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DATE: 23 November 2017

REPORT TO: Witter Research Group

SUBJECT: **Samuel Witter, War of 1812: Breckinridge County, Kentucky**

VARIANTS: Wedder, Weider, Weiter, Widder, Widdow, Wieter, Wither, Witt (+ “s” at end of each)

BACKGROUND: One Samuel Witter (aka Witer), a millwright said to have been born in Pennsylvania about 1784, enlisted on 4 April 1814 in the 17<sup>th</sup> U.S. Cavalry, a Kentucky unit. He was recruited (place unknown) by “Lt. Hackley,” then served under Capt. B. W. Sanders and Lieut. R. M. Ewing. He was discharged at Chillicothe, Ohio, on 7 June 1815.<sup>1</sup> In 1820, he received a patent for bounty land in Monroe County, Arkansas; but I have found no evidence of his presence there.<sup>2</sup>

The most viable candidate for this soldier seems to be this Samuel Witter (aka Witters) of Beckinridge County. Known facts at this point are as follows;

- 1810 census: Breckinridge County, Kentucky
- 1820 census: Grayson County, Kentucky
- 1830 census: Ohio County, Kentucky
- 1840 census: Marion County, Illinois. He took out federal land in Marion County in 1833 (also adjacent Clay County in 1837 which he immediately sold), petitioned the legislature to build a toll bridge on his Marion land and operated it from 1836 to at least 1840. He has not been found after the 1842 sale of his Marion land. In 1850 his son Lapsley Witter was enumerated in Ohio County, from which he migrated to Arkansas, Missouri, Texas, and then Yakima County, Washington.
- Key associates and/or neighbors in the Ohio-Breckinridge-Grayson area include *Henry Eidson, Lapsley Hall, Reuben Huff, and Lewis Huff*.<sup>3</sup>

Logan County research has yielded no proof of Samuel Witter’s presence there during the relevant time frame. One Samuel Whiders or Whidens is taxed in 1812 tax (only), for 200 acres on Drake’s Creek. A *Mary Widdows* married *Isaac Morris* there in 1811 and a *Peter Widdow* is taxed there in 1813 .<sup>4</sup>

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<sup>1</sup> See E. S. Mills, “Samuel Witter, 17th U.S. Infantry, War of 1812, Enlistment Record: An Analysis,” report to Witter Research Group, 11 October 2013; and Mills, “Samuel Witter’s Fellow Soldiers, Lt. Benjamin W. Sanders’s Co., 17th U.S. Regiment, War of 1812,” report to Witter Research Group, 20 February 2012, updated 17 October 2017; both archived at E. S. Mills, *Historic Pathways* (<https://www.historicpathways.com>) under the “Research” tab.

<sup>2</sup> See E. S. Mills, “Samuel Witter (1787–1876) and the War of 1812,” report to Witter Research Group, 15 January 2012, updated 17 October 2017; and Mills, “Samuel Witter’s Arkansas Bounty Land, War of 1812,” report to Witter Research Group, 11 October 2013; both archived at *Historic Pathways* under the “Research” tab.

<sup>3</sup> Mills, “Samuel Witter (1787–1876) and the War of 1812,” 21–28.

<sup>4</sup> See E. S. Mills, “Samuel Witter, War of 1812: Logan County, Kentucky, Research, report to Witter Research Group, 23 November 2017; archived at *Historic Pathways* under the Research” tab.

LIMITATIONS: This block of research is limited to pre-1860 Breckinridge County resources microfilmed and then digitized by the Family History Library, Salt Lake City. For the associates, I am capturing only nutshells of their documents in this initial survey. All online sources were consulted 24–27 October 2017.

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## EXECUTIVE SUMMARY

This initial survey of Breckinridge County resources places Samuel there in 1810 and 1811, with court suits through 1812. The first document, dated March 1810, identifies him as a resident of adjacent Ohio County although the c.August 1810 census enumerates him in Breckinridge.

Findings in this research segment can be summarized as follows:

EIDSON (1810 census places James Eidson 12 houses from Samuel; 1830 census places Henry Eidson 9 houses from Samuel in Ohio County.)

- **James Eidson** first appeared on the 1809 tax roll with land on Jewel's Creek, originally patented to William Hardin. He was a small-scale slaveholder, holding 1 black male over 16 and 3 other blacks who were either women or children. In 1814, James bought land on Dorret's Creek (the site of Reuben Huff's land) but Witter had by then left the county
- **Henry Eidson** was first taxed in 1811, as 1 white male with 1 horse and no land. On 2 August 1810 he married Polly Buford. Bondsman was James H. L. Moorman.
- One **Jane Eidson** was married in 1812 to James McGee, with J. H. L. Moorman officiating. **William Eidson** in 1817 married Mrs. Mariah Moorman in a *Baptist* ceremony. *William Moorman Jr.* was Samuel Witter's next door neighbor in 1810.

HUFFS (1810 census places Reuben Huff next door to Samuel)

- **Benjamin Huff** was in the county from the time it was created, having arrived with the Hardins. Married to Polly Hardin, Benjamin served as sheriff from 1801 to 1805.
- **Reuben Huff** was first taxed on land in 1807, located on Dorret's Creek. He is last on the tax roll in 1816. In 1819, as a resident of Perry County, Indiana, he sold his Breckinridge County land before the county clerk of Breckinridge.
- **William Huff** first appeared in 1813 with 437 acres in **Ohio County** granted to John May (Samuel Witter's first appearance on tax rolls, 1811, was for land granted to **William May**). Ohio abuts Breckinridge on its southwest border and Grayson on its southern border.

LAPSLEY (Samuel named a son Lapsley and in 1830 Ohio County was 3 households from Lapsley Hall)

- No Lapsley or Lapsley Hall was found in the records searched.

WITTER:

**Samuel Witter** was the only person of this surname in the county. His chronology is as follows:

- **13 January 1810.** Samuel had a debt of \$137.11½ due to Joseph Huston in a case that would continue for 3 years. An appeals court judgment eventually tells us that the dispute hinged upon "non-performance" alleged by Samuel (i.e., Huston had failed to perform some act), with no other details except that the appeals court ruled against Samuel saying the wording of the contract did not allow him the right to sue for non-performance.

