April Term 1865

Estate therein to be; and the same were then and there taken to say, before the commencement of this action fixed up and exposed for sale by public auction, yet the defendant well knowing the premises, but falsely and fraudulently intending to injure the plaintiff, and to cause it to be suspected and believed that the plaintiff was not seized of the said Land and that she had no right to sell the same then and there wrongfully falsely and maliciously asserted and represented in the presence and hearing of divers persons, then and there present at the exposure and hearing of those persons, then and there present at the exposure to sale of said Land as aforesaid of and concerning the plaintiff, and of and concerning the said Land with the appurtenances and of the said plaintiffs Estate and interest therein, that it meaning the Land of the plaintiff, was my, meaning her the said defendants property, by means whereof divers of the said persons who were so present at said exposure to sale and were about to become purchasers of the said Land of the Estate and interest of the plaintiff therein and who might and would otherwise have bid for and purchased the same and especially a certain John Long and certain Conrad Zink and George Zink who were then and there about to purchase the same were thereby and there deterred and prevented from becoming the purchaser of the said Land, and of the Estate and interest of the plaintiff therein, and from hence hitherto have respectively wholly declined to purchase the same and thereby the plaintiff was then prevented from selling and disposing of said Land and her Estate and interest therein, and hath thereby lost and been deprived of all the advantages and emoluments she might and would have derived from the sale thereof and also lost the expenses of said exposure to sale,

2d And also for that the plaintiff being seized in fee of a certain parcel of Land lying in Pocahontas County called Mackey Fords Lot, was desirous of selling and disposing of the same, and of the interest and Estate of the plaintiff therein and the defendant intending to injure the plaintiff and maliciously, spite and malice of and concerning the said Land, and of and concerning the Estate and interest of the plaintiff therein the words following "this my property" and also the words following "the meaning the plaintiff, can only sell her dower in it" and did also forbid and prevent divers persons from buying said Land from the plaintiff, whereby and by reason of the utterance and publication by the defendant, of each of the said words sayings, the plaintiff was prevented from making sale of said Land and divers persons and especially John Long, who would otherwise have been purchasers of said Land from the plaintiff were thereby deterred and prevented from buying the same, and thereby the plaintiff lost and was deprived of the benefits and emoluments, she might otherwise have derived from the sale of said Land and premises, with the appurtenances

3d And also for that the defendant broke and entered certain Land of the plaintiff called Mackey Fords Lot and the standing wood and timber of the plaintiff then and there cut down, and divers Rails fire wood saplings and timber of the plaintiff cut and carried away. And the plaintiff claims damages $4000.

R J Gillings
A W Madden Plaintiffs attorney

On this Back of which was thus endorsed to Wit

It is agreed that this shall be treated as the Mar in this cause and to have the same effect as if filed at the bringing of the suit.

R J Gillings Jr Pltff.
R R Bearman atty for Defd.

At which said first Monday of March to wit in the year 1861, being the return day of the foregoing Mord Summons with the said Court here the said Ruth C Lynch by her attorneys aforesaid, and the Sheriff of Pocahontas County aforesaid, to whom the aforegoing Mord was in sum aforesaid directed makes return thereof to the said Court that he executed the same by summoning R J Wheeler. Sheff

And the said Defendant although so summoned comes not and afterwards to wit on the second day of said March term of the said Court to which the said summons was returnable, the said Defendant failing to appear as aforesaid, the Court in pursuance of the Act of Assembly in such cases made and provided, entered the previous appearance of the said defendant to said action,

And thereupon the said Ruth C Lynch by her attorneys aforesaid prays that the said William C Gent may answer to the declaration of her the said Ruth C Lynch in the plea aforesaid, whereupon it is seen by the Court here that the said William C Gent answer to the declaration of the said Ruth C Lynch in the plea aforesaid, or judgment will be rendered against him by default.

And the said William C Gent in his proper person, defends the force and injury when &c and prays leave of the Court here to imparle until the third Monday of May next, and he hath it. The same day is given to the said Ruth C Lynch then and there &c

At which said third Monday of May in the year aforesaid, until which day the said defendant had leave to imparle and then to answer to the declaration in the plea aforesaid came again into the Circuit Court here as now the said Ruth C Lynch by her attorneys aforesaid, as the said William C Gent by James Malcolm and Robert R Bearman Esquires of his attorneys.

And the said William C Gent by his attorney aforesaid filed in Court here the following Plea

Lynch vs Gent } In the Circuit Court for Pocahontas County.

And the said Defendant by Robert R Bearman and James Malcolm his attorneys comes and defends the Wrong and injury when &c and saith that he is not guilty of the premises above laid to his charge in manner and form as the said plaintiff hath above complained against him and of this he the said defendant puts himself upon the Country &c

R R Bearman
J Malcolm defts attys.

And thereupon the said Defendant by his said attorneys prays that the said plaintiff may reply to the plea of the said Defendant in said action aforesaid

Whereupon it is seen by the Court here that the said plaintiff reply to the plea of the said defendant aforesaid, or judgment will be rendered against her by default.

And the said plaintiff by her Attorneys aforesaid prays leave of the Court here to imparle until the fourth Monday of August next, and to hath it the same day is given to the said Defendant then and there and so forth.

At which fourth Monday of August, in the year 1861, came also the