause.

In Witness Whereof, I hereto set my hand,
and affix the seal of said Court at the
city of Indianapolis, this 3^d
of August 1859.
Wm B Beach C. J. C.