- **13 March 1810**, resident of Ohio County. By that document Frederick Fraize (apparent German signature) apprenticed his almost-17 son John Fraize to Witter, until age 21, to learn the craft of **mill wright**. Witter's signature appears on the document.
- **Summer 1810**. Samuel does not appear on the county tax roll.
- **23 September 1810**. Samuel is enumerated in Breckinridge County. "Frederick Frays" appears 24 houses from James Eidson, and 36 houses from Samuel.
- **18 April 2011**. Samuel Witter, John Kelly, and Aaron Rawlings are sued in Breckinridge by George Claycomb who was awarded a judgment against Rawlings (who failed to appear) with interest from 20 November 1810. The suit against Witter and Kelly was continued.
- **19 April 2011**. Samuel was sued by James Woods for a debt of \$40.20. He was represented by his attorney who did not contest the debt. Judgment was issued against him for the debt plus costs.
- **15 July 1811**. Samuel was sued by Joseph Huston—and also prosecuted a counter suit against Huston. In a separate case, in which he is said to have been personally present (as opposed to having an attorney representing him), Witter was sued by Samuel Stephenson for a debt of \$65.28, due 29 May 1811. Judgment was issued against him, plus costs, in the Stephenson case and the Huston cases were continued.
- **17 July 1811**. The case of George Claycomb against John Kelly & Samuel Witter was discontinued.
- **18 July 1811**. With Samuel present, the court issued a judgment in the Huston v. Witter case, ordering Samuel to pay \$137.11½ cents plus interest from 13 January 1810, plus costs. (Plaintiff is now identified as "Robert Huston, Assignee.") In Samuel's counter-suit against Joseph Huston, Huston filed for an appeal of the judgment against him in favor of Samuel; Huston's surety for the appeal was Joseph Allen, the clerk of court.
- **1 August 1811**. Samuel returned his list of taxables, citing 100 acres, 3d class, Rough Creek, patented to Wm. May, along with 2 horses and 1 white male 21+
- **19 August 1811**. Samuel was sued by James Blair in a case that was continued. On 22 October it was dismissed with no other details. Samuel is not said to be present in either instance.
- **July-October 1811**. Samuel made his only appearance on Breckinridge tax rolls, being taxed on 100 acres (3d class land on Rough Creek, patented to **William May**), 1 white male, and 2 horses. He is listed consecutively with William Walker, who held 200 acres of William May's land. Two 1817 deeds identify William May as a resident of **Nelson County**, although the William Huff document above indicates that the Mays owned land in Ohio County also.
- **22-23 October 1811**. Houston v. Witter was continued. Blair v. Witter was dismissed. Aaron Rawlings now sues John Kelly and Samuel Witter and is given a judgment against them for the \$172.36 he was ordered to pay in August 1810. No other explanations. Samuel is not said to be present.
- **April 1812**. Appeals court heard the appeal of Joseph Huston against Samuel and reversed the lower court decision, saying that the language of their contract did not allow Samuel to sue for non-performance.
- **21-22 July 1812**. In J. Huston v. Witer, Huston's attorney files for to "give Special matter in evidence." Case continued. Witter appeared only by his attorney.
- **October 1812**. Samuel does not appear on this year's tax roll.
- **20 October 1812**. Huston won judgment for \$4.28, the costs he had paid for continuance.
- **22 April 1813**. Huston v. Witter was dismissed. Samuel was again represented by his attorney.
- **1813-1820**. Samuel does not appear on any tax roll.

No evidence has been found for the purchase or disposition of the land on which Samuel was taxed in 1811. It is possible that he rented the land under a lease that required him to pay the tax. *Possibly* that lease was the basis of the non-performance suit that he had with Joseph Huston. It is more likely that

the non-performance related to the construction of a mill by Samuel and the failure of Huston to pay the agreed-upon amount or meet other provisions in the contract.

## RESEARCH NOTES

### —TAX ROLLS—

**COMMENT:**

For associated surnames in this initial tax-roll survey, I am capturing only enough information to identify the individuals who share the surname, along with their physical location in the county. For key individuals, I am capturing full data.

**1800**

Tax roll<sup>5</sup>

Witter: No entries  
 Eidson: No entries  
 Huff: Acquilla, Jesse, and Reuben (all on Hardin's Creek)  
 Lapsley: No

**1801**

Tax roll<sup>6</sup>

Witter: No entries  
 Eidson: No entries  
 Huff: Acquilla, Benjamin, Jesse, and Reuben (Hardin's Creek)  
 Lapsley: No

**COMMENT:**

In 1810, Benjamin Huff's wife was "the late Polly Hardin," widow of John Hardin who left a will in Nelson County.<sup>7</sup>

**1802**

Tax roll<sup>8</sup>

Witter: No entries  
 Eidson: No entries  
 Huff: Acquilla, Benjamin, Jessy, and Ruben (Hardin Creek)  
 Lapsley: No

**1803**

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<sup>5</sup> "Tax Books 1800–1809, 1811–1817, 1819–1829," *FamilySearch* (<https://www.familysearch.org/search/film/007834405?cat=155013>); imaged from microfilm 7895.

<sup>6</sup> *Ibid.*

<sup>7</sup> Breckinridge Co., Ky., Deed Book C:356–58, sale of two tracts (85 acres each) by Benjamin and Polly to John Barger and Margaret Houston. The tract sold to Huston/Houston adjoined land of Robert Houston.

<sup>8</sup> *Ibid.*

Tax roll<sup>9</sup>

Witter: No entries  
 Eidson: No entries  
 Huff: Acquilla, Benjamin, Jesse, and Reuben (Hardin Creek)  
 Lapsley: No

**1804**Tax roll<sup>10</sup>

Witter: No entries  
 Eidson: No entries  
 Huff: Equiller, Benjamin, Jesse, and Reuben (Hardin Creek)  
 Lapsley: No

**1805**Tax roll<sup>11</sup>

Witter: No entries  
 Eidson: No entries  
 Huff: Acquilla, Benjamin, Jesse, and Reuben  
 Lapsley: No

**1806**Tax roll<sup>12</sup>

Witter: No entries  
 Eidson: No entries  
 Huff: Aquilla, Benjamin, Jesse, and Rubin (Benjamin now on Sugartree Run and Hardin; no land for Rubin)  
 Lapsley: No

**1807**Tax roll<sup>13</sup>

Witter: No entries  
 Eidson: No entries  
 Hall: No  
 Huff: Equilla, Benjamin, Jesse, and Rubin (Dorrit's Creek)  
 Lapsley: No

**1808**Tax roll<sup>14</sup>

Witter: No entries  
 Eidson: No entries  
 Hall: No  
 Huff: Aaron, Aquilla, Benjamin, Jesse, and Rubin (Dorred's Creek)  
 Lapsley: No

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<sup>9</sup> Ibid.

