

David Berry was married at least four times – to Sarah Nutter, Elizabeth Lemmon, Malinda Perdue and Elmira Martin. Sarah died, the marriage to Elizabeth was annulled, Malinda was awarded a divorce, and the marriage to Elmira (Myra) ended with his death.

September Term AD 1840 pp391-2

Union Co., IN Court of Common Pleas Book F (?) P 391 Plea for Divorce

Elizabeth Berry vs David Berry.

Be it remembered that heretofore: To wit: the twenty fifth day of August in the year of our Lord one thousand Eight hundred and forty the complainant by Charles H. Test her attorney came and filed in the clerk's office of said court her bill of complaint against the defendant in these words and figures: To wit: State of Indiana Union County Court in the Union Circuit Court September Term 1840 Elizabeth Berry alias Elizabeth Lemon a resident of the state of Indiana for more than two years last past humbly complaining sheweth unto your Honors that some time in the month of January 1838 at the county of Union she was lawfully married to one David Berry as a good and faithful wife. That she conducted herself towards the said David Berry as a good and faithful wife should well hoping to receive from said David in return kind and affectionate treatment. But so it is may it please your honors to be informed that on the contrary when expectation the said David after the marriage of the aforesaid treated said petitioner with great harshness and cruelty by beating and whipping her without any reasonable cause therefor and said petitioner further represents that in said _____ after her marriage as aforesaid with the said David she proved pregnant with child by the said David and that the said David threatened that if she the said petitioner did not destroy the said child that he would adopt the means necessary to produce abortion and otherwise threatened to her bodily injury whereby the said Petitioner has been compelled to leave her home and abandon the said David to seek her own safety and that of her child and is now living and has been for these two years past on the charity of her friends wherefore said petitioner prays that the bonds of wedlock heretofore existing between the said David and your petitioner may be by your honors dissolved and set aside and may your Honors grant to your petitioner the State writ of subpoena afed – and your petitioner as in duty bound will ever pray so.

Charles H. Test Atty for petitioner

And now at this day to wit the fourth judicial day of the present term of September the Complainant by Test her Counsel came and the said defendant came by Sleth his attorney and files his answer to the complainant's petition in these words : To wit State of Indiana Union County Union Circuit Court in Chancery re Elizabeth Berry vs David Berry Divorce

And the said David Berry the above defendant by Sleth his attorney comes and for

answer to said complainant's Bill of Complaint says as to so much of said Complainant's Bill as charges him the said Defendant with harsh and cruel treatment is untrue and as to so much of said bill as charges the respondent with beating and whipping said complainant is wholly and entirely untrue and said respondent further says as to so much of said complainant bill as charges him the said respondent with threatening to produce abortion and threatening to do her bodily injury re as in her bill mentioned is wholly and entirely untrue so wherefore he prays said petitioner may be dismissed as your respondent will ever pray so. David Berry by Sleeth his attorney.

And Robert S. Cox prosecutor of the pleas of the State of Indiana came also and resists said application and the Court having heard the evidence and the argument of counsel in the premises are not sufficiently advised and concerning their decree herein and take further time until tomorrow morning to pronounce their decree and day was given the parties. And now at this day To wit the fifth judicial day of the present term of September the parties came by counsel and the court being more sufficiently advised of and concerning their decree herein it was ordered adjudged and decreed by the Court that the marriage contract existing between the said parties be dissolved, set aside, repudiated and held for naught and that the said complainant recover against the said defendant here costs and charges in this behalf laid out and expended

Recorded 14th January 1841

Edghill Burnside Clk.