

1848: July 1 Broadside, to the voters of Lewis
County.

TO THE VOTERS OF LEWIS COUNTY.

FELLOW-CITIZENS:—

Your have, no doubt, read a hand bill over the signature of N. R. Garland, in which I am charged with having falsely circulated, to his prejudice, a report that he had plead the Statute of Limitation upon an account, upon which I brought suit against him, before A. Brightman, Esq., formerly a Justice of the Peace for Lewis county.

I, fellow-citizens, have made said charge; and in so doing, I stated the truth, the whole truth, and nothing but the truth. And, in my humble judgment, the hand bill of Esquire Garland itself, fixes upon him the truth of this charge, as indelibly as was the mark fixed upon the forehead of Cain; for it will be remembered by all those who read his hand bill, that he commences by stating that I had brought suit against him upon an account for \$30; but does he, fellow-citizens, give you the account, or the original warrant, or the judgment of the Justice thereon? Oh, no! But, unfortunately for Esquire Garland, he tells his fellow-citizens in his speeches, (for he is an eloquent stump speaker,) that the original warrant has been lost, and he cannot find it! Now what are the facts? A short time after said trial, Brightman died; Esquire Garland, being a high Justice of the Peace for Lewis county, came into possession of the docket and all the papers of Brightman appertaining to his office as a Justice of the Peace, among which was the record of this suit, and when he is called upon for a Record of the Suit, he says he can not find the original warrant, and the judgment thereon? The truth is, Esquire Garland knows too well, that if he produces said record it will fix upon him forever the fact that HE DID PLEAD AND RELY ON THE STATUTE OF LIMITATION, TO AVOID THE PAYMENT OF A JUST DEBT, WHICH HE HONESTLY OWED ME, and in order to garble and pervert the facts, he gives you a transcript, or pretended transcript, from the docket of Brightman, which is as follows:—

T. E. Redden	} account \$10.00.	April the 2d, 1836.
vs.		Parties met and heard;
N.R. Garland		and it is considered by
Summon for		me that the Defendant
defendant,		ant have judgment against the plaintiff, for
R.B. Garland,		\$8.25 and costs.
H. Griffith,		A. BRIGHTMAN, J. P.

Here, you see in the first place, he states in his own hand bill, among his array of facts and "documentary proof," that the account was \$30, and then proceeds to give the transcript of a judgment upon an account for \$10, in which he obtained a judgment against me for \$8.25 cts.—Neither does he give in his hand bill among his "documentary evidence" a copy of his notice of set off; and how, I ask, could he obtain a judgment against me, unless he did give a notice of off set? Probably Esquire Garland, as he is learned in the law, can inform you upon the subject. But, again, in his hand bill he has produced and published a letter written by myself to Esquire Brightman, praying for a new trial, which reads as follows:

"Dear Sir—As I expected, Garland, I am told, plead the Statute of Limitation. I beg a new trial, on the ground that the money was not due as soon as the debt was contracted. I have been told by

some legal friend, that when the money was not due twelve months, it cannot be plead. Please answer me immediately.

Yours, T. E. REDDEN."

He then proceeds to give the transcript of the order, entered up by Brightman upon the summon against Garland, for a new trial, which is as follows:—

NOTICE FOR A NEW TRIAL.

T. E. REDDEN, vs. N. R. GARLAND.

Summon for defendant R. B. Garland and Henry Griffith. Given under my hand this 18th day of May, 1836.

A. BRIGHTMAN, J. P.

April 16th, 1836.

Upon hearing the parties in this case, it is considered by me that the judgment heretofore rendered, be set aside, and the cause set for trial on the 28th day of May, 1836, upon the payment of costs; and I have given the plaintiff leave to amend the date of his account sued on.

Given under my hand, this 16th day of April, 1836.