<sup>10</sup> Ibid.

<sup>11</sup> Ibid.

<sup>12</sup> Ibid.

<sup>13</sup> Ibid.

<sup>14</sup> Ibid.

**1809**Tax rolls <sup>15</sup>

Witter: No entries  
 Eidson: James, 200a 3d class, Breckinridge, Jewel's Creek, patented to Wm. Hardin  
 1 white male 21+, 1 black male 16+, 4 blacks total, 3 horses/mares/etc.  
 Hall: No  
 Huff: Acquilla, Bengemin, Jesse, and Reubin (Dorred's Creek)  
 Lapsley: No

**1810**Tax roll <sup>16</sup>

Witter: No entries  
 Eidson: James, 200a 3d class, Breckinridge, Jewel's Creek, patented to Wm. Hardin  
 1 white male 21+, 1 black male 16+, 4 blacks total, 3 horses/mares/etc.  
 Hall: No  
 Huff: Aquilla, Benjamin, Jessy, and Reubin (Dorred's Creek)  
 Lapsley: No

**1811****16 October 1812**

## Tax roll

*Consecutive entries* <sup>17</sup>*June 27*

Woods, William 0 land, 1 white male

*August 1*

**Walker, William** 200 acres, 3d class, Rough Creek, patented to Wm. **May**, 1 white male, 0 horse

**Witter, Samuel** 100 acres, 3d class, Rough Creek, patented to Wm. **May**, 1 white male, 2 horses

Wheatley, Joseph

Wilkerson, Pumphrey

Willow, Jas.

## COMMENT:

Note that William Walker and Samuel Witter both owned a tract originally patented to Wm. May. Rechecking 1809 entries, I find two entries for the name William Walker:

- 350 acres, 3d class, Hardin's Creek, patented to John Walker, 1 white male, 7 horses  
*skip 22 entries, then*
- 218.7 acres [2187?], 3d class [no watercourse or patentee], 1 white male, 11 blacks, 54 horses

Checking 1811's list to see if the name William Walker also appears twice, I find only one entry, as shown below

*Skip 9 entries after Jas. Willow, then*

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<sup>15</sup> Ibid.

<sup>16</sup> Ibid.

<sup>17</sup> Ibid., image 243; date is the date the roll was "Rec'd."

*June 8<sup>th</sup>*

Walker, John        250 acres on Hardin's Creek, patented to John Walker        1 white male, 3 horses  
 Waggoner, Dennis 1 white male, 5 horses

*June 16<sup>th</sup>*

**William Walker**    350 acres on "same," patented "same," 1 male, 7 horses

## COMMENT

The search for previously known associates yielded the following

Eidson:    Henry, 0 land, 1 white male, 1 horse  
               James, 200a 3d class, Breckinridge, Juel's Creek, patented to Wm. Hardin  
               1 white male 21+, 1 black male 16+, 3 blacks total, 9 horses/mares/etc.  
 Hall:       still no Lapsley Hall  
 Huff:       Aquilla, Bengemin, Jessy, and Rubin (Dorret's Creek)  
 Lapsley:    No

**1812**

Rec'd October 1811 [*sic*]

## Tax roll

Eidson:    John, 0 land, 1 white male, 1 horse  
               James, 1 white male 21+, 1 black total, w horses/mares/etc.  
 Hall:       still no Lapsley Hall  
 Huff:       Aquilla, Bengemin, Jessy, and Rubin  
 Witter:    None found; a few "W" entries were illegible

**1813**

## Tax roll

Eidson:    Henry, James (200 acres, Juels Creek), John  
 Hall:       still no Lapsley Hall  
 Huff:       Aquilla, Bengemin, Jesse, and Reubin,  
               William, 437 acres in Ohio County, granted to John **May**  
 Witter:    No

## COMMENT:

- Note that Samuel Witter's land of 1811 had been granted to William **May**.
- Ohio County, the site of the John May land acquired by William Huff, adjoins Breckinridge on the southwest.

**1814**

## Tax roll

Eidson:    Henry    0 land; 1 white male 21+; 4 blacks total; 3 horses, etc.  
               James    200 acres, 3d class Juels Creek; 800 2d class, Dorret's Creek  
                   1 white male 21+; 4 black males 16+ ; 7 blacks total; 6 horses, etc.  
               John     0 land; 1 white male 21+; 3 horses, etc.  
 Hall:       still no Lapsley Hall  
 Huff:       Aquilla, Benjemin, Jesse, and Reubin,  
               William 437 acres, Lead Creek, granted to John **May**  
               William 1 white male 21+; 4 horses, etc. [separate entry from above, next page]

