From: **B Nichols (SBC)**
Subject: Lelita Winston vs. John E. Pitt and W.G. Paxton Slave Boy Lewis
Date: July 11, 2024 at 11:17 AM
To:
Bcc:

Lelita Winston vs. John E. Pitt and W.G. Paxton

Platte County Circuit Court, March Term 1851

Petition filed Feb. 14, 1851 (Ira Norris, Clerk)

On January 7, 1850, Defendants Pitt and Paxton issued a note to Lelita Winston that they would pay $100 for the services of a “negro boy slave Lewis” from Feb. 4, 1850 to Jan. 7, 1851.

During that period of time, Defendants Pitt and Paxton were also to clothe Lewis “comfortably” during the term of service and return him on Jan. 7, 1851, with a at least one new set of winter clothing and a blanket worth at least $2.00.

Lewis was to be delivered to Pitt “who was the one who was to have his services.”

Neither Defendant has paid the $100 by the Jan. 7, 1851, due date. They also failed to clothe Lewis or furnish any clothing at all or return Lewis with the winter clothing or blanket.

Lelita Winston asks for judgment $100 + interest, $15 for damages (not providing Lewis clothing, winter clothing or blanket).

Pitt and Paxton summoned on Feb. 14, 1851. Summons not executed due to misunderstanding. March 3, 1851.

Feb. 4, 1850 Promissory Note: "On or before the 7th January next we or either of us promise to pay Lelita D. Winston, guardian of Samuel Winston sum of $100 for the (XXX) of a negro boy named Lewis whose (XXX) we promise to pay doctor’s bills if (XXX) clothe him comfortably and return him on the 7th January next with at least one new suit of winter clothing and a blanket worth at least $2 from under out hands this 4th day of February 1850.” Signed by Pitt and Paxton

Pitt and Paxton summoned on Feb. 14, 1851. Pitt acknowledges service on Feb. 21, 1851 and “…go to trial if I can get my witnesses.”

Defendant Pitt answers the petition:

Denies executing the Promissory Note with Paxton.
Admits not paying the Note
In his defense, he should not be compelled to pay the said Note or any part of it “because the consideration for which it was executed substantially failed.”
Since he hired Lewis and the executed the Note, Pitt has heard and believes Lewis was “in the habit of running away from those who hired him.”
That Lewis “again and again ran off from this Def (Pitt) who was put to great trouble and expense of the balance of $125.00 or more to recapture him.
That about the month of June 1850 Pitt offered to return Lewis to Lelita who refused to receive him.
That Lewis again ran off and after leaving (XXX) this Deft carried Half <at the dwelling house> house on the farm of Pltf and he chase to the (XXX) of the Pltf before January 1851.
That Pltf concealed from Deft the knowledge that Lewis had the habit of running away

That Pitt concealed from Deft the knowledge that Lewis had the habit of running away.
That Deft was defrauded in agreeing to pay for the Lewis's services for the period of July 4, 1850, to Jan. 7, 1851.
Pitt claims he treated Lewis humanely and furnished clothing while Lewis remained with Pitt.

Pitt & Paxton summon numerous witnesses to testify on their behalf. Summons executed in September 1851.
George Hollingsworth
Matthew M. Hughes
Overton Sheenny
S.A. Jack
Richard Able
Johnson Hughes
Martha Dobson
Edward M. Dobson

Lelita summons witnesses to testify on her behalf.
Matthew M. Hughes
Daniel Tibbs

Jury Verdict: "We the jury find for the Plaintiff $121.75" J.F. Bradley Foreman.