

Williams

vs Opinion of Hoadley &  
Hamer

led on 3 Bills - Pleas non est fact.

The second plea an agreement in writing to receive  
notes - & a receipt - parol receipt of a contract  
under seal - Third plea failure of consideration -

Good = Replications. 1/2 consideration money at his  
own risk - Construction of agreement = Replication good -  
Rejoinder - want of consideration = B a a

Second plea = Executed consideration -

There is a consideration = Is it good by parol -  
Case in 5th Ohio - not in point = Release  
by parol = In England not good - In 7th

Common parol release good = 21 Wend - 23 Wend -  
4 Serg & R - 9 Pick - 6 Ala Rep 517 = Plea good =

Replication 5 to plea - 1st - not a written contract -

not proved =

Accord & satisfaction - ~~not~~ led not  
accepted = Proof shows that contract abandoned -

Papers to be returned - contract abandoned -

Parties agreed that contract should be abandoned -

Hamer executes deed & puts it on record -

Petition for partition - Savers heirs made parties -

Letters to Hamer = 18 Nov. 1841 -

Proof reception of deed =

Indgment