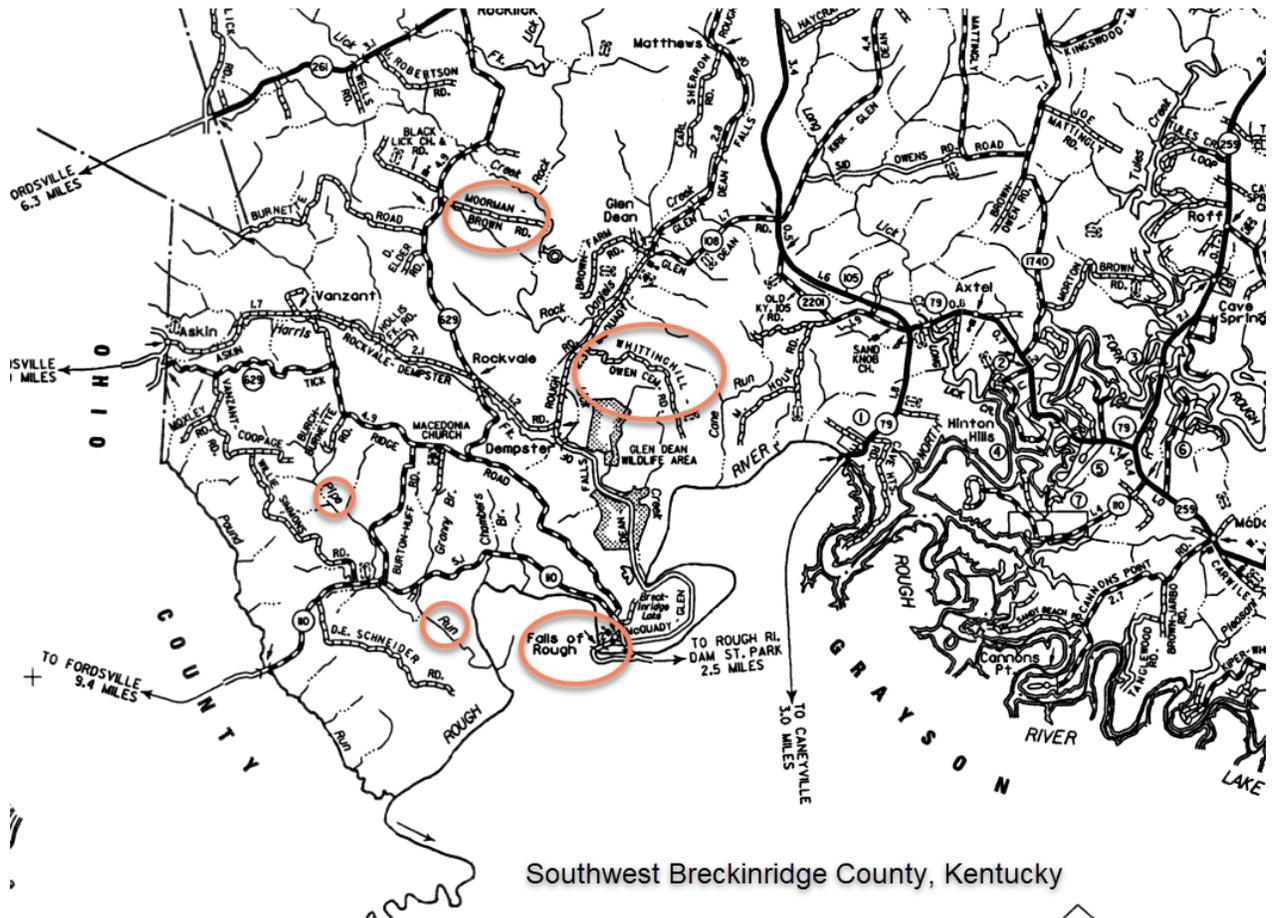
Witter: No

COMMENT:

Note that James Eidson, who was 12 houses from Samuel Witter in 1810, has now bought land on Dorrit's Creek (the location of Reuben Huff, who was next door to Samuel in 1810. Samuel's Rough Creek land should be somewhere near the point that **Juel's [Jewel's] Creek, Dorret's Creek, and Rough Creek (now River)** are in close proximity.

The United States Geographic Survey's Geographic Names Information System database does not include any of these waterways, Rough River excepted.<sup>18</sup>

The official Kentucky state highway map for Breckinridge Co., which also shows waterways, does not include any of these except the Rough. "Moorman Road" (ostensibly named for the Moorman family among whom Samuel Witter lived in 1810) is in the extreme southwest corner, near modern Ohio and Grayson Cos.



<sup>18</sup> U.S. Geographic Survey, *Geographic Names Information System* (<https://geonames.usgs.gov/> : 23 October 2017).

**1815**

## Tax roll

Eidson: Henry, James, William  
 Hall: still no Lapsley Hall  
 Huff: Benjamin, Jesse, Reuben, William (just 1 William)  
 Witter: No

**1816**

## Tax roll

Eidson: James, John  
 Hall: No Lapsley  
 Huff: Benjamin, Jesse?, Reuben  
 Witter: No

## COMMENT:

- Breckinridge, supposedly has not been subdivided to create any other county.<sup>19</sup>
- Henry Eidson has also left the county. The 1830 census places him in Ohio County's Hartford District, 9 houses from Samuel Witters and 6 houses from Samuel's alleged brother-in-law Lapsly Hall.

**1817**

## Tax roll

Eidson: James, John, Pleasant & William  
 Hall: No Lapsley  
 Huff: Benjamin, Jesse  
 Witter: No

## COMMENT:

A two-page supplemental list appears at the end of the main roll, with no names of interest.

**1818**

## Tax roll

Eidson: James, John, Pleasant  
 Huff: Benjamin, Jesse  
 Hall: No Lapsley  
 Witter: No

**1819**

## Tax roll

Eidson: James, John, Pleasant  
 Huff: Benjamin (600 acres, 3d class, Dry Valley)  
 Hall: No Lapsley  
 Witter: No

## COMMENT:

This roll's end carries two short lists of delinquents for 1817 and 1818. No names of interest.

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<sup>19</sup> William Thorndale and William Dollarhide, *Map Guide to the U.S. Federal Censuses: Kentucky, 1790-1920*, loose map set (Bountiful, Utah: Thorndale and Dollarhide, 1985).

**1820**

Tax roll

## COMMENT:

Eidson: James, John, Pleasant  
 Huff: Ben (now just 533 acres)  
 Hall: No Lapsley  
 Witter: No

## —DEEDS—

**Deed Books A & B, 1800–10.**<sup>20</sup>

## COMMENT:

Available on microfilm but not online.

**Deed Book C: 2–3**<sup>21</sup>

13 March 1810

Indenture.

“**Samuel Witter** of the County of Ohio and State of Kentucky, of the one part, and Frederick Fraize of the County of Breckinridge ... of the other part agree that Fraize places and binds “his son John Fraize to ... Witter after the manner of an apprentice untill ... John Fraize shall arrive to the age of twenty-one (he being seventeen years old the 22<sup>nd</sup> day of April next) and as an apprentice with him the said Samuel Witter to dwell during the term aforesaid and shall his said master faithfully serve in all such lawfull business as he shall be put to by his said master according to the wit, power, and ability of him the said John Fraize and honestly and obediently in all things shall behave towards his sd. master and his family. And the said Samuel Witter on his part for himself his heirs &c doth hereby covenant and agree to and with the said Frederick Fraize for and in behalf of the said John Fraize ... that he the said Samuel Witter [shall train] the said John Fraize in the art and mystery of a mill wright after the best[?] manner that he can or may teach and instruct. ... Samuel Witter shall also find and provide and allow the said apprentice sufficient meat drink apparel washing and lodging and all other things needfull or meet for an apprentice during the term aforesaid and ... shall give to the said John Fraize five months schooling at a common english school within the said term and discharge the said apprentice at the expiration of his said term of service with a decent new suit of clothes worth Ten pounds at least and for the performance of the above the parties bind themselv each to the other firmly by these presents.”  
 [Signed]

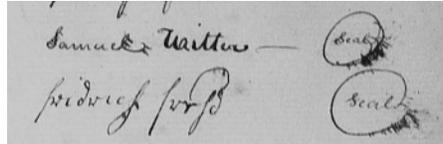
Samuel Witter [an English style signature],

Frederick Fraize [German penmanship, but not heavy German.]”

Acknowledged 13 March 1810 before J. Allen Clerk, CC.

<sup>20</sup> Breckinridge County, Ky. Deed Books A & B; imaged in “Vols. A-B 1800-1810,” database, *FamilySearch* (<https://www.familysearch.org>), FHL microfilm 422079.

<sup>21</sup> Breckinridge County, Ky. Deed Book C, 1810–16; imaged in “Vols. C-D 1810-1819,” *FamilySearch* (<https://www.familysearch.org/search/film/008192838>), citing FHL microfilm 422080.



## COMMENT:

This deed book carries only a grantor index. I read every page of the index for grantees named in column 2. I did not skim every page of the volume for names of witnesses and other kinds of embedded references.

Ohio County, Witter's stated place of residence, lay

- on the southwestern border of Breckinridge
- on the northern border of Logan County, the recruitment station for Samuel Witter's recruiter.
- However, six months later Witter is enumerated in Breckridge, on the page after Fraize:

**1810****Breckinridge County, KY**

[No district cited]<sup>22</sup>

**Witter, Samuel**

|         |       |          |       |         |
|---------|-------|----------|-------|---------|
| 1 male  | 26–44 | 1 female | 16–25 | 8 total |
| 3 males | 16–25 | 1 female | 10–15 | 1 slave |
| 1 male  | 10–15 |          |       |         |

## COMMENT:

*If* the above ages are correct, then a male who was in the 16–25 category on the official census date (8 August 1820) could have been born as early as 9 August 1784. Samuel Witter of the 17<sup>th</sup> Regiment was said to be 31 on his July 1815 discharge, which might have simply copied his April 1814 enlistment—placing his birth about 1782–83.

Census neighbors of the Breckinridge household—individuals offering the best clues to the pre-Kentucky origin of the Witters—are briefly extracted below. Particularly note **James Eidson** and **Reuben Huff**.

## NEIGHBORS:

*James Eidson*

William Love

Peter Kinder

James Moredock

Jane Kennady

Arnold Elder

Saml. Crawford Junr.

Joseph Mason

John Taber

George Glascock

Amos Williams

Andrew Miller

Kimbal Carlton

Abiel Nicholds

Barnard Sums

John Miles

Uriah Thompson

Robert Allen

Wright Cunningham

Thomas Sloan

<sup>22</sup> 1810 U.S. census, Breckinridge Co., Ky., p. 301, line 6; digital image at *Ancestry.com*, citing National Archives microfilm publication M252, roll 5. All individuals in the household were white.

George Bruington  
 Wm. **Moorman**, Junior  
**Samuel Witter**  
**Reuben Huff**  
 [Cont'd at top of col. 2]

Daniel Waggoner  
 Jonas Bye  
 Thomas Miles  
 Richard Herrel  
 Gregory Clascock

### Deed Book D: 460<sup>23</sup>

16 March 1819

Deed

Aquilla Huff of Spencer County, Indiana, to Richard McGill of Breckinridge, for \$212, sale of 100 acres of land in Breckinridge, adjacent to Reuben Huff, etc. Signed: Aquilla Huff. Acknowledged 18 June 1818 by Huff before J. Allen, County Clerk. Marginal Note: "Mrs. Huff's relinquishment of dower recorded at Deed Book E, page 363.

#### COMMENT:

The series of documents found for the Huffs and Mays in Deed Book D suggests that the county deeds of this period are erratically recorded.

Acquilla Huff was last taxed in Breckinridge in 1819. Note in his document here and in Reuben Huff's document below, that

- both moved to Indiana, though not at the same time.
- both were back in Kentucky 2-4 years years after the move, at which time they sold the land and acknowledged the deed.

### Deed Book D: 199–200

7 November 1817

Deed from **William May of Nelson County**, Kentucky, to Richard **Stephens**. May, on 12 August 1801, together with Thomas and Ann **Lewis**, had sold 326 acres in Breckinridge to Charles Dorsey, but that deed had never been recorded. Dorsey, on 17 January 1817, sold the tract to Richard Stephens. Therefore, for 5 shillings, William May now makes a deed to Stephens. Signed: William May. Witnesses: Daniel J. Stephens, Smith May. Proved 10 November 1817 in Nelson County by Daniel J. Stephens.<sup>24</sup>

#### COMMENT:

This William May apparently is the patentee for the land on which Samuel Witter was taxed in 1811. The fact that the deed William May made to Dorsey in 1801 was not recorded may explain why I've not yet found a deed by which Witter was in possession of May land.

Deed Book C has documents stating that Ann was the widow of John May and had remarried to Thomas Lewis. Also documents by John L. May and his sister Polly, wife of Daniel Epes, saying that they were the children and sole heirs of the older John May. See Deed Book C: 368 and 463.

### Deed Book D: 202–4

11 August 1801

Deed.

**William May of Nelson County** in Kentucky and Thomas Lewis and Ann Lewis of Chesterfield County, Virginia ("the sd. Ann being the executrix of the last will & testament of John May deceased) ... for 5

<sup>23</sup> Breckinridge County, Ky. Deed Book D, 1816–19; imaged in "Vols. C–D 1810–1819," *FamilySearch*.

<sup>24</sup> *Ibid*.

shillings sell to Charles Dorsey Junr. of Nelson County 326 acres granted to William May on 2 December 1785 in Breckinridge County, Kentucky, on the waters of Hardins Creek, a branch of Limestone, adjoining John Walkers 600<sup>?</sup> acre survey on the west, Isaac Hite & John Hardin on the east (metes and bounds not copied). Signed: William May; Thomas Lewis & Ann Lewis by John Lewis, their attorney in fact. Proved 29 March 1804, Nelson County, by John Lewis.<sup>25</sup>

COMMENT:

On 4 November 1817, at D: 204–6, John L. May, Danl. Epes, and Polly Epes, attest that “whereas some doubt has arisen” as to the title the land that William May had sold to Dorsey and Dorsey subsequently sold to Stephens, they wished to “more fully secure” to Richard Stephens the title to the land.