A. BRIGHTMAN, J. P.

Now, I ask, in the name of reason and common sense, what evidence is wanted stronger than this, to convince every reasonable man, that Garland did plead the Statute of Limitation? Was not that the ground upon which I ask the new trial? It was;—the magistrate could not have given me a new trial upon any other ground than that prayed for. But I ask you, fellow-citizens, to look at the transcript, as given by Garland, himself; and there you see, that in the order of the Justice granting me a new trial, that he also gave me leave to amend the date of the account sued on, by me. Why was this done, unless it was to give me an opportunity of showing, in the language of my letter to Brightman, "that when the money was not due twelve months;" the Statute cannot be plead?

But, again I ask, how did Esquire Garland get a judgment against me for \$8 25? I will answer for him. The account sued on by me was for \$20 03, and not \$30, as stated by Garland. Upon this account there was a credit for \$10. Upon the second trial, I was unable to prove that I had sold him the goods upon twelve months' credit. In my account against him, was an order for \$1 75; this order was proven, and as to that Garland could not plead the statute; he proved that he had let me have \$10, and after deducting the \$1 75, (the amount of the order,) he then obtained a judgment against me for \$8 25. This account is in Mr. Garland's possession, and I call upon him to produce it, that the people may see and read for themselves. I also call upon him to produce the original warrant and the magistrate's judgment thereon. It will not do for Esquire Garland to say that it "cannot be found." It was his business, as a Justice, to take care of them; and especially, when he can find that part which he thinks makes in his favor, and does not produce the whole of the record: It looks as though there was "something rotten in Denmark."

But, in order to settle this matter, I give below the certificates of T. N. Stratton, A. Bruce, Joseph Knot and W. B. Parker; and all persons who may be credulous upon the subject, are referred to

Dr. Taylor, Joseph Moore and Isaac Bassett, who know that it was a matter talked about, and that it was publicly stated, after the trial, that Garland had plead the statute; and the same was never contradicted by any one, until Esquire Garland did so himself, since he became a candidate.

THOMAS E. REDDEN.

LEWIS COUNTY, KY., JULY 1, 1848.

*CERTIFICATES.

I hereby certify that I was a witness in the case, and was present at the trial between Thomas E. Redden and N. R. Garland, before A. Brightman, Esq., in 1836, and that Mr. Garland did plead the statute of limitation. Given under my hand this 20th day of June, 1848.

THOMPSON N. STRATTON.

S. MURPHY.

JUNE 26TH, 1848.

A handbill has just been shown to me, over the signature of N. R. Garland, which charges Thomas E. Redden with uttering certain falsehoods and foul slanders against him, concerning a law suit they had before A. Brightman, Esq., in the year 1836. I am requested by Capt. Redden to state what I know about that suit, which I do as well as I can remember the facts: Some time in the spring of 1836, I was informed by Capt. Redden that he had sued Mr. Garland on a mercantile account, and that he (Garland) had availed himself of the act of limitation, and defeated his claim. I advised him that if he had sold his goods to Garland on credit, and could get a new trial and establish that fact, that I was of the opinion that the statute would not begin to operate upon him until after the expiration of the credit given. He did take steps and obtain a new trial. I was present at the new trial. Redden, I think, failed to prove that he had sold the goods charged in the account on a credit, so as to take it out of the act of limitation, and the Justice of the Peace rendered the same judgment he did on the former trial. A long time has elapsed since this transaction, and I have not a distinct recollection of all the minute particulars attending it, but the impression is firmly fixed in my mind that he (Garland) did on the new trial, rely on the act of limitation to defeat the claim of Redden.

ALEXANDER BRUCE.

I was not at the above named trial, but near the house at the time, and heard it from different persons that Mr. Garland did plead the statute of limitation in that case. Given under my hand this 22d day of June, 1848.

JOSEPH KNOT.

Some time in the year 1836, I well recollect that a controversy took place between Mr. T. E. Redden and Mr. N. R. Garland. It seems that Mr. Redden brought suit against Mr. Garland on a store account; on which account Mr. Garland, as I understood, took the benefit of the act of Assembly barring store accounts over one year's standing. This thing was talked about in the neighborhood; in fact it was a common talk, and I never heard it contradicted.

July 1, 1848. W. B. PARKER.