Nelson County is two counties to the east of Breckinridge, with Hardin County separating them. **Given that William May was a resident of Nelson, not Breckinridge, Nelson also needs to be searched as the possible location for a recording of a sale from May to Samuel Witter.**

**Deed Book D: 460**

16 March 1819

Deed

Reuben Huff and wife Hannah of Perry County, Indiana, sell to Samuel Oram, 100 acres in Breckinridge County conveyed to Huff by William Hardin, Sr. and wife on 8 August 1816. Signed Reuben Huff and Hannah Huff (x). Acknowledged that day by Reuben Huff before J. Allen, County Clerk of Breckinridge.<sup>26</sup>

COMMENT:

Reuben Huff is last on the Breckinridge tax roll in 1816.

**Deed Book E, 1819–1821**

COMMENT:

**Not searched.** Available only on microfilm, no. 422081

**Deed Book F, 1821–1824**

**Deed Book G, 1824–1826<sup>27</sup>**

**Deed Book H, 1826–1828**

**Deed Book I, 1829–1832<sup>28</sup>**

[*No vol. J*]

**Deed Book K, 1832–1835**

**Deed Book L, 1835–1838<sup>29</sup>**

COMMENT:

Witter: No entry for the sale of Samuel Witter’s land or any other individual of his surname.

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<sup>25</sup> Ibid.

<sup>26</sup> Breckinridge County, Ky. Deed Book D, 1816–19; FHL microfilm 422080, imaged “Vols. C–D 1810–1819,” *FamilySearch*.

<sup>27</sup> FHL microfilm 422082, imaged in “Vols. F–G, 1821–1826,” *FamilySearch* (<https://www.familysearch.org/search/film/008192839>).

<sup>28</sup> FHL microfilm 422083, imaged in “Vols. H–I, 1826–1832,” *FamilySearch* (<https://www.familysearch.org/search/film/008192840>).

<sup>29</sup> FHL microfilm 422084, imaged in “Vols. K–L, 1832–1838,” *FamilySearch* (<https://www.familysearch.org/search/film/008192841>).

This deed series will not be pursued past this point at this time.

—MISCELLANEOUS REGISTERS—

**County Court Minutes, 1813–1819**<sup>30</sup>

COMMENT:

Witter: No entry in index

**Order Books, 1803–1804**

**Order Book, 1805-1808**<sup>31</sup>

COMMENT:

Neither of these volumes are indexed. I did not read them page-by-page, given that Witter does not appear in the county tax rolls during these years.

**Order Books, 1809–1814**<sup>32</sup>

COMMENT:

The index is at the end of the book. I have extracted all entries indexed for Witter and examined entries for associates. Almost all entries deal with debt and are as uninformative as the Witter entries below. The orders focus on legal details and reveal little about the nature of the suit.

**Order Books, 1809–1814, p. 215**

18 April 2011

“George Claycomb, Plaintiff, against **Samuel Witter, John Kelly & Aaron Rawlings** Defendant, In Case “This day came the plaintiff by his attorney and the Defendant Aaron Rawlings altho solemnly called came not. It is therefore considered by the Court that the plaintiff recover against the said Deft. Rawlings the sum of one hundred and fifty six dollars the debt in the petition mentioned with interest thereon from the **20<sup>th</sup> day of November 1810** until paid and his costs in this behalf expended and may have execution &c. And as to the Defts. S. Witters & Kelley, this cause is continued until the next court here &c.”<sup>33</sup>

COMMENT:

At first reading, one might hypothesize that (a) Witter, Kelly, and Rawlings were partners in some endeavor; or (b) the order of the names suggest that Kelly and Rawlings had served as surety for a debt undertaken by Witter. The latter option gains some weight from the fact that Rawlings later sued Witter for the sum he was above ordered to pay.

Note Samuel’s association with a John Kelly and the fact that Samuel’s third son is reputed to be John *Kella* Witter.

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<sup>30</sup> Breckinridge County, Ky., County Court Minutes; microfilm 1877048 imaged in “Order Books, 1813–1835,” *FamilySearch* (<https://www.familysearch.org/search/film/007856541>).

<sup>31</sup> Breckinridge County, Ky., Order Books; microfilm 15500740 imaged in “Order Books, 1803–1885,” *FamilySearch* (<https://www.familysearch.org/search/film/00796411>); citing digital film no. 007796411.

<sup>32</sup> *Ibid.*

<sup>33</sup> *Ibid.*, image 439.

**Order Books, 1809–1814, pp. 222–23**

19 April 1811

“James Woods, Plaintiff, against **Samuel Witter**, Defendant, In Case

“This day comes the parties aforesaid by the Attornies and the Deft. by his Attorney filed a plea of non assumpsit to which the plaintiff filed a Joinder, therefore let a Jury come here &c. Whereupon came a Jury towit, James Crucheloe?, John Frank Junior, Barney Miller, James Mackey, John Nugent, William Burgis, Jacob Clemmon, Josiah H. Yager, Absolom Cave, George Claycomb, Thomas Abrey & Joseph Kincheloe, who being impaneled and Sworn well and truly to try / the issue joined upon their oaths do say that the Defendant did assume upon himself in manner and form as the plaintiff against him hath Complained and they do assess the plaintiff damages which he has sustained by reason of the breach of that assumption to forty dollars & twenty Cents, besides the Costs. It is therefore considered by the Court that the plaintiff recover against the defendant forty dollars and twenty cents, the damages aforesaid by the Jurors aforesaid in form aforesaid assess’d and his costs by him in this behalf expended and the Deft. in Mercy &c.”<sup>34</sup>

COMMENT:

“The Deft. in Mercy &c” clause commonly signifies that the defendant has asked for forbearance in paying the judgment.

**Order Books, 1809–1814, p. 238**

15 July 1811

“Joseph Huston, Plaintiff against **Samuel Witter**, Defendant, In Debt

“This day came the parties aforesaid by their Attornies and the Special bail for the Defendant surrendered him in open court, and the plaintiff prayed the Deft. incustody &c. Whereupon the Defendant by his counsel moved the Court to discharge the Defendant from custody, the writing on which this suit is founded being an article of agreement with a penalty conditioned to perform certain work &c. In Consideration whereof It is ordered by the Court that the said Deft. be released from bail in said Suit and discharged from custody &c.

“**Samuel Witter**, Plaintiff, against Joseph Huston, Defendant, In Debt.

“This day came the parties aforesaid by their Attornies, and the Deft. by his Attorney moved the Court to be released from bail in this suit, inasmuch as the suit is founded on an article of an agreement in a penalty with a collateral condition. On Consideration Whereof, it is Ordered by the Court that the bail given by the Deft. be discharged and that the Deft. be released from Bail in said suit.

“Samuel Stephenson, Plaintiff, vs. **Samuel Witter**, Defendant, In Debt.

“This day came as well the plaintiff by his attorney as the **Deft. in his proper person**, and the Deft. says that he cannot gainsay the plaintiffs action nor but [sic] that he is indebted to the plaintiff [for] the debt in the petition mentioned. It is therefore considered by the court that the plaintiff recover against the Deft. the sum of sixty five dollars and twenty eight cents the debt in the petition mentioned, with interest thereon to be calculated at the rate of six per centum per annum from the twenty-ninth day of May 1811 until paid and his costs by him about his suit in this behalf expended and the Deft in mercy etc. But execution of this Judgment is not to be made for three months, in consideration whereon the Deft. waives his right of Replevin.”<sup>35</sup>

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<sup>34</sup> Ibid., image 443.

<sup>35</sup> Ibid., image 452.

**Order Books, 1809–1814, p. 250**

17 July 1811

“George Claycomb, Plaintiff, against John Kelly & **Samuel Witter**, Defendant, In Debt

“This day came the plaintiff, by his attorney and discontinued this suit.”<sup>36</sup>

**Order Books, 1809–1814, p. 253**

18 July 1811

“Joseph Huston, Plaintiff vs. **Samuel Witter**, Defendant, In Debt

“This day came as well the plaintiff by his Attorney as the **Deft in his proper person** and the Deft. saith that he cannot gainsay the plaintiff action nor but that he is indebted to the plaintiff the Debt in the writing obligatory in the declaration mentioned. It is therefore considered by the Court that the plaintiff recover against the defendant the Sum of One hundre dnad thirty seven dollars eleven and an half cents, the debt in the Declaration mentioned, with interest thereon to be calculated at the rate of six per centum per annum from the **13<sup>th</sup> day of January 1810** until paid and his costs by him about his suit in this behalf expended and may have execution &c.”<sup>37</sup>

## COMMENT:

This record obliquely tells us two things:

- Witter was in the region, signing a note, as early as 13 January 1810.
- On 18 July 1811, Witter was physically present in the county.

**Order Books, 1809–1814, p. 275**

18 July 1811

“Robert Huston As[sign]ee of &c., Plaintiff, vs. **Samuel Witter**, Defendant, In Debt

“This day came the parties aforesaid by their Attornies and the Defendant by his Attorney filed a plea to which the plaintiff filed a Replication and the defendant filed a Joinder and the parties agree that any special matter may be given in evidence which might be given under any legal plea. Therefore let a Jury come here &c. But the Deft. moved the court for a continuance and filed an affidavit stating cause. It is therefore considered by the Court that this suit be continued until the next Court here &c and that the plaintiff recover against the Deft. his costs which he expended in consequence of said continuance & may have execution &c.”

“**Samuel Witter**, Plaintiff, against Joseph Huston, Defendant, In Debt

“This day came the parties aforesaid by their attornies and the Deft. by his attorney prayed an appeal to the court of Appeals which is granted him upon his entering into Bond with Joseph Allen his security in the clerk’s office in the penalty of five hundred dollars within Ten days.”<sup>38</sup>

## COMMENT:

Joseph Allen was the county clerk. Witter’s adversary in this case is well placed.

**Order Books, 1809–1814, p. 259**

19 July 1811

“James Blair, Plaintiff, vs. **Samuel Witter**, Defendant, In Case

“Continued”<sup>39</sup>

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<sup>36</sup> Ibid., image 459.

<sup>37</sup> Ibid., image 460.

<sup>38</sup> Ibid., image 473.

<sup>39</sup> Ibid., image 464.

**Order Books, 1809–1814, p. 275**

22 October 1811

“Joseph Huston, Plaintiff, vs. **Samuel Witter**, Defendant, In Debt Continued”<sup>40</sup>

**Order Books, 1809–1814, p. 276**

22 October 1811

James Blair, Plaintiff, vs. Samuel Witter, Defendant, In Case Dismissed<sup>41</sup>

**Order Books, 1809–1814, p. 280**

22 October 1811

“Aaron Rawlings, Plaintiff, against John Kelly and **Samuel Witter**, Defendant, On a motion “Ordered that this motion be laid over until tomorrow morning.”<sup>42</sup>

**Order Books, 1809–1814, p. 280**

23 October 1811

“Aaron Rawlings, Plaintiff, against John Kelly and Samuel **Witter**, Defendant. On a motion “This day came the plaintiff by his Attorney, and it appearing to the satisfaction of the Court that the plaintiff has paid as security for the Defendants the sum of \$172.36 ½ cents and that the defendants have had due notice of this motion, It is considered by the court that the plaintiff recover against the Defendants the said sum of one hundred & seventy two dollars, thirty six cents & five mills debt and his costs by him about his motion in this behalf expended & may have execution &c.”<sup>43</sup>

**Order Books, 1809–1814, p. 310**

21 April 1812 (court term)

“Joseph Huston, Plaintiff, vs. **Samuel Witter**, Defendant. In Debt

“This day came the parties aforesaid by their attornies, and on the motion of the plaintiff by his Atty this cause is continued until the next Court here &c. It is therefor Considered by the Court that the Defendant recover against the plaintiff his costs by him expended in consequence of this Continuance & may have execution &c.”<sup>44</sup>

**Order Books, 1809–1814, p. 343**

21 July 1812 (court term)

“Joseph Huston, Plaintiff, vs. **Samuel Witter**, Defendant. In Debt

“This day came the parties aforesaid by their attornies and there came also a Jury towit, Isaac De Haven, Henry Dean Junior, Samuel Jordon, William Board, Peter Bremer, Alexander Foster, Horatio Morry, David Hamilton, George Cogshell, **James Eidson**, John Clark & Peter Bremer, who being elected tried and sworn well and truly to try the issue joined retired to consult on their verdict. Ordered that court adjourn until tomorrow morning, nine oclock. [signed] Henry P. Brodnax.”<sup>45</sup>

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<sup>40</sup> Ibid., image 473.

<sup>41</sup> Ibid., image 474.

<sup>42</sup> Ibid., image 476.

<sup>43</sup> Ibid., image 478.

<sup>44</sup> Ibid., image 492.

<sup>45</sup> Ibid., image 508.

**Order Books, 1809–1814, p. 344**

22 July 1812 (court term)

“Joseph Huston, Plaintiff, vs. Samuel Witter, Defendant. In Debt

“This day came the parties aforesaid by their attornies and by their mutual consent and agreement, Issac De Haven one of the Jurors sworn and impaneled in this cause on yesterday is withdrawn and the rest from rendering a verdict are discharged. And the Cause is continued until the next court here &c. And plttfs attorney gave Defts attorney notice that he withdraws his leave to give Special mtter in evidence under the General issue and that they might plead specially.”<sup>46</sup>

**Order Books, 1809–1814, p. 358**

20 October 1812 (court term)

“Joseph Huston, Plaintiff, against Samuel Witter, Defendant. In Case

“On the motion of the said Joseph Huston it is ordered that a Judgment recovoered against him at the April term last of this Court by said Defendant for the sum of \$4.28 cents cost of a continuance be Set off against so much of a Judgment recovered by said Huston against the said Witter for coat at October term last.”<sup>47</sup>

**Order Books, 1809–1814, p. 362–63**

[April 1812]

20 October 1812 (court term)

“Kentucky Dct Court of Appeals, April Term 1812

“Joseph Huston, Appellant, against **Samuel Witter**, Appellee, upon an appeal from the Judgment of the Breckinridge Circuit Court.

The Court being now sufficiently advised of and concerning the premises and having inspected the record and proceedings herein delivered the following Opinion, to wit: This is an action of Debt for two thousand Dollars. The Declaration sets forth an article of agreement containing various mutual covenants to be performed by the parties respectively, under the penalty of two thousand Dollars to be paid by the party failing to the party performing, and after alledging breaches of the Covenants on the part of the Defendant [Houston], concludes with avering by reason whereof the Defendant became liable to pay to the plaintiff [Witter] the aforesaid sum of two thousand Dollars &c. The Defendant pleaded several pleas upon which Issues were joined and a verdict and Judgment having been given against him, he has appealed to this Court. The only question which is material to be ~~tried~~ decided is whether an averment of performance or of an offer to perform the covornants on the part of the plaintiff was not necessary to entitle him to maintain an action of Debt for the penalty? In deciding the Question it does not seem material to determine whether the Covenants contained in the articles are dependent or independent, that the parties might subject themselves respectively to the forfeiture of the penalty only upon the condition of a performance of the covenants on the other side, notwithstanding the covenants were in themselves independent is a position that cannot be doubted, such a stipulation is opposed by no principle of moral propriety nor is it prohibited by any rule of law. Whether the parties intended thus to stipulate in this case must be collected from the language they have used to express their intent by the express words of the agreement it is only the party performing who has a right to demand the penalty. To say that either party failing to perform the covenants on his side would not withstanding such failure have a right to claim the penalty would be in Terms a contradiction of the language used by the parties. The plaintiff therefore to entitle himself to an Action for the penalty must show that he comes within the description of a party performing and he could do that only by avering that he had performed

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<sup>46</sup> Ibid., image 509.

<sup>47</sup> Ibid., image 515.

on his part or was ready to perform and without such an averment the Declaration is defective / Wherefore It is considered by the Court that the Judgment of the Breckinridge Circuit Court be reversed[,] that the cause be remanded to said Court and that the plaintiff there have leave to amend his Declaration upon the usual Terms if he should apply for that purpose, if not that the suit be Dimissed with Costs. Which is ordered to be certified to said Court. A Copy Teste. Achilles Sneed, C, C, A. [Clerk, Court of Appeals]<sup>48</sup>

**Order Books, 1809–1814, p. 392**

22 April 1813

Joseph Huston vs. **Samuel Witter**. In debt

“This day came the parties aforesaid by their attornies and there came also a Jury to wite William House, Samuel leforce, Thoams Wheatley, Hugh Thompson, Archibald McMullin, Adam Bear, John Miles, Thomas Reynolds, Robert Smith, Samuel Baird, John S. Brown & TJohn Thrasher, who being elected tried and sworn well and truly to try the issue joined thereupon by the assent of the parties William House one of the jurors sworn and empaneled herein is withdrawn and the rest from rendering a verdict are discharged and by agreement of the parties this suit is dismissed.”

[next case]

**Samuel Witter** against Joseph Huston. “In debt?”

“This day came the parties aforesaid by their attornies and by their mutual consent & agreement this suit is dismissed.”<sup>49</sup>

—PUBLISHED RESOURCES—

***Breckinridge County, Kentucky Records***

This volume of published transcripts and abstracts includes:

- County Court Records, Book 1
- “Emigrant Negroes,” Book 1
- Deed Book A, 1800–2
- Deed Book B, 1801–10
- Marriage Records (assembled), 1800–57<sup>50</sup>

**p. 191**

“Marriage Records, Breckinridge County, Kentucky, 1800-1857

“These marriage records are compiled from existing copies of the first marriage book, minister’s bonds, Bible records, family and county historys [sic], and vital statistics records. Since the marriage books of Breckinridge County prior to 1858 were destroyed by fire when the Courthouse burned, the compilers intend them as a guide. There is a possibility that the bride or groom lived in the surrounding counties and where available on the records, this has been shown. Some few dates were approximated from census records when couples were found from research to have married and lived in Breckinridge County.”

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<sup>48</sup> Ibid., image 519.

<sup>49</sup> Ibid., image 536.

<sup>50</sup> Michael L. Cook and Bettie A. Cummings Cook, *Breckinridge County, Kentucky Records*, vol. 1 (Evansville, Ind.: Cook Publications, 1977), imaged at *FamilySearch* as 125305\_01.pdf. Note, Benjamin Huff was the county sheriff 1801–5.

**p. 199**

2 August 1810. "Henry *Eidson* to Polly Buford. Bond, James H. L. *Moorman*."

**p. 202**

16 November 1812. "James McGee to Jane *Eidson*. By J. H. L. *Moorman*."

**p. 209**

5 June 1817. "William *Eidson* to Mrs. Mariah *Moorman*. By W. M. Morris, Baptist